



Town of Raymond

2024 ROADWAY IMPROVEMENTS

The Department of Public Works of the Town of Raymond, New Hampshire wishes to solicit bid proposals from Department of Transportation Certified Contractors for the 2024 Roadway Improvements located in the Town of Raymond. A detailed package with information on project delivery, conditions thereof, and bid forms, is available at raymondnh.gov or said offices during normal business hours.

Proposals will be received no later than 2:00pm on Wednesday, April 3, 2024, where the bids will be opened at the Department of Public Works office at 4 Epping Street, Raymond, NH.

TOWN OF RAYMOND, NEW HAMPSHIRE
DEPARTMENT OF PUBLIC WORKS



Contract Documents and Specifications
For
2024 ROADWAY IMPROVEMENTS

Date: March 14, 2024

Department of Public Works
4 Epping Street
Raymond, NH 03077
603-895-7036

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1.0 INVITATION FOR BIDS

The Department of Public Works of the Town of Raymond, New Hampshire wishes to solicit bid proposals for the **2024 Roadway Improvements** located in the Town of Raymond.

Bid proposals will be accepted on enclosed bid forms and must be sealed in an envelope with “**Town of Raymond – 2024 Roadway Improvements**” clearly marked on the outside. Bids for the 2024 Roadway Improvements will be received by the Town of Raymond, Public Works Department, 4 Epping Street, Raymond, NH 03077, until **2:00pm on Wednesday, April 3, 2024**, at which time and place they will be opened and publicly read.

The work includes the rehabilitation, reconstruction, and paving of Town roadways. All work will be completed within the easements, streets, and rights-of-way of the designated roadways in the Town of Raymond, New Hampshire.

A detailed package with information on project delivery, conditions thereof, and bid forms, is available at raymondnh.gov or said offices during normal business hours.

The Town reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the Town, or to purchase on the open market if it is considered in the best interest of the Town to do so.

Failure to submit all information as detailed on the Bid Submission Checklist and/or submission of an unbalanced bid are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Submit Bids To: Raymond Department of Public Works
 Attn: Stacey Grella, Director
 4 Epping Street
 Raymond, New Hampshire 03077

2.0 GENERAL INFORMATION TO BIDDERS

2.01 CONTRACT DOCUMENTS AND DEFINITIONS

Bidders must examine each of the Contract Documents, visit the location of the work, and inform themselves of the difficulties attending the execution of the work prior to the submission of their Bid Proposals. The Contractor shall give attention to the definitions included in the Contract Documents.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

2.02 BID PROPOSALS

Contractors must satisfy themselves of the accuracy of their proposal. After proposals have been submitted, the contractor shall not assert that there was a misunderstanding concerning the cost proposal items or the nature of the work to be done.

Bids will be received at the Public Works Office, 4 Epping Street, Raymond, NH 03077 until **2:00pm on Wednesday, April 3, 2024**. Bids submitted after this time will not be accepted. Each bid must be submitted in a sealed envelope and bear on the outside the name of the Contractor, his/her address, and the name of the project. If forwarded by mail, an inner sealed envelope containing the proposal must include the information noted above.

All Bids must be made upon the attached “Cost Proposal Bid Form” and should give a total price for each item; and must be signed and acknowledged by the Bidder, in accordance with the directions in the Specifications. All blank spaces for prices must be filled in, in ink or typewritten and the Bid Proposal Form must be fully completed and executed when submitted. Only one (1) copy of the bid form is required.

2.03 OMISSIONS, DISCREPANCIES, QUESTIONS, AND ADDENDA

Should a Bidder find discrepancies in or omissions from the Contract Documents or is in doubt as to their meaning, the Bidder should at once notify the Owner. In general, no answer will be given to the prospective Bidders in reply to an oral question if the question involves the equality or use of products or methods other than those specifically designated or described. All information given to Bidders by means other than set forth in the Contract Documents is given informally and shall not be used as the basis of a claim against the Owner.

Omissions, discrepancies, and questions must be submitted in writing to the Owner at least five (5) working days before the date for receipt of bids. If a question involves the equality or use of products or methods not specifically designated or described, it must be accompanied by Drawings, Specification, or other data in sufficient detail to enable the Owner to determine the equality or suitability of the product or method. In general, the Owner will neither approve nor disapprove products prior to the opening of the bids; such products will generally be considered only when offered by the Contractor for incorporation into the work after the award and signing of the Contract.

2.04 PRICES AND TAXES

The price of each item is to include the furnishing of all material, plant, equipment, tools, labor, and other facilities required for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The Contractor shall prepare his/her prices for the Proposal based on the equipment named in the Specifications. All construction methods and materials shall conform to the New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction (latest version).

In the event there is a discrepancy between the prices written in words and those written in figures, the prices written in words shall govern. No proposal shall be considered which does not contain a price for each item on the Cost Proposal Form.

The Owner will require individual project bid sheets using bid items, estimated quantities and contracted unit bid prices. These shall be completed by the Contractor, after the Notice to Proceed and prior to the start of construction or paving on each project listed.

Payment will be made for actual quantities of the contract items performed and accepted in accordance with the Contract Documents. Invoices shall be submitted to the Department of Public Works as further described in General Conditions. Payment shall be made only for work completed.

