



## **TOWN OF LEE**

### **2016 ANNUAL PAVING**

#### **BID PROPOSAL AND CONTRACT DOCUMENTS**

**Randy Stevens  
Highway Supervisor**

## **INVITATION TO BID**

**Sealed** bid proposals, **plainly marked, “2016 Annual Paving Project”, on the outside of the mailing envelope** addressed to the Lee Highway Department, Town Hall, 7 Mast Rd, Lee, NH 03861 will be accepted until **12:01 p.m. Thursday April 21, 2016**, at which time the bids will be opened by the Town Administrator and Road Agent. A recommendation will be presented at the Board of Selectmen’s meeting Tuesday April 25<sup>th</sup>, 2016.

The two projects consist of: 1) the pavement overlay of several roads in Lee, NH (see attached map) and 2) approximately 300 tons of leveling mix to be picked up at the plant by the Town trucks. **All mix shall meet or exceed State of New Hampshire requirements (random samples may be taken and tested).** Each project will be awarded separately; bidders are not required to submit bids for both projects.

Specifications may be obtained by contacting Town Hall at 603-659-5414 or on the Town website [www.leenh.org](http://www.leenh.org). Questions may be directed to Randy Stevens, Highway Supervisor 603-659-3027/6515. Work to be completed prior to Sept 1, 2016.

Bidders must determine the quantities of work required and the conditions under which the work will be performed. The Town reserves the right, after bid opening and prior to award of the contract, to modify the amount of the work in the event that bids exceed budgeted amounts.

Bidders must be pre-qualified by the New Hampshire Department of Transportation for paving work. Any Bid submitted by a Bidder not pre-qualified will be rejected as non-conforming.

The Town of Lee reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the Town.

## STANDARD SPECIFICATIONS

The Standard Specifications for Road and Bridge Construction of the State of New Hampshire Department of Transportation and any Addenda shall only apply to all technical and measurement aspects of this project.

However, the Standard Specifications for Road and Bridge Construction of the State of New Hampshire Department of Transportation and any Addenda shall NOT apply to General Requirements, Control of Work, Temporary Facilities, Payment, Insurance Requirements, etc. **with the exception that pavement escalation will be allowed in accordance with the NHDOT standard specifications.**

## LIST OF WORK AND APPROXIMATE QUANTITIES

### Project 1

#### Overlay (1 inch or 1-1/4 inch thick wearing course)

(1/2 inch mix)- To include **certified and experienced** traffic control, butt joints and tack coat - Town to provide sweeping.

- **Hayes Rd** –1035 feet long x 22 feet wide (two butt joints)
- **Newtown Plains Rd.-** 5178 feet long x 22-1/2 feet wide (5 butt joints)
- **Clay Ln.** – 562 feet long x 21feet long (no butt joints)
- **Pinkham Rd** - 500 feet long by 22 feet wide (1 butt joint) (2 in. base +1in. top)
- **Fox Garrison Rd.** - 5250 feet long x 22 feet wide (4 butt joints)
- **Cartland Rd.** – 480 feet long x 21 feet wide (no butt joints)
- **Epping Rd. (Optional)** – 1275 feet long x 19 feet wide (no butt joints)

Note- The base paving and the 1 inch overlay for Pinkham Rd may be done the same day.

