

B38-10

City of Concord, New Hampshire

Purchasing Division

Crescent Street Reconstruction Clearing Project

Prepared for, and in coordination with the

**ADMINISTRATION DEPARTMENT
ASSISTANT FOR SPECIAL PROJECTS**

Contract
Bid Documents
Specifications

Consulting Firm: Hoyle, Tanner & Associates, Inc.

BID DUE DATE/TIME: 2:00 PM April 16, 2010

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GENERAL PROVISIONS AND EXPECTATIONS

Contract shall be governed by the General Conditions of the contract, modifications thereto and supplemental conditions contained in this document. Work shall be performed according to NHDOT Standard Specifications for Road and Bridge Construction (latest edition) as modified by this documents Special Provisions.

TECHNICAL REFERENCES

NHDOT Standard Specifications for Road and Bridge Construction (latest edition) – Section 201

SPECIAL PROVISIONS

Amendment to Section 201 – Clearing and Grubbing



City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET, CONCORD, NH 03301

603-225-8530 FAX: 603-230-3656

www.concordnh.gov

INVITATION FOR BIDS

The Purchasing Division, located at the Combined Operations & Maintenance Facility, 311 North State Street, Concord, New Hampshire 03301, will receive sealed Bids for Crescent Street Reconstruction Clearing Project until 2:00 PM on April 16, 2010 at which time and place they will be opened and publicly read. The sealed envelope should be plainly marked:

B38-10, Crescent Street Reconstruction Clearing Project

Bids may be issued only by the Purchasing Manager to authorized firms and are not transferable unless authorized by the Purchasing Manager.

Plans and specifications may be obtained from the Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603) 225-8530 or on-line at www.concordnh.gov.

Each bid shall be accompanied by a certified check, cash, check drawn by a New Hampshire bank, or bid bond for and subject to conditions provided in the Instruction to Bidders. The amount of such bid deposit shall be **five hundred dollars (\$500)**, made payable to the City of Concord, New Hampshire.

The successful bidder will be required to furnish a Performance and Payment Bond in the total amount of **five hundred dollars (\$500)**.

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

1. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.

2. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
3. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, during the one/two year warranty period and released only after the City has accepted the project.

Liquidated damages shall be required in the event that the project completion is unnecessarily delayed beyond the contract completion date. The liquidated damages requirements are further detailed in B38-10 General Terms and Conditions.

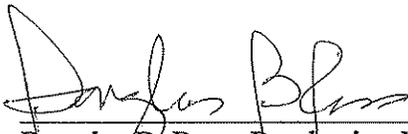
The City of Concord reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the bidding, to accept the bid considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City 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 bid as non-responsive and subject to disqualification.

All bids are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@onconcord.com www.onconcord.com/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummary.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	mweaver@cdcnews.com www.cdcnews.com

APPROVED:


 Douglas B. Ross, Purchasing Manager
 Date: March 22, 2010

Bid Due Date/Time: 2:00 PM on April 16, 2010

GENERAL TERMS AND CONDITIONS

PREPARATION OF BIDS:

Bids shall be submitted on the forms provided and must be signed by the Bidder or the Bidder's authorized representative. The person signing the bid shall initial any corrections to entries made on the bid forms.

Bidders must quote on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to quote on all items may disqualify the bid. When bids on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base bid response, i.e. it shall not be a separate document which could be construed as a second bid.

Unless otherwise stated in the Request, the bidder agrees that the bid shall be deemed open for acceptance for Sixty (60) calendar days subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than seven (7) calendar days before the Request for Bids due date to be considered. Any changes to the Request for Bids will be provided to all bidders of record.

The bidder shall not divulge, discuss or compare this bid with the bid of any other bidders and shall not collude with any other bidder or parties to a bid whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of materials shall be allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Bid List).

The name of manufacturer, trade name, or catalog number mentioned in this request for bids description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified.

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The vendor may be required to supply proof of compliance with bid specifications. When requested, the vendor must immediately supply the City with certified test results or certificates of compliance. Where

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none are available, the City may require independent laboratory testing. All costs for such testing, certified test results or certificates of compliance, shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or Bid number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF BIDS:

Bids must be submitted as directed in the Invitation for Bids, and on the forms provided unless otherwise specified. Bids must be typewritten or printed in ink. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF BIDS:

Bids may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the bidder to the Purchasing Agent. Negligence on the part of the bidder in preparing this bid shall not constitute a right to withdraw bid subsequent to the bid opening. Bids may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid is offered by any one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct bid in its own behalf.