The Town is exempt from all sales, use and federal excise taxes. The Town's tax exemption certificate will be provided to the successful Contractor upon request. Bid prices shall not include these taxes.

2.05 BIDDER'S QUALIFICATIONS

The Owner may make such investigations as he deems necessary to determine the qualifications of the Contractor to perform the work, and the Contractor shall furnish to the Owner all such information and data for this purpose as the Owner may request. **The DOT Certified Contractor shall submit a completed "Statement of Bidder Qualifications" with his/her bid proposal as required by the Contract.**

In determining the qualifications of Bidders, the Owner will review the skill, ability, and integrity of the responsible and eligible Bidders by considering the following:

Whether the Bidder has (a) previously defaulted on, failed to perform properly, or failed to complete on time contracts of similar nature; (b) habitually and without just cause neglected payment for material or to employees; (c) a permanent place of business; (d) adequate plant and equipment to do the Work properly; (f) a suitable financial status to meet the obligations incident to the Work; (g) appropriate technical experience.

The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Owner that they are properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. A conditional or qualified proposal will not be accepted.

2.06 ACCEPTANCE AND REJECTION OF PROPOSALS

The Owner reserves the right to accept or reject all proposals, to waive any informality or minor defect in the process, and to select the proposal that is in the best interest of the Town. Any Proposal which is incomplete, obscure, or irregular may be rejected; any Proposal having erasures or corrections in the price sheet may be rejected; any Proposal which omits a bid on any one or more items may be rejected. The use of unbalanced bids is prohibited. Failure to submit any requested information may be sufficient cause for disqualification.

If the Bidder submits a Proposal before the deadline time for submission, the Bidder may, in writing, modify his original Proposal for submission. No oral, telephone, or telegraph modifications will be considered.

The Town will evaluate proposals after the final date and time set for receipt. Within thirty (30) days after the final submission date, the Town will offer an award.

2.07 BASIS OF AWARD

The contract will be awarded to the best overall bidder. The contract is not awarded based on price alone.

Within thirty (30) days after opening the Proposals the Owner will prepare a Notice of Intent to Award signed by a duly authorized representative of the Owner. This Notice of Intent to Award shall bind the successful Bidder to execute the Contract approval.

Notice of Approval and formal acceptance of the Proposal will be made in writing to the successful Bidder. A duly authorized representative of the Owner will sign the Notice of Approval. The rights and obligations provided for in the Contract shall become effective and binding upon the Parties only with its formal execution by the Owner.

2.08 CONTRACT DATES AND TIMES OF WORK

Before any work is begun, the Contractor shall discuss fully with the Director of Public Works or his/her designee the order and manner of doing the work and

the operating procedure shall always comply with the requirements of the Director of Public Works or his/her designee. Care should be taken to keep private and commercial entrance (i.e., service roads and walkways) interruptions to a minimum and advance notice should be given to the occupant when such interruptions are anticipated.

The Contractor shall have all road work completed by September 13, 2024.

The Contractor may be allowed to work beyond said dates, but only with prior approval of the Owner.

The contractor further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter that the work is not complete. If inclement weather is the cause of the delay the Contractor shall notify the Owner as soon as practical in writing of such postponement. The Owner reserves the right to cancel or postpone any work due to significant

No work will be permitted at night or on weekends or holidays except as approved in writing by the Owner, or as provided elsewhere in these documents, and provided such work is not in violation of a local ordinance. The Contractor shall not begin work until after 07:00 hours and no construction activities shall be allowed after 17:00 hours without prior approval of the Owner. All cleanup and rehabilitation work shall have been completed by this hour.

Prior to the close of work, the project shall be placed in the best possible condition for the comfort and safety of the traveling public, and arrangements shall be made for responsible personnel to maintain the project in the above conditions.

2.10 EXISTING STRUCTURES

The Contractor shall take full responsibility for maintaining and restoring all existing structures encountered by his construction operations, including paving, catch basins, drains, electric light power, telephone poles, gas mains, water gate valve boxes, water mains and any other structures encountered above or below ground. Damage to utilities will be repaired by the respective utility and the Contractor will pay all cost of repairs and/or damage incurred. The Contractor shall receive no additional compensation for maintaining, supporting protecting, restoring, and relocating, if necessary, all electric light power and telephone poles and lines, and gas mains which are encountered in his work.

All signs that may need to be removed to perform work will be offset prior to removal and replaced when the task is completed, stop signs will be reset at the end of each day by the Contractor. All street painting will be offset prior to the start of this project. Temporary pavement markings (TPM's) shall be installed and maintained by the Contractor.

2.11 INSURANCE

The successful bidder shall furnish to the Town of Raymond, prior to the start of any work, insurance certificates for comprehensive general liability, automobile

liability and worker's compensation in accordance with the Town's General Terms and Conditions and the attached Insurance Requirements for All Contractors.

2.12 TECHNICAL SPECIFICATIONS

The technical specifications for the project will use the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction (latest version) with Special Provision and technical references as attached to these Contract Documents.