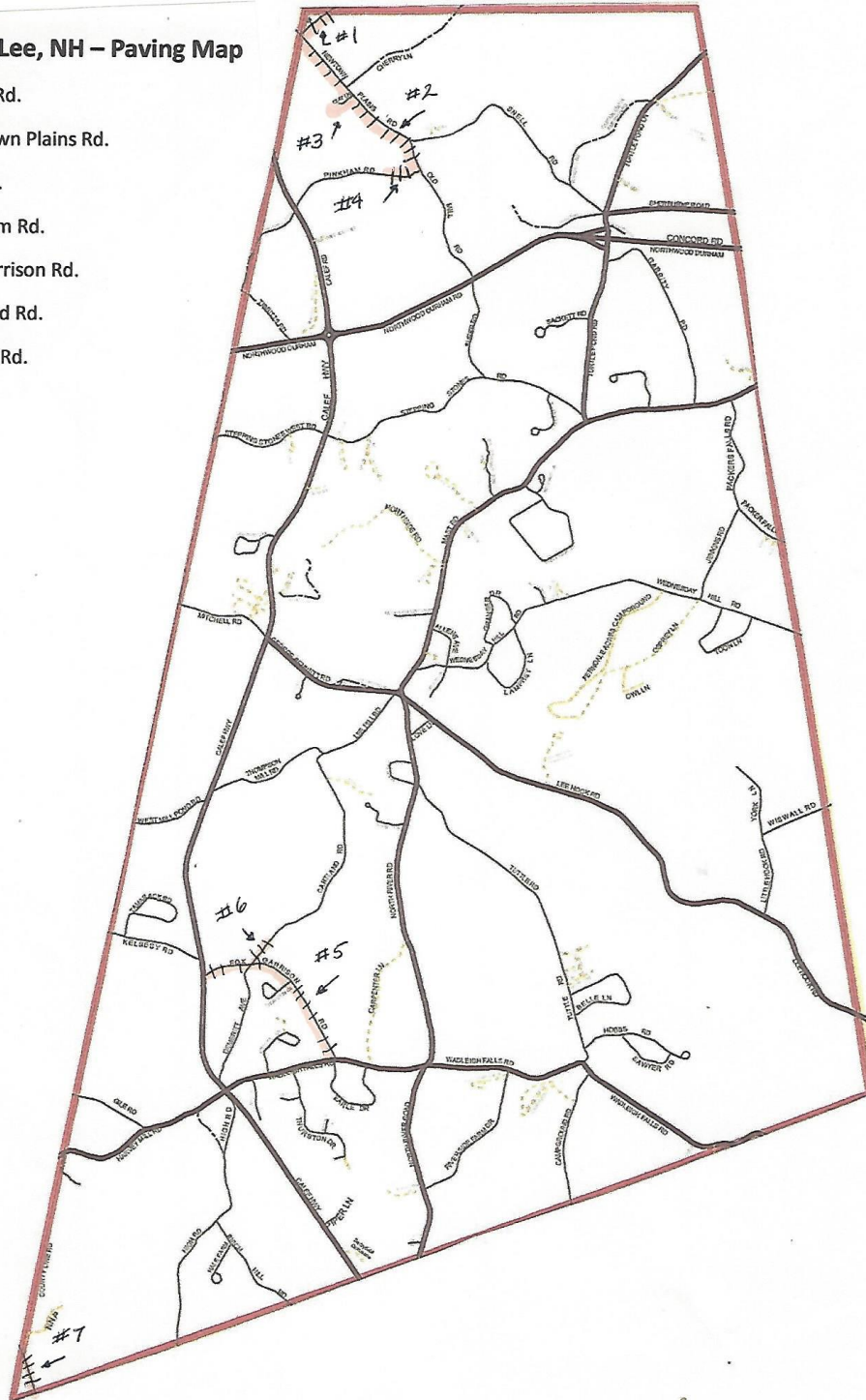
### Project 2

#### Leveling mix to be picked up at plant by Town Trucks –Stand alone Optional Bid

Approximately 300 tons – The Town may consider the distance to the bidder's plant and associated mileage costs when determining the lowest bidder for this item.

# **Town of Lee, NH – Paving Map**

- #1 - Hayes Rd.
- #2 - Newtown Plains Rd.
- #3 - Clay Ln.
- #4 - Pinkham Rd.
- #5 - Fox Garrison Rd.
- #6 - Cartland Rd.
- #7 - Epping Rd.



**STREET DIAGRAM**

## **INSTRUCTIONS TO BIDDERS**

### **BIDDING REQUIREMENTS AND CONDITIONS**

#### **1. Special Notice to Bidders**

Appended to these instructions is a complete set of bidding and general contract forms. These forms may be detached and executed for the submittal of bids. The other documents designated in the proposal form will be considered as part of the proposal, whether attached or not. The bidders must submit a statement of bidder's qualifications in order to be considered.

#### **2. Interpretation of Quantities in Bid**

The quantities appearing in the bid are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

#### **3. Examination of Specifications and Site Work**

The bidder is expected to examine carefully the site of the proposed work, standard specifications, supplemental specifications, any special provisions, and contract forms before submitting a proposal. The submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials. Measurements, dimensions, calculations, estimates and statements as to the condition under which the work is to be performed are believed to be correct, but the contractors must examine that for themselves, as no allowance will be made for any errors or inaccuracies that maybe found therein.