RECEIPT AND OPENING OF BIDS:

Bids shall be submitted prior to the time fixed in the Invitation for Bids. Bids received after the time so indicated shall be returned unopened. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

PRESENCE OF BIDDERS AT OPENING:

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

BID EVALUATION:

In an attempt to determine if a bidder is responsible, the City, at its discretion, may obtain technical support from outside sources. Each bidder will agree to fully cooperate with the personnel of such organizations.

BID RESULTS:

Bidders may secure information pertaining to the results of a bid by visiting the Purchasing office weekdays between the hours of 8:30 AM and 4:00 PM; or by going on-line at www.concordnh.gov/Purchasing.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE BIDS:

When identical low bids are received, with respect to price, delivery and quality, award may be made by a toss of coin, with the following exception: When a tie bid exists between a local (a business establishment within City limits) bidder and an out-of-town bidder, preference will be given to the local bidder. Any bidder having a local agent who is a bona fide resident of the City is considered a local bidder. If a tie bid exists between two local bidders, or two out-of-town bidders, the decision may be made by a toss of coin.

LIMITATIONS:

This bid document does not commit the City to award a contract, to pay any costs incurred in the preparation of a bid response, or to procure or contracts for goods, services or supplies. The City reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or in its entirety this bid document, if it is in the best interests of the City to do so.

AWARD OF CONTRACT:

The contract may be awarded to the lowest responsive and responsible bidder as soon as practical after the bid opening unless otherwise stated, but generally not before ten (10) working days from the bid opening.

It is the policy of the City that contracts are awarded only to responsive and responsible bidders. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this bid and provide all documentation required of this bid

It is requested that interested parties refrain from making inquiries during this period. A "Letter of Award" and accompanying "Notice of Award" will announce the contract award. The City of Concord reserves the right to waive any formality, informality, information and/or errors in the bids submitted and the right to reject any or all bids at its discretion and to accept the bid which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices bid shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the bidder, except for the return of the bid bond, at any time before a contract has been fully executed by all parties and is approved by the City.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications that may be required by it. The Contractor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

RETURN OF BID BOND:

All bid bonds, except that of the lowest bidder, will be returned after the City has awarded a contract. The successful bidder's bid bond will be returned as soon as an agreement has been fully executed.

REQUIREMENTS OF SURETY BONDS:

At the time of the execution of the agreement, the successful bidder shall furnish the City with surety bonds, which have been fully executed by the bidder, guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bonds shall be acceptable to the City. Unless otherwise specified, the surety bonds shall be in the sum equal to the full amount of the agreement.

INSURANCE:

The successful bidder shall procure and maintain insurance, in the amounts and coverage detailed by the bid documents, acceptable to the City, at the bidder's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or bidder's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the bidder's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the bidder shall, or shall cause any carrier engaged by the bidder, to insure all shipments of goods for full value.

If the agreement with the bidder involves the performance of work by the bidder's employees at property owned or leased by the City, the bidder shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the bidder

be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All bidders and subcontractors at every tier under the bidder will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

CONTRACT:

The contract between the City and the Contractor shall consist of (1) the bid documents and any amendments there to and (2) the Contractor's bid. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the bid documents shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor and such written clarification shall govern in case of conflict with the applicable requirements contained in the bid documents and the Contractor's bid. In all other matters, not affected by written clarification, if any, the bid documents shall govern. The bidder is cautioned that this bid shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement and surety bonds that have been fully executed by the successful bidder, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful bidder's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful bidder to execute the agreement and/or furnish acceptable surety bonds within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder shall be just cause for cancellation of the award and forfeiture of the bid bond, not as a penalty, but as liquidation of damages to the City.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTRACT FOR CAUSE:

If through any cause, the Contractor shall fail to furnish, in a timely and proper manner, its obligations under any contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of any contract, the City shall thereupon have the right to terminate any contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished work, documents, plans, data programs and reports prepared by the Contractor under any contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, documents, plans, data programs and reports prepared by the Contractor under any contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the State. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

PATENT PROTECTION:

The successful bidder agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the City of Concord harmless from any liability arising under RSA 382-A, 2-312 (3).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful bidder shall belong exclusively to the City.

ASSIGNMENT PROVISION:

The successful bidder hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers. Deliveries that do not conform to the specifications or are not in good condition upon receipt; shall be replaced promptly.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

All invoices must reference a valid City of Concord Purchase Order Number

PROGRESS PAYMENTS AND RETAINAGE:

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

4. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.
5. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
6. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, during the one/two year warranty period and released only after the City has accepted the project.