3.0 SCOPE OF WORK

3.01 PROJECT OVERVIEW

The proposed work for the **2024 Roadway Improvements** consists of road-related construction and paving along several roads in Town as further described in these documents. Major items of work include replacement and installation of drainage and underdrainage; asphalt reclamation (resulting in stabilized road base), grading and compacting, hot mix asphalt resurfacing of roads, drainage, and underdrainage installation; shouldering, traffic control, and all appurtenant work in accordance with the Specification and Contract Documents. In addition to the specifications included in these documents, all construction methods and materials shall conform to the New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction (latest version).

3.02 PROJECT LOCATION #1:

***Old Manchester Road from 39 Old Manchester Road to joint to on-ramp to Route 101
Length: 0.4 miles/2,112 feet (RECLAIM)***

***Old Manchester Road from Main Street to 39 Old Manchester Road
Length: .68 miles/3,590 feet (SHIM & OVERLAY)***

Description of Work to Be Performed for the Pavement Reclamation portion:

For designated sections of road within the Project Location, work shall consist of pulverizing the existing pavement together with the base material to a depth of twelve (12) inches; grading and compacting the new surface with a vibratory roller; trimming a cold-plane butt joint 2' wide along the full width of roadway tapering from 0" to 1" at each paved street intersection, and providing a 3" base course of hot bituminous pavement after compaction. All castings (manhole, catch basin, gate box, etc.) shall be raised after base course paving. Catch basins will typically be set out of the travel way with grates 1" below existing pavement surface, while manhole covers, and gate boxes shall be flush with existing pavement.

Description of Work to be Performed for the Shim/Overlay sections:

For designated sections of road within the project location, work will consist of a cold-plane butt joint 2' wide along the full width of roadway tapering from 0" to 1" at each paved street intersection, sweeping the road, placing a tack coat, shimming the road to re-establish a uniform cross slope, and overlaying the entire road with one inch of asphalt. All castings (manhole, catch basin, gate box, etc.) shall be raised prior to paving overlay.

Catch basins will typically be set out of the travel way with grates 1" below existing pavement surface, while manhole covers, and gate boxes shall be flush with existing pavement. Driveway aprons will be trimmed prior to overlay to ensure a smooth transition from the new pavement to the existing.

Drive entry aprons are to be provided as directed, typically 5-foot aprons on reclaim roads. The existing paved driveways are to be trimmed to ensure a smooth transition with the overlay, as needed. The existing gravel driveways are to be backed with crushed gravel for a smooth transition from the paved apron, as needed. The intent of the contract is to provide "Full Depth" reclamation. The "Bid" specifies a "depth of 12 inches". Should pavement thickness or base conditions warrant, this limit may be reduced or increased for certain sections of roadway by the Director of Public Works or his/her designee at no change to the unit price.

The intent of this work is to smooth out any movement in the base course by re-establishing crown, apply the top wearing course of pavement, and extend the life of the newly rebuilt section of road. The Contractor will also place a 2-foot-wide crushed gravel shoulder to back up the new pavement edge. This gravel will be flush to the final overlay.

3.03 PROJECT LOCATION #2:

***Wight Street from Old Manchester Road to Main Street
Length: .16 miles/844 feet (SHIM & OVERLAY)***

Description of Work to be Performed for the Shim/Overlay sections:

For designated sections of road within the project location, work will consist of a cold-plane butt joint 2' wide along the full width of roadway tapering from 0" to 1" at each paved street intersection, sweeping the road, placing a tack coat, shimming the road to re-establish a uniform cross slope, and overlaying the entire road with one inch of asphalt. All castings (manhole, catch basin, gate box, etc.) shall be raised prior to paving overlay.

Catch basins will typically be set out of the travel way with grates 1" below existing pavement surface, while manhole covers, and gate boxes shall be flush with existing pavement. Driveway aprons will be trimmed prior to overlay to ensure a smooth transition from the new pavement to the existing.

Drive entry aprons are to be provided as directed, typically 5-foot aprons on reclaim roads. The existing paved driveways are to be trimmed to ensure a smooth transition with the overlay, as needed. The existing gravel driveways are to be backed with crushed gravel for a smooth transition from the paved apron, as needed. The intent of the contract is to provide "Full Depth" reclamation. The "Bid" specifies a "depth of 12 inches". Should pavement thickness or base conditions warrant, this limit may be reduced or increased for certain sections of roadway by the Director of Public Works or his/her designee at no change to the unit price.

The intent of this work is to smooth out any movement in the base course by re-establishing crown, apply the top wearing course of pavement, and extend the

life of the newly rebuilt section of road. The Contractor will also place a 2-foot-wide crushed gravel shoulder to back up the new pavement edge. This gravel will be flush to the final overlay.

3.04 PROJECT LOCATION #3:

***Epping Road from Main Street to Route 27 (EXCLUDING BRIDGE)
Length: .79 miles/4,171 feet (SHIM & OVERLAY, & MILLING)***

Description of Work to be Performed for the Shim/Overlay/Milling sections:

For designated sections of road within the project location, work may consist of a cold-plane butt joint 2' wide along the full width of roadway tapering from 0" to 1" at each paved street intersection, sweeping the road, placing a tack coat, shimming the road to re-establish a uniform cross slope, and overlaying the entire road with one inch of asphalt. All castings (manhole, catch basin, gate box, etc.) shall be raised prior to paving overlay. Include milling to the edge of the berm and the granite curbing.