#### **4. Familiarity with Laws**

The bidder is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the bidder shall discover any provision in the specifications, which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the Town in writing.

#### **5. Preparation of Proposal**

a) The bidder shall submit its proposal upon the forms furnished by the Owner. All words and figures shall be in ink or typed. If a unit price or a lump sum bid already entered by the bidder on

the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink.

b) The bidder's proposal must be signed with ink by the individual; or by one or more officers if a corporation, by one or more members of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and post office address must be shown; by a corporation or LLC, the name of the corporation or LLC and its business address must be shown, together with the name of the state in which it is incorporated.

#### 6. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the Owner's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the Owner;
- If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or
- If the proposal does not contain a unit price for each pay item so listed.

#### 7. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for receipt of the bids will **not** be accepted.

#### 8. Withdrawal of Proposals

A bidder will be permitted to withdraw his or her proposal unopened after it has been submitted if the Owner receives a request for withdrawal in writing prior to the time specified for opening the proposals.

#### 9. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

#### 10. Disqualification of Bidders

Any or all of the following reasons may be deemed by Owner in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal:

- a. More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- b. Evidence of collusion among bidders;
- c. Failure to submit all required information requested in the bid specifications;
- d. If the Contractor is not listed with the New Hampshire Department of Transportation as a pre-qualified contractor under the classification of Paving;

- e. Lack of competency or sufficient labor, or of adequate machinery, plant or other equipment, as revealed by the statement of bidder's qualification or as otherwise determined;
- f. Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded;
- g. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- h. Default or unsatisfactory performance on previous contracts; or
- i. Such disqualification would be in the best interests of the Owner.

## **AWARD AND EXECUTION OF CONTRACT**

### **1. Consideration of Proposals**

After the proposals are opened and read, they will be compared on the basis of the total price for all sections of work and any such additional considerations as may be identified in the bid documents. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the prices written in words and those in written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

### **2. Award of Contract**

Within 30 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, in writing, that his bid has been accepted and that the Town will proceed to award the contract.

- a. Responsible and qualified bidder – one who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance and whose bid conforms in all material respects to the Invitation for Bids.
- b. The goal is to achieve the “best overall value” for the Town, which may include, but not be limited to:
  - i. Price
  - ii. Quality
  - iii. Warranty
  - iv. Availability and scheduled completion time
  - v. References
- c. If other factors are present which would materially affect the contractor's ability to perform contractual responsibilities, including but not limited to poor performance on previous contracts in any Town, state or on federal projects, the bidder will be considered not-qualified.

**Determination of the lowest bidder will be based on the price per ton for the work described on the bid proposal form, except as otherwise indicated. Due to fluctuating prices**

**and possible budget limitations, the Town reserves the right to delete portions of the work prior to contract execution.**

### 3. Reservation of Rights

The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the Owner, the best interest of the Town of Lee will be promoted thereby. The Owner further reserves the right to modify the scope of work in the event that bids exceed budgeted amounts. The Owner reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the Owner.

### 4. Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish, in accordance with **NH RSA 447:16**:

- a. Labor and materials payment bond in the sum equal to 100 percent of the contract amount.
- b. Each bond shall be: (1) in a form satisfactory to the Owner; (2) with a surety company licensed and authorized to do business and with a resident agent designated for services of process in the State of New Hampshire; and (3) conditioned upon the faithful performance by the principal of the agreements contained in the original bid. All premiums for the contract bonds are to be paid by the contractor.

### 5. Execution and Approval of Contract

The successful bidder is required to present all contract bonds, to provide proof of insurance, and to execute the contract within 10 days following receipt of the Town's notification of acceptance of the bid. No contract shall be considered as in effect until it has been fully executed by all parties.

### 6. Failure to Execute Contract

Failure to execute the contract within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the Town may exercise its reserved rights including the rejection of all bids or re-advertisement.