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No additional fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND NOISE ORDINANCES

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

GUARANTEES & WARRANTY:

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the Contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the bid prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.**

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision and clause required by law to be inserted in this Invitation for Bids and any subsequent Contract shall be deemed to be inserted herein and this Invitation for Bids and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Invitation for Bids and/or Contract shall forthwith be physically amended to make such insertion or correction.

LIQUIDATED DAMAGES

In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before 15 days after Notice to Proceed, the City shall deduct from the payments due the Contractor each month, the sum of Three hundred dollars (\$300.00) plus engineering charges per day for each calendar day of delay, 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. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due or to become due the Contractor or shall be paid by the Contractor's surety.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation for Bids, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

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NON-DISCRIMINATION

Contracts for work resulting from this Invitation for Bids shall obligate the Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful bidder(s).

DEFINITIONS:

Bid shall also mean quotation, proposal, offer, qualification/experience statement, and services.

Bidders shall also mean vendors, offerers, Contractors or any person or firm responding to an invitation for bids.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS BID MAY RESULT IN WITHDRAWAL FROM THE BID LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

INSTRUCTIONS TO BIDDERS

Project Name: B38-10, Crescent Street Reconstruction Clearing Project

EXPLANATION TO BIDDERS:

Any explanation regarding the meaning or interpretation of contract drawings, specifications or other contract documents must be requested in writing with sufficient allowance of time for receipt of reply before the time of the bid opening, i.e. at least seven (7) calendar days. Any such explanations or interpretations shall be made in the form of an addendum to the documents and shall be furnished to all bidders who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding. Requests for explanations should be addressed to:

Douglas Ross, Purchasing Manager
Combined Operations & Maintenance Facility
311 North State Street
Concord, NH 03301
(603) 225-8530
(603) 230-3656 (Fax)
dross@concordnh.gov

BIDDERS UNDERSTANDING:

Bidders should visit the work site to familiarize themselves with pertinent local conditions such as location, character, and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc.

The City of Concord shall make available to all prospective bidders, previous to the receipt of bids, information that it may have as to the extraordinary site conditions at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the contractor might draw there from.

INSPECTION FEES:

The Contractor (or subcontractor if used) shall not be assessed fees for layout or inspection of work by City of Concord personnel, when such layout and/or inspection is required as part of the Specifications for the project. If, however, additional layout and/or re-establishment of bench marks, etc. is required due to negligence or failure of the Contractor to conform to the Specifications and Standards, then charges shall be made to him, and shall not be reimbursable by the City. The Contractor may be assessed the additional expense for inspection work during overtime or weekend hours should these hours be solely at the convenience of the Contractor.

INTEREST OF THE CONTRACTOR:

The Contractor hereby covenants that he has at the time of execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed pursuant to this Agreement. The

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Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

EXTRAS:

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price thereof have been authorized in writing by the City.

OPPORTUNITIES FOR RESIDENTS:

The Contractor covenants and agrees that in the work to be performed under this Contract, the Contractor will take affirmative action to insure that residents of the City of Concord are given maximum opportunity for employment and that business concerns located in, or owned in substantial part by, residents of the City of Concord are to the greatest extent feasible, awarded contracts.

The City may request, in which case the Contractor shall provide, such information as the Owner shall determine is necessary to ascertain the Contractor's conformance with the provisions of this section.

EXTRA WORK:

The Contractor shall do any work incidental to the proper completion of the contract not herein otherwise provided for when and as ordered in writing by the City. The amount of compensation to be paid to the Contractor for extra work as so ordered, shall be determined by the City to be one of the following:

- By such applicable unit prices, if any, as set forth in the Contract; or
- If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed to by the City and the Contractor; or
- 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 City 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 City in writing.
- In the case of extra work performed by subcontractors, whether under the specific contract item provided herein, or otherwise approved by the City, the ten percent (10%) added to the reasonable cost of the work will be allowed only to the subcontractor. On such work, an additional five percent (5%) of the reasonable cost (before addition to the ten percent -10%) will be paid to the Contractor for his work in directing the operations of the subcontractor and for any overhead involved.

QUALIFICATIONS OF BIDDER:

The City of Concord may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry

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out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

THE CITY TO DECIDE:

The City 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 at all times be satisfactory to the City. The contractor shall vie his attention constantly to the faithful prosecution of the work, and shall keep the same under his personal control.