Catch basins will typically be set out of the travel way with grates 1" below existing pavement surface, while manhole covers, and gate boxes shall be flush with existing pavement. Driveway aprons will be trimmed prior to overlay to ensure a smooth transition from the new pavement to the existing.

Drive entry aprons are to be provided as directed, typically 5-foot aprons on reclaim roads. The existing paved driveways are to be trimmed to ensure a smooth transition with the overlay, as needed. The existing gravel driveways are to be backed with crushed gravel for a smooth transition from the paved apron, as needed. The intent of the contract is to provide "Full Depth" reclamation. The "Bid" specifies a "depth of 12 inches". Should pavement thickness or base conditions warrant, this limit may be reduced or increased for certain sections of roadway by the Director of Public Works or his/her designee at no change to the unit price.

The intent of this work is to smooth out any movement in the base course by re-establishing crown, apply the top wearing course of pavement, and extend the life of the newly rebuilt section of road. The Contractor will also place a 2-foot-wide crushed gravel shoulder to back up the new pavement edge. This gravel will be flush to the final overlay.

3.05 PROJECT LOCATION #4:

***Church Street from Epping Street to Main Street
Length: .06 miles/316 feet (SHIM & OVERLAY, & MILLING)***

Description of Work to be Performed for the Shim/Overlay sections:

For designated sections of road within the project location, work may consist of a cold-plane butt joint 2' wide along the full width of roadway tapering from 0" to 1" at each paved street intersection, sweeping the road, placing a tack coat,

shimming the road to re-establish a uniform cross slope, and overlaying the entire road with one inch of asphalt. All castings (manhole, catch basin, gate box, etc.) shall be raised prior to paving overlay. Include milling to the edge of the berm and the granite curbing.

Catch basins will typically be set out of the travel way with grates 1" below existing pavement surface, while manhole covers, and gate boxes shall be flush with existing pavement. Driveway aprons will be trimmed prior to overlay to ensure a smooth transition from the new pavement to the existing.

Drive entry aprons are to be provided as directed, typically 5-foot aprons on reclaim roads. The existing paved driveways are to be trimmed to ensure a smooth transition with the overlay, as needed. The existing gravel driveways are to be backed with crushed gravel for a smooth transition from the paved apron, as needed. The intent of the contract is to provide "Full Depth" reclamation. The "Bid" specifies a "depth of 12 inches". Should pavement thickness or base conditions warrant, this limit may be reduced or increased for certain sections of roadway by the Director of Public Works or his/her designee at no change to the unit price.

The intent of this work is to smooth out any movement in the base course by re-establishing crown, apply the top wearing course of pavement, and extend the life of the newly rebuilt section of road. The Contractor will also place a 2-foot-wide crushed gravel shoulder to back up the new pavement edge. This gravel will be flush to the final overlay.

3.06 PROJECT LOCATION #5:

***Main Street from 35 Main Street to 123 Main Street
Length: .97 miles/5,121 feet (RECLAIM)***

***Main Street from 123 Main Street to Route 102
Length: .53 miles/2,798 feet (SHIM & OVERLAY, SHOULDERS AS NEEDED)***

Description of Work to Be Performed for the Pavement Reclamation portion:

For designated sections of road within the Project Location, work shall consist of pulverizing the existing pavement together with the base material to a depth of twelve (12) inches; grading and compacting the new surface with a vibratory roller; trimming a cold-plane butt joint 2' wide along the full width of roadway tapering from 0" to 1" at each paved street intersection, and providing a 2 1/2" base course of hot bituminous pavement after compaction. All castings (manhole, catch basin, gate box, etc.) shall be raised after base course paving. Catch basins will typically be set out of the travel way with grates 1" below existing pavement surface, while manhole covers, and gate boxes shall be flush with existing pavement.

Description of Work to be Performed for the Shim/Overlay sections:

For designated sections of road within the project location, work will consist of a cold-plane butt joint 2' wide along the full width of roadway tapering from 0" to 1"

at each paved street intersection, sweeping the road, placing a tack coat, shimming the road to re-establish a uniform cross slope, and overlaying the entire road with one inch of asphalt. All castings (manhole, catch basin, gate box, etc.) shall be raised prior to paving overlay.

Catch basins will typically be set out of the travel way with grates 1" below existing pavement surface, while manhole covers, and gate boxes shall be flush with existing pavement. Driveway aprons will be trimmed prior to overlay to ensure a smooth transition from the new pavement to the existing.

Drive entry aprons are to be provided as directed, typically 5-foot aprons on reclaim roads. The existing paved driveways are to be trimmed to ensure a smooth transition with the overlay, as needed. The existing gravel driveways are to be backed with crushed gravel for a smooth transition from the paved apron, as needed. The intent of the contract is to provide "Full Depth" reclamation. The "Bid" specifies a "depth of 12 inches". Should pavement thickness or base conditions warrant, this limit may be reduced or increased for certain sections of roadway by the Director of Public Works or his/her designee at no change to the unit price.