**PROPOSAL FORM**  
**TOWN OF LEE, N.H.**  
**2016 Annual Paving Bid**

To the Town of Lee, New Hampshire, herein called the Owner:

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The bidder has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the bidder has carefully read and examined the Proposal, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
5. The bidder understands that the quantities of work calculated in the Bid or indicated in the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Town. Any such changes will not result in, or be justification for, any penalty or increase in contract unit prices; and agrees that, if the Bid is accepted, the bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, material, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefore the following item prices, to wit:

*All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.*

*Type or print clearly*

Price per ton for <u>paving</u> listed roads (minus optional Epping Rd.)	\$
Price per ton for <u>paving</u> optional listed Epping Rd.	
Optional –Price per ton for leveling (shimming) mix picked up at plant	

**Estimated Dimensions for Listed Roads**

**No. of Tons Est.**

1. Hayes Rd. 1035 feet long x 22 feet wide ( 1-1/4 inch compacted)	
2. Newtown Plaines Rd. - 5178 feet long x 22-1/2 feet wide-(1-1/4 inch compacted)	
3. Clay Ln. - 562 feet long x 21- feet wide ( 1 inch compacted)	
4. Pinkham Rd – 500 feet long x 22 feet wide (2 in base compacted)	
5. Pinkham Rd. – 500 feet long x 22 feet wide (1 in. top compacted)	
6. Fox Garrison Rd - feet long x 20 feet wide (1-1/4 inch compacted)	
7. Cartland Rd – 1161 feet long x 22 feet wide (1 inch compacted)	
8. Epping Rd – 1275 feet long x 19 feet wide (1-1/4 inch compacted)	

**PROPOSAL FORM**  
**TOWN OF LEE, N.H.**

**2016 Annual Paving Bid**

Please state any price escalation clause below.

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Location of Plant: \_\_\_\_\_

*Award of Bid will be based on the price per ton using the estimated quantities listed above:*

In Figures \$ \_\_\_\_\_

In Words \$ \_\_\_\_\_

To Bidder: It is the intention of this contract that the items listed above describe completely and thoroughly the entirety of the work as described in the specifications. All other items required to accomplish the above items are considered to be subsidiary work, unless shown as a pay item. The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, the bidder will accept compensation as stipulated therein.

Date \_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_

Signature

Print Name

Business Address: \_\_\_\_\_

Town, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

The Bidder has received and acknowledged Addenda No. \_\_ through \_\_

**CONTRACT AGREEMENT**  
**2016 Annual Paving Contract**

THIS AGREEMENT made as of the \_\_\_\_**th** day of \_\_\_\_\_ in the year **2016**, by and between the Town of Lee, New Hampshire (hereinafter call the Owner) and \_\_\_\_\_ (hereinafter called the Contractor), WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE I- Work** - The Contractor shall perform all work as specified or indicated in the Contract Documents for the pavement of several roads in Lee (roads to be designated by owner). The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

**ARTICLE II - ENGINEER** - The Town Engineer shall mean the Highway Supervisor, and/or Owner's authorized representative, who will act as engineer in connection with completion of the Project in accordance with the Contract Documents.

**ARTICLE III - CONTRACT TIME** - The work will commence in accordance with the Notice to Proceed.

**ARTICLE IV - CONTRACT PRICE and PAYMENT**- Owner shall pay Contractor for pavement work for only those roads designated by Owner. Owner makes no representation that it will undertake all the pavement work estimated in the bid proposal form. Contractor will be paid only for work performed in accordance with the Contract Documents as shown under item prices in the Bid Proposal.

**ARTICLE V - PAYMENT** - Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the Contract Price as shown in the Bid Proposal, subject to additions and deductions provided for in the Contract Documents.

**ARTICLE VI – CONTRACT DOCUMENTS** – The Contract Documents, which comprise the contract between Owner and Contractor, are attached hereto and made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Contractor's Bid and Bonds
- 8.3 Notice of Award
- 8.4 Instruction to Bidders
- 8.5 General Requirements, Control of Work, Temporary Facilities, Measurement and Payment
- 8.6 Insurance Requirements
- 8.7 Standard and Technical Specifications
- 8.8 Any modifications, including change orders, duly delivered after execution of this Agreement.