TIME AND MANNER OF DOING THE WORK:

Before any work is begun, the Contractor shall discuss fully with the City the order and manner of doing the work and the operating procedure shall at all items comply with the requirements of City. 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 the occupant when such interruptions are anticipated.

GENERAL PROVISIONS:

Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the City and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which orders are given.

LAWS AND REGULATIONS:

The Contractor shall keep himself fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such laws, ordinances, regulations, orders or decrees, he shall forthwith report the same to the City in writing. The Contractor shall at all times observe and comply with and shall cause all of its agents and employees to observe and comply with such laws ordinances, regulations, orders and decrees; and shall protect and indemnify the City and its officers, agents and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or decrees, whether by the Contractor or the Contractor's employees or subcontractors.

EXISTING STRUCTURES:

The Contractor shall take full responsibility for maintaining and restoring all existing structures encountered by construction operations, including but not limited to paving, catch basins, drains, electric lights, utility conduits, utility poles, telephone lines, electric lines, CATV lines, fire alarm lines, gas 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

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if necessary, all electric, CATV, fire alarm, and telephone poles and lines, and gas mains which are encountered in the Contractor's work.

MAINTAIN STREETS PASSABLE:

Unless otherwise specifically permitted by the proper authorities of the City, the Contractor shall at all times maintain the streets passable on which the Contractor is conducting work. The Contractor shall maintain access to all houses, garages, etc., with the least possible interruption and shall conduct all work so that the inconvenience to all property owners adjacent to the work will be at a minimum. All property owners shall be notified in advance if access to their property is to be temporarily interrupted. In case of any hardship resulting therefrom, the Contractor shall make suitable arrangements with the property owner to the satisfaction of the City.

PERMITS:

The Contractor shall secure all necessary permits from the state, city authorities having jurisdiction in the streets or highways and all other necessary building and construction operations requiring permits, and the Contractor will be required to repair any damage caused by the Contractor's operations to any street, highway or existing structure either above or below ground surface.

USE OF HIGHWAYS:

The use of state, city and town highways for hauling construction equipment or materials involved in the work will be subject to the rules and regulations of the state highway department, city or town governing such use by contractors and the Contractor shall comply with all such rules and regulations.

BARRICADES, DANGER, WARNING AND DETOUR SIGNS:

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 all operations so as to keep traffic moving steadily 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.

As a further precaution, the Contractor shall keep all persons not directly connected with the work or authorized by the City to be in the work area, from any City land or easements involved in the required work.

ACCESS TO WORK:

Authorized agents and employees of the City may, at any time and for any purpose, enter upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities. Other contractors of the City, federal and/or state government and city officials and landowners may also, for all the purposes which may be required by their agreements and contracts, enter upon the work and premises used by the Contractor and other contractors of the City, state or landowners in regard to their work as determined by the City.

SITE MANAGEMENT, DUST CONTROL, ETC.:

The Contractor shall maintain the site of the work in a reasonable condition, shall avoid or promptly remove accumulations of dirt, debris, etc., from highways and storage areas, shall control the creation of a dust nuisance by sprinkling or chloride treatment, shall limit noise, and vibration and take such other measures as may be reasonable or proper to avoid undue nuisance to surrounding property owners.

LINES AND GRADES:

The Contractor shall keep the City informed in advance of the items and places at which the Contractor intends to do work. It is the responsibility of the Contractor to furnish lines and grades for new construction and to make necessary measurements and minor adjustments. The Contractor shall have no claim for damages or extension of time on account of delays in giving lines and grades or destruction of marks and the consequent necessity for replacement. The Contractor shall be and is required to check all such lines and grades before and during the progress of the work, and the Contractor alone shall be responsible for the proper fit and dimension of all portions of the work.

The work associated with this project shall conform fully to the established lines and grades and to the directions given to the Contractor as the work progresses, subject to such modifications or additions the City shall determine to be necessary during the execution of the work.

ALL WORK TO BE INSPECTED:

Proper notice shall be given the City by the Contractor of the times and places the Contractor intends to do work. All work is subject to inspection by the City. Any work which is done contrary to the direction of the City shall be considered unauthorized. If such unauthorized work is not accepted by the City, the Contractor shall agree to remove and replace such unauthorized work at the Contractor's own expense and to the satisfaction of the City.

CLEANING UP OR RESTORATION WORK:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's employees or work, or the employees or work of any of the Contractor's subcontractors.