3.07 PROJECT LOCATION #6 (ADD ON):

Municipal Parking Lot at 4 Epping Street (RECLAIM)

Description of Work to Be Performed for the Pavement Reclamation portion:

For designated sections of road within the Project Location, work shall consist of pulverizing the existing pavement together with the base material to a depth of twelve (12) inches; grading and compacting the new surface with a vibratory roller; trimming a cold- plane butt joint 2' wide along the full width of roadway tapering from 0" to 1" at each paved street intersection, and providing a 2 1/2" base course of hot bituminous pavement after compaction. All castings (manhole, catch basin, gate box, etc.) shall be raised after base course paving. Catch basins will typically be set out of the travel way with grates 1" below existing pavement surface, while manhole covers, and gate boxes shall be flush with existing pavement.

3.08 NOTES FOR ALL PORTIONS OF THE PROJECT

The Contractor shall have road completion done no later than September 13, 2024. A pre- construction conference with involved town staff shall be coordinated with the successful contractor prior to the start of work.

Given the nature of the worksites involved, it is the intent of this contract to complete all work in a continuous manner to minimize the project's duration and inconvenience to the traveling public. Advance construction notice will be required with direct notification to the Department of Public Works, Raymond Police and Fire Department.

The Contractor shall diligently undertake and perform all work required by the contract. The Contractor agrees to devote the appropriate manpower and level of effort necessary to perform and complete the work in a timely manner. All work will be performed to the highest professional standards and will reflect thoroughness, attention to detail, and a dedicated utilization of field specific knowledge.

Prior to the commencement of work, the Contractor shall submit to the Public Works Director or his/her designee for review and approval, the following:

- a) Proposed construction schedule for season, including the number of working days required to complete each stage of the work.
- b) Proposed location of equipment and materials storage.
- c) Individual project cost estimates using field determined quantity estimates and approved bid unit pricing.

Quantities are subject to change during construction based on field conditions and further inspection. The Town also reserves the right to reduce or expand the limits of work (bid quantities) in order to comply with the budgetary authorization by the Board of Selectmen.

4.0 GENERAL TERMS AND CONDITIONS

4.01 MATERIALS, SERVICES, FACILITIES AND WORKMANSHIP

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

All materials used on the job will meet the standards as put forth in the New Hampshire Standards for Road and Bridge Construction (latest edition).

4.02 CONTRACTOR'S OBLIGATIONS

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish and pay for all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, and any and all supplemental plans and drawings, in accordance with the directions of the Owner as given from time to time during the progress of the work, whether or not the Contractor considers the direction in accordance with the terms of the Contract. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract Documents, and shall do, carry on and complete the entire work to the satisfaction of the Owner.

4.03 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct; the Contractor will and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

4.10 PROTECTION OF WORK AND PROPERTY

The Contractor shall always safely guard the Owner's property from injury or loss in connection with this Contract. He shall always safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss, or injury unless such was caused directly by errors contained in the Contract, or by the Owner, or his duly authorized representatives.

The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly always maintain, as required by the conditions and progress of

the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction, and the Contractor shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents. The Contractor shall report the name and position of any person so designated to the Owner. The person so designated shall be available by phone during non-working hours.

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient warning lights, danger signals and signs, provide flaggers in numbers as required, and shall take all necessary precautions for the protection of the work and the safety of the public. The Contractor will be required to conduct his operations to keep traffic moving steadily in so much as possible and to avoid traffic tie-ups. Highways closed to traffic shall be protected by adequate barricades on which suitable and acceptable warning and detour signs shall be placed and maintained.

In case of emergency that threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner, in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted in writing to the Owner for approval.

When the Contractor has not acted but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Owner. The intention is not to relieve the Contractor from acting, but to provide for consultations between Owner and Contractor in an emergency that permits time for such consultations.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in the Extra Work section of the General Conditions.

4.11 INSPECTION OF WORK

a) Inspection

For purposes already specified and for any other purpose, the Owner and their agents and employees may enter upon the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities, therefore. The Owner shall be furnished with every reasonable facility for ascertaining that the work is in accordance with the requirements and intention of this contract, even to the extent of uncovering or taking down portions of finished work.

b) Unauthorized Work

Work not according to Plans and Specifications: work considered by the Owner to be outside of or different from the Plans and Specifications and done without instruction by the Owner, or in the wrong location, or done.

Should the work thus exposed or examined prove satisfactory, the uncovering or dismantling and the replacement of material and rebuilding of the work shall be considered as "EXTRA WORK".

Should the work thus exposed or examined prove to be unsatisfactory the uncovering or dismantling and the replacement of material and rebuilding of the work shall be at the expense of the Contractor.

4.12 REPORTS, RECORDS, AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, reports, estimates, records, daily paving slips, and other data as the Owner may request concerning work performed or to be performed under this contract.

4.13 EXTRA WORK AND CHANGE ORDERS

The Owner may at any time by written order and without notice to the Sureties require the performance of such extra work or changes in the work as may be found necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work so ordered shall be determined by the Owner to be one of the following:

- a) By such applicable unit prices, if any, as set forth in the Contract; or
- b) If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed to by the Town and the Contractor; or
- c) If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then by the actual net cost in money to the Contractor as approved by the Town of the materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and approved for such extra work, plus ten percent (10%). No extra work will be paid for unless specifically ordered as such by the Town in writing.