**ARTICLE VIII – TERMINATION FOR DEFAULT** – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work in accordance with the schedule of completion approved by Owner, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

**ARTICLE IX – INDEMNIFICATION OF OWNER** – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys' fees, and will satisfy any judgment rendered against Owner in such action.

**ARTICLE X – PERMITS** – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable Town, State, and Federal laws, ordinances, rules and regulations. Any fees for any permits typically issued by Town of Lee shall be waived.

**ARTICLE XI – INSURANCE** – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

**ARTICLE XII – MISCELLANEOUS** –

A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.

B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.

D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.

E. Venue for any dispute shall be the Strafford County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

**BIDDER:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**TOWN OF LEE, N.H.**

BY: \_\_\_\_\_

Randy Stevens, Highway Supervisor, formally authorized to enter into this agreement by vote of the Board of Selectmen on \_\_\_\_\_ 2016.

**NOTICE OF INTENT TO AWARD**

Date:

TO:

IN AS MUCH as you were the low responsible bidder for work entitled:

***Town of Lee 2016 Annual Road Paving Projects***

You are hereby notified that the Town intends to award the above referenced project to you. Immediately take the necessary steps to execute the Contract and to provide proof of insurance within ten (10) calendar days from the date of this Notice.

The Town reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

FURTHER, in accordance with the schedule of completion provided with your bid proposal, you agree that all work to be performed under this Contract shall be completed no later than \_\_\_\_\_ 2016.

Town of Lee  
Lee, New Hampshire

Randy Stevens  
Highway Supervisor

**CHANGE ORDER**  
**Lee 2016 Annual Paving Projects**

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Change Order Number and Date of Issuance:

Owner: TOWN OF LEE, N.H

Contractor:

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You are directed to make the following changes in the Contract Documents:

*Purpose of Change Order: Additional Work*

*Attachments: Spreadsheet*

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**CHANGE IN CONTRACT PRICE/CHANGE IN CONTRACT TIME**

Original Contract Price: \$\_\_\_\_\_

Original Completion Date: \_\_\_\_\_

Contract Price prior to this Change Order:\_\_\_\_\_

Contract Time prior to this Change Order: \_\_\_\_\_

Net Increase this Change Order: \$\_\_\_\_\_

Net Increase this Change Order:\_\_\_\_\_days

Contract Price with all approved Change Orders: \$\_\_\_\_\_

Contract Time with all approved Change Orders: \_\_\_\_\_days

APPROVED:

by\_\_\_\_\_

Highway Supervisor

APPROVED:

by\_\_\_\_\_

Contractor

## LABOR AND MATERIAL PAYMENT BOND

(This format provided for convenience, actual Labor and Material Bond is acceptable in lieu, if compatible)

Bond Number \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

that \_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_ (Surety Company) a corporation organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of New Hampshire hereinafter called Surety, are held and firmly bound unto the Town of Lee, N.H. Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for \_\_\_\_\_ in accordance with drawings and specifications prepared by the Highway Department, 7 Mast Road, Lee, NH 03861, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract and for the hire of all equipment, tools, and all other things contracted for or used in connection therewith, then this obligation shall be void, otherwise it shall remain in full force and effect, subject however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the Principal or, with a subcontractor of the Principal for labor, material, equipment, or other things used or reasonably required for use in the performance of the Contract. "Labor and material" shall include but not be limited to that part of water, gas, power, light, heat, oil and gasoline, telephone service or rental of equipment applicable to the Contract.

(2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such a claimant, may sue on this bond for the use of such claimant, prosecute the suit by final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any such suit or any costs or expenses of any such suit, and principal and surety shall jointly and severally indemnify, defend and hold the Owner harmless for any such suit, costs or expenses.

(3) No suit or action shall be commenced hereunder by any claimant:

(a) Unless Claimant, other than one having a direct contract with the Principal, shall have given notice to all the following:

The Principal, the Owner and the Surety above named, within six (6) calendar months after such claimant did or performed the last of the work or labor, or furnished the last of the materials for



which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of New Hampshire save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased all work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a State court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere. (4) The amount of this bond may be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. In the presence of:

\_\_\_\_\_ BY: \_\_\_\_\_  
(Witness) (Principal) (Seal)

\_\_\_\_\_  
(Surety Company)  
\_\_\_\_\_ BY: \_\_\_\_\_  
(Witness) (Title) (Seal)

Note:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized Officer or Officers.