The Owner may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a written Field Order. However, if the Contractor believes that any minor change or alteration authorized by the Owner entitles him to an increase in the contract price, the Contractor may make a claim therefore as provided in this section.

4.14 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time agreed upon. It is expressly understood and agreed, by the Contractor, that the time for the completion of the work described herein is a reasonable time

for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time allowed, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, to pay to the Owner the sum of five hundred dollars (\$500.00), per day for each calendar day of delay beyond the mutually agreed upon completion date as identified in the Agreement and Notice to Proceed, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain for delays and Owners services during the delay and said amount shall be retained from time to time by the Owner from current periodical estimates.

4.15 ACCEPTANCE AND FINAL PAYMENT

a) Final Acceptance

Before acceptance of the final project, the Owner may make a final inspection of all or portions of the project. When it is found that the work is still acceptable, the Owner will release final payment to Contractor.

4.16 INSURANCE

Prior to commencing work, and throughout the term of this contract, the Contractor shall obtain, and maintain, in the limits and under the conditions set forth below, insurance coverage naming the Town, its officers, employees and assigns, as Certificate Holder and additionally Named Insured, for the following types and levels of coverage:

- Workers Compensation	Statutory
- Automobile and Equipment	\$1 Million per occurrence / \$2 Million aggregate
- Property Damage	\$1 Million per occurrence / \$2 Million aggregate
- General Liability	\$1 Million per occurrence / \$2 Million aggregate
- Professional Liability	\$1 Million per occurrence / \$2 Million aggregate

If a sub-Contractor is used for any portion of the work, the Contractor will provide the Town a similar certificate, in similar amounts and under similar conditions, from the Subcontractor.

Should the Contractor fail to maintain such Workers' Compensation insurance, and should the Town be found liable to principals, officers, employees and agents of the Contractor, the Town may recover from the Contractor the amount of any medical costs and compensation paid to or on behalf of the principals, officers, employees and agents of the Contractor and any expenses relating to claims filed under the provisions of Workers' Compensation.

THE TOWN OF RAYMOND MUST BE NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL AND AUTOMOBILE LIABILITY.

4.17 AUTHORITY OF OWNER

The Director of Public Works or his/her designee, as the Owner's Representative, shall decide all questions which may arise as to the performance, continuity, and acceptability of work to be done and all materials to be furnished under this contract and shall decide all questions which may arise as to the interpretation of plans and specifications used and as to the fulfillment of this contract on the part of the Contractor and as to defects in the Contractor's work. The order, progress and methods of construction shall always be satisfactory to the Director of Public Works or his/her designee.

4.18 PUBLIC CONVENIENCE AND TRAFFIC CONTROL

The Contractor will be responsible for maintaining resident and emergency access within the Project Limits during active construction hours and allow for through traffic during off hours. Roadways will always remain open for emergency traffic. Exceptions must be brought before The Director of Public Works or his/her designee.

The Contractor shall always so conduct his work as to assure the least possible obstruction to traffic. The safety and convenience of the public and the residents along the project route and the protection of persons and property shall be provided for by the Contractor. The Contractor shall be responsible for proper and timely notification to residents before making any interruptions of their access.

Fire hydrants and water holes for fire protection on or adjacent to the project site shall always be kept accessible to the fire apparatus, and no obstructions shall be placed within 10 feet of any such facility. No footways, gutters, sewer inlets, or portions of highways adjoining the project site shall be obstructed more than is necessary. If all or part of a roadway is officially closed to traffic during construction, the Contractor shall immediately notify the local fire department, police department and Owner as well as provide and maintain safe and adequate traffic accommodations, satisfactory to the Owner, for residences and businesses along and adjacent to the roadway so closed.

When the maintenance of traffic is considered by the Owner to be of minor significance, certain contracts may not show this work as a pay item. In such cases, the Contractor shall bear all expense of maintaining traffic over the sections of road undergoing improvement and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary, without direct compensation.

It is the responsibility of the Contractor to provide flaggers and all signage, permanent and temporary. If the work requires a police presence for traffic control, it shall be the responsibility of the Contractor to coordinate with the Police Department. All costs associated with this effort shall be invoiced by the Police

Department to the Contractor. Additionally, all work zone traffic control measures including flagging personnel and traffic control devices are to conform to MUTCD Standards. No work may start until these devices are in place. The Contractor will also provide for safety and warning devices when warranted for non-work hours or after construction has ended for the day or week.

4.19 PRE-CONSTRUCTION CONFERENCE

The Contractor shall not commence work until a conference has been held at which representatives of the Contractor and Owner are present. The Owner will arrange the pre-construction conference.

4.20 COOPERATION WITH UTILITIES

The Contractor will notify all utility companies, all pipeline owners, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipelines, and other appurtenances within or adjacent to the limits of construction made as soon as practicable. The Contractor shall notify Dig Safe, prior to starting work, and notify the Owner of same.

In the event of interruption to water or utility services because of accidental breakage or because of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of services. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority. If any utility service is interrupted for more than 4 hours, the Contractor shall make provisions for temporary service at his own expense until service is resumed.

4.21 LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies of tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall always observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

4.22 PERMITS

Prior to commencing work or performing any phase of the work, Contractor shall obtain any necessary permits as may be required.

4.23 INDEMNIFICATION

The Contractor shall indemnify, defend, and save harmless the Town, and its officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense if attributable

to bodily injury to or destruction of tangible property including the loss of use resulting therefrom: and is caused in whole or in part by any negligent or willful act of omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Town agrees that the Contractor will not be responsible for any suit, action or claim of loss or expenses because of bodily injury, or damages, caused by the Town, its officers, agents, and employees due to the negligence or omission of the Town. This covenant shall survive the termination of this Contract.

4.24 ARBITRATION

Any controversy arising out of or relating to this contract, or the breach thereof shall be settled by arbitration. The parties shall select an arbitrator. The arbitrator shall adopt appropriate arbitration rules like the American Arbitration Association or any other arbitration procedure. The place of arbitration shall be in the town/city within which the contract shall be principally performed. The arbitration hearing shall be held within thirty (30) days after the notice of arbitration is delivered by one party to the other party. In the event the parties are unable to agree on the arbitrator then application can be made to the Superior Court for the County within which the contract shall be principally performed under RSA Chapter 542.

END OF SECTION

5.0 BID AND CONTRACT FORMS

5.01 BID SUBMISSION CHECKLIST

In order to be considered responsive, each prospective contractor must submit the following documents, in one (1) original as part of his/her bid:

- a) Cost Proposal and Bid Form
- b) Statement of Bidder Qualifications
- c) Form W-9
- d) Indemnification Agreement

The successful contractor must submit, prior to contract signing, the following documentation:

- e) The contractor's insurance certificate (naming the Town of Raymond as Additional Insured) that meets the minimum requirements for types and levels of coverage.

5.02 COST PROPOSAL BID FORM

Project Name: **2024 Roadway Improvements**

Project Description: The proposed work for the **2024 Roadway Improvements** consists of road related construction and paving along several roads in Town as further described in these documents. Major items of work include: asphalt reclamation (resulting in stabilized road base), grading and compacting, hot mix asphalt resurfacing of roads,; shouldering, traffic control, and all appurtenant work in accordance with the Specification and Contract Documents. In addition to the specifications included in these documents, all construction methods and materials shall conform to the New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction (latest version).

The Contractor shall have all road work completed no later than September 13, 2024.

Submit Bids: Bid proposals will be accepted on enclosed bid forms and must be sealed in an envelope with "Town of Raymond – 2024 Roadway Improvements" clearly marked on the outside. Bids will be received by the Town of Raymond, Public Works Department, 4 Epping Street, Raymond, New Hampshire 03077 until **2:00pm on Wednesday, April 3, 2024, at which time and place they will be opened and publicly read.**

ITEMIZED BID SHEET

PROJECT LOCATION #1:

*Old Manchester Road from 39 Old Manchester Road to the islands at Route 101
Length: 0.4 miles/2,112 feet (RECLAIM)*

*Old Manchester Road from Main Street to 39 Old Manchester Road
Length: .68 miles/3,590 feet (SHIM & OVERLAY)*

COST: \$ _____

PROJECT LOCATION #2:

*Wight Street from Old Manchester Road to Main Street
Length: .16 miles/844 feet (SHIM & OVERLAY)*

COST: \$ _____

PROJECT LOCATION #3:

*Epping Road from Main Street to Route 27
Length: .79 miles/4,171 feet (SHIM & OVERLAY, & MILLING)*

COST: \$ _____

PROJECT LOCATION #4

*Church Street from Epping Street to Main Street
Length: .06 miles/316 feet (SHIM & OVERLAY, & MILLING)*

COST: \$ _____

PROJECT LOCATION #5:

*Main Street from 35 Main Street to 123 Main Street
Length: .97 miles/5,121 feet (RECLAIM)*

*Main Street from 123 Main Street to Route 102
Length: .53 miles/2,798 feet (SHIM & OVERLAY, SHOULDERS AS NEEDED)*

COST: \$ _____

PROJECT LOCATION #6 (ADD ON):

Municipal Parking Lot at Town Hall, 4 Epping Street

COST: \$ _____

AC CLAUSE AT TIME OF BID: \$ _____

TOTAL COST (PROJECTS 1-6) : \$ _____

5.03 **STATEMENT OF BIDDER QUALIFICATIONS**

Complete the following questions relative to bidder's qualifications. All questions must be answered and the data given must be clear and comprehensive. If necessary, add separate sheets.

1. **Business Information**

Name of Business: _____

Permanent Main Office Address:

Office Phone: _____

Contact Name: _____

Email Address of Contact: _____

When Incorporated: _____

Where Incorporated: _____

2. How many years have you been engaged in the contracting business under your present firm name?

3. General character of work performed by your company:

4. Contracts on hand: (Attach list showing project title, project location, gross amount of each contract, the approximate anticipated dates of completion, and names of Owner and Architect/Engineer.)

5. Experience of work similar to this contract: (Attach list showing project title, project location, gross amount of each contract amount, month and year completed, and names and phone numbers of Owner and Architect/Engineer.) Minimum of three (3) required.