If this bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his Power of Attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Agreement.

## **GENERAL REQUIREMENTS**

### **1. INTENT OF CONTRACT**

The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. The Contractor shall be required to conform to the intent of the work required and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.

### **2. INCIDENTAL WORK**

Incidental work items for which separate payment is not measured includes, but is not limited to, the following items:

- a. Traffic control
- b. Clean up, including disposal fees
- c. Signs
- d. Mobilization/Demobilization
- e. Restoration of property
- f. Cooperation with other contractors, abutters and utilities.
- g. Accessories and fasteners or components required to make items paid for under unit prices or lump sum items complete and functional.

### **3. EXTRA WORK ITEMS**

Extra work shall be performed by the Contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the Contract documents or if such pay items are not applicable than at a price negotiated between the contractor and the Owner or at the unit bid price. If the Owner determines that extra work is to be performed, a change order will be issued.

### **4. CHANGE ORDERS**

The Owner reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents. The contractor will not be paid for any additional work he might claim without an authorized and fully executed change order.

### **5. FINAL CLEANING UP**

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds. The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.

## 6. ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

Any provisions in any of the Contract Documents that may be in conflict with the paragraphs in these General Requirements shall be subject to the following order of precedence for interpretation:

1. Technical Specifications will govern General Requirements.

## **CONTROL OF WORK**

### 1. AUTHORITY OF ENGINEER

- (a) All work shall be done under supervision of the Engineer and/or the Owner's authorized designee and to his satisfaction. The Engineer and/or authorized designee will decide all questions that may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.
- (b) The Engineer and/or authorized designee will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.
- (c) The Owner reserves the right to demand a certificate of compliance for a material or product used on the project. When the certificate of compliance is determined to be unacceptable to the Engineer and/or authorized designee the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense.

### 2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

- (a) The Contractor shall use every precaution to prevent injury or damage to wires, poles, or other property of public utilities; trees, shrubbery, crops, and fences along and adjacent to the right-of-way, all underground structures such as pipes and conduits, within or outside of the right-of-way.
- (b) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- (c) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

(d) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the Owner, after 48 hours' notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

### 3. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the final completion is granted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

### 4. SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

### 5. PERMITS

It will be the responsibility of the Contractor to obtain all permits required for the operation of equipment in, or on, all Town streets and public ways.

### 6. BARRICADES, WARNING SIGNS AND TRAFFIC OFFICERS

(a) The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roadway closed to traffic shall be protected by effective barricades. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to control and direct traffic in a proper manner, as approved by the Engineer and/or authorized designee.

(b) The Contractor will be held responsible for all damage to the work from traffic, pedestrians, and/or animals or any other cause due to lack of adequate controlling devices.

(c) The Contractor shall provide such traffic control as the Highway Supervisor deems necessary for the direction and control of traffic within the site of project. The work prescribed herein will not be paid for separately but will be paid for as part of the Contract Price unless specifically appearing as a bid item.

## **INSURANCE REQUIREMENTS**

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

### **AMOUNT OF INSURANCE**

A) Comprehensive General Liability:

Bodily injury or Property Damage - \$1,000,000

Per occurrence and general aggregate

B) Automobile and Truck Liability:

Bodily Injury or Property Damage - \$1,000,000

Per occurrence and general aggregate

Coverage requirements can be met with excess policies. Additionally, the Contractor shall purchase and maintain the following types of insurance:

A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.

B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.

C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

### **ADDITIONAL INSURED**

All liability policies (including any excess policies used to meet coverage requirements) shall include the Town of Lee, New Hampshire as named Additional Insured by endorsement.

1) The contractor's insurance shall be primary in the event of a loss.