5.04 **INDEMNIFICATION AGREEMENT**

CONTRACT FOR: **Town of Raymond - 2024 Roadway Improvements**

THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE,
AND IS HEREBY, A PROVISION OF ANY CONTRACT

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the Town, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY: _____

TAXPAYER IDENTIFICATION NUMBER: _____

AUTHORIZED SIGNATURE: _____

ADDRESS: _____

TELEPHONE: _____

TOLL-FREE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

Failure to submit this form with your Bid may result in your Bid being rejected as unresponsive.

5.05 **NOTICE OF AWARD**

TO: _____

ADDRESS: _____

CONTRACT FOR: **Town of Raymond - 2024 Roadway Improvements**

You are notified that your Bid dated _____, 2024 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract to construct the 2024 Roadway Improvements in the Town of Raymond, NH 03077. All terms, conditions, specifications and prices shall be in accordance with; (1) the requirements and provisions of the Contract Documents which are defined in Division 100, entitled "General Provisions", as contained in the Standard Specifications for Road and Bridge Construction of the State of New Hampshire, Department of Transportation, approved and adopted (most current version); (2) the TOWN'S bid documents for 2024 Roadway Improvements; and (3) the CONTRACTOR'S bid which was opened and publicly read on _____, 2024.

The Contract Price of your contract shall be the not-to-exceed price of:

_____ Dollars

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

Failure to comply with these conditions within the time specified will entitle the TOWN to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) calendar days after you comply with these conditions, the TOWN will return to you one fully signed counterpart of the Agreement, and issue a Notice to Proceed.

Dated this _____ day of _____, 2024

TOWN OF RAYMOND (OWNER)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

Company: _____

this the _____ day of _____, 2024.

Signature: _____

Printed Name: _____

Title: _____

5.06 **AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2024 by and between The Town of Raymond, NH hereinafter called "OWNER" and

_____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the 2024 Roadway Improvements project in the Town of Raymond, NH hereafter called the PROJECT, as shown in the Notice to Proceed and as specified herein. All terms, conditions, specifications and prices shall be in accordance with; (1) the requirements and provisions of the Contract Documents which are defined in Division 100, entitled "General Provisions", as contained in the Standard Specifications for Road and Bridge Construction of the State of New Hampshire, Department of Transportation, approved and adopted (most current version); (2) the TOWN'S bid documents for 2024 Roadway Improvements; and (3) the CONTRACTOR'S bid which was opened and publicly read on _____, 2024.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within a set amount of time after the date of the NOTICE TO PROCEED as agreed upon by the OWNER and the CONTRACTOR.

The work will be completed and ready by **September 13, 2024**.

4. The OWNER shall pay the CONTRACTOR for the performance of the AGREEMENT, the amounts determined for the total number of each of the units of work completed at the unit price stated. The number of units contained in the bid documents are approximate only and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by this Agreement. The AGREEMENT price shall be the not-to-exceed price of:

_____ Dollars

(\$ _____)

5. The term "CONTRACT DOCUMENTS" means and includes the following:
- (A) INVITATION FOR BIDS
 - (B) CONTRACTOR'S BID

TOWN OF RAYMOND
2024 ROADWAY IMPROVEMENTS

- (C) FORM W-9
- (D) INDEMNIFICATION AGREEMENT
- (E) QUALIFICATIONS STATEMENT
- (F) INSURANCE CERTIFICATE
- (G) BID BOND
- (H) PAYMENT AND PERFORMANCE BONDS
- (I) NOTICE OF AWARD
- (J) AGREEMENT
- (K) NOTICE TO PROCEED
- (L) ADDENDA: No.____, dated _____, 2024

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents in such amounts as required by the CONTRACT DOCUMENTS. Retention from progress payments will be in accordance with the General Terms and Conditions.

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original on the date first above written.

TOWN OF RAYMOND, NH:

Address: 4 Epping Street
Raymond, NH 03077

BY: _____

Name: _____

Title: _____

ATTEST:

BY: _____

Name: _____

Title: _____

CONTRACTOR:

Address: _____

BY: _____

Name: _____

Title: _____

ATTEST:

BY: _____

Name: _____

Title: _____

5.07 **NOTICE TO PROCEED**

TO: _____

ADDRESS: _____

CONTRACT FOR: **Town of Raymond - 2024 Roadway Improvements**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2024. The work shall be completed by **September 13, 2024**.

The Contract provides for an assessment of the sum of \$500 as liquidated damages for each consecutive calendar day after the established Contract completion date that the WORK remains incomplete.

Before you may start any Work at the site the General Terms and Conditions provides that you must deliver to the OWNER:

1. Certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
2. A Performance Bond in the amount of 100% of the contract price

Dated this _____ day of _____, 2024

TOWN OF RAYMOND (OWNER)

By _____

Title _____



**ADDENDUM #1
ROADWAY IMPROVEMENTS
Town of Raymond, NH**

DATE: March 27, 2024

TO: All Potential Bidders

STATEMENT:

Please include unit costs for all items. Itemized bid sheet is for the estimated cost per project. Add 1 1/2" of top on all reclaimed areas.

DEADLINE EXTENDED TO:

APRIL 10, 2024 AT 2:00PM AT WHICH TIME THE BIDS WILL BE OPENED IN PUBLIC AT THE DPW OFFICE LOCATED AT 4 EPPING STREET IN RAYMOND, NH.