2) Town of Lee shall also be listed as a Certificate Holder. The Town shall be identified as follows:

Town of Lee

Attn: Town Administrator

7 Mast Rd

Lee, NH 03861

## **MEASUREMENT AND PAYMENT**

- (a) All work completed under the contract will be measured according to the United States standard measure.
- (b) The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice. Unless otherwise stated all quantities measured for payment shall be computed or adjusted for "in place" conditions.
- (c) Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the dimensions shown on the plans or ordered in writing.
- (d) Except as specified below, all materials that are measured or proportioned by weight shall be weighed on scales which the Contractor has had sealed by the State or by a repairman registered by the Commissioner of Agriculture. All weighing shall be performed in a manner prescribed under the Rules and Regulations of the Bureau of Weights and Measures of the New Hampshire Department of Agriculture.
- (e) Weighing of materials on scales located outside New Hampshire will be permitted for materials produced or stored outside the state, when requested by the Contractor and approved. Out-of-state weighing in order to be approved must be performed by a licensed public weigh master or a person of equal authority in the state concerned on scales accepted in the concerned state.
- (f) Each truck used to haul material being paid for by weight shall bear a plainly legible identification mark, and if required, shall be weighed empty daily at such times as directed.
- (g) When material is weighed, the individual weight slips, which shall be furnished by the Contractor, for trucks, trailers, or distributors, shall show the following information: the date; the project; the material or commodity; the dealer or vendor; the Contractor or Subcontractor; the location of the scales; the vehicle registration number or other approved legible identification mark; the tare and net weights, with gross weights when applicable; and the weigher's signature or his signed initials.
- (h) The right is reserved to weight any truck, trailer, or distributor, at locations designated, before and after making deliveries to the project.
- (i) Bituminous materials will be measured by the gallon or ton.
- (j) The term "lump sum" when used as an item of payment will mean complete payment for the work described in the item.
- (k) When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories, so as to provide the item complete and functional. Except as may be otherwise provided, partial payments for lump sum items will be made approximately in proportion to the amount of the work completed on those items.
- (l) Material wasted without authority will not be included in the final estimate.

## **2. SCOPE OF PAYMENT**

- (a) The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all work under the contract in a complete

and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

(b) The Contractor shall be liable to the Owner for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work.

(c) No monies, payable under the contract or any part thereof, except the first deposit, shall become due or payable if the Owner so elects, until the Contractor shall satisfy the Owner that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said contract; and the Owner, if he so elects, may pay any and all such bills, in whole or in part, and deduct the amount of amounts so paid from any partial or final estimate, excepting the first payment.

### 3. COMPENSATION FOR ALTERED QUANTITIES

(a) Except as provided for under the particular contract item, when the accepted quantities of work vary from the quantities in the bid schedule the Contractor shall accept as payment in full, so far as contract items are concerned, at the original contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursements therefore or from any other cause.

(b) Extra work performed will be paid for at the contract bid prices or at the price negotiated between the Owner and the Contractor if the item was not bid upon. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead and profit). Costs shall be substantiated by invoices and certified payroll.

### 4. FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer and/or authorized designee will make an inspection. If all construction provided for and contemplated by the contract is found complete to his satisfaction, this inspection shall constitute the final inspection and the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection. If, however, the inspection discloses any work in whole or in part, as being unsatisfactory, the Engineer and/or authorized designee will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer and/or authorized designee will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

## 5. ACCEPTANCE AND FINAL PAYMENT

(a) When the project has been accepted and upon submission by the Contractor of all completed forms, warranties, and certifications, the Owner will review the final estimate of the quantities of the various classes of work performed. The Contractor may be required to certify that all bills for labor and material used under this contract have been paid.

(b) The Contractor shall file with the Owner any claim that the Contractor may have regarding the final invoice at the same time the Contractor submits the final invoice. Failure to do so shall be a waiver of all such claims and shall be considered as acceptance of the final invoice.

(c) All prior partial estimates and payments shall be subject to correction in the final invoice and payment.

## 7. GENERAL GUARANTY AND WARRANTY OF TITLE

(a) Neither the final certification of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting wherefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

(b) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.

The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

## 7. NO WAIVER OF LEGAL RIGHTS

(a) Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or payment made before or after completion of the work. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

(b) The Contractor, without prejudice to the Contract shall be liable to the terms of the Contract, shall be liable to the Owner for latent defects, fraud or such gross mistakes as may amount to fraud, and as regards the Owner's right under any warranty or guaranty.



#### 8. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

Whenever the improvement provided for by the Contract shall have been completely performed on the part of the Contractor and all parts of the work have been released from further obligations.