EMERGENCY REPAIRS, ETC.:

If, in the opinion of the City, at any time while the Contractor is responsible for the work or maintenance thereof, any emergency exists because there are not adequate barricades, lights, signs, etc. to warn and protect the public and/or persons or property in the vicinity of the work, or that the work under construction, or other adjacent streets, ground or structures are in acute danger of damage or injury by reason of inadequate drainage protection or other proper precautions which it is the duty of the Contractor to provide or to have provided; or if a street, road, walk or other premises are unsafe by reason of any settlement of any filling placed by the Contractor, the City may direct the Contractor or the Contractor's representative to remedy the difficulty immediately and to furnish and erect the needed barricades, lights, or signs; to provide and set adequate sheeting, shoring and bracing to provide adequate pumps and drainage facilities; to fill settlements; to smooth roads, streets, walks or grounds; or to perform similar urgently needed services. If the Contractor or the Contractor's representative is not present or is not

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immediately available or able to receive such orders or to perform the emergency services needed, or fails to act following such notice, the City may cause such defects to be corrected and the Contractor shall reimburse the City for any expense incurred. The City may deduct from any sum or sums due or to become due to the Contractor such sum or sums as may be proper to reimburse the City for such expense(s), or may collect the costs of such work by other means.

ACT OR FAILURE TO ACT ON PART OF THE CITY DOES NOT REDUCE LIABILITY OF CONTRACTOR:

Given notice, or failure to give notice, or acting as authorized in the preceding sections, or failure to so act on the part of the City; or any questions as to the adequacy of the notice by the City, or of the Contractor's acts or those of the City as provided in those sections shall not in any way relieve the Contractor from any part of his responsibility or liability for performing any and all of the acts and assuming any and all of the risks, duties and liabilities which the Contractor is obligated to perform or assume.

OSHA REGULATIONS:

The Contractor shall follow and shall maintain all safety standards as prescribed by OSHA without exception. The City shall require strict adherence to all safety rules and regulations. The Federal Register Number for Contractor reference is Vol. 37, Part 262. The Federal Register Number for construction work for reference is Vol. 37, Part 243.

INSURANCE:

See Insurance Requirements for All Contractors

TECHNICAL SPECIFICATIONS:

The technical specifications for the project shall be the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction (latest version) with Special Provisions and technical references as attached to these Contract Documents as well as the City of Concord Construction Standards (latest edition).

TIME OF COMPLETION

The successful Contractor agrees to commence work within 5 days after the written Notice to Proceed as agreed upon by the City and the Contractor and that the date of final completion, with such extensions as approved in writing by the City, shall be no later than (15) fifteen days after Notice to Proceed.

SCOPE OF WORK

PROJECT NAME: B38-10, Crescent Street Reconstruction Clearing Project

SCOPE OF WORK:

PROJECT IDENTIFICATION

N/A

DESCRIPTION OF WORK

The following is a general description of the limits of work to be performed as part of this project. The contractor will be responsible for clearing and removing brush and trees between East Street and Walnut Street as shown on the plans to allow installation of new utilities. Work shall include minor restoration, as specified, to stabilize the site and prevent erosion.

ENVIRONMENTAL COMMITMENTS

All standard measures shall be employed to ensure that temporary increases in noise and dust levels are minimized to the extent practical and limited to the construction period.

Standard erosion and sediment control measures shall be employed to assure all negative impacts are avoided and/or minimized.

BASIS OF AWARD

BID PROPOSAL for this WORK will be compared on the basis of the aggregate sum of the products of the various unit prices and lump sum items multiplied by the quantities given in the Proposal Schedule. The lowest bid shall be the lowest total of the bid prices for the project.

Note that the Owner reserves the right to accept or reject any or all bids based on bidder qualifications and project funding.

UTILITY CONTACTS

Electric	Unitil Stan Balch 227-4515	Telephone	Fairpoint Communications Katie Jones 226-1436
CATV	Comcast Tim Dent 899-6718 ext. 516	Gas Main	National Grid Alan Tinker 286-2510
Fire Alarm	Concord Fire Department Richard Wollert 225-8667		

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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:

1. Bid Form
2. Itemized Bid Sheets
3. \$500 Bid Bond
4. Alternate Form W-9
5. City of Concord Indemnification Agreement
6. Qualifications Statement

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

1. 100% Payment Bond
2. 100% Performance Bond
3. Insurance Certificate (Naming the City of Concord as **Additional Insured**) that meets the minimum requirements for types and levels of coverage.

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BID FORM

Project Name: B38-10, Crescent Street Reconstruction Clearing Project

Description of Work to be Performed: Refer to **CONTRACT DOCUMENTS**

SEND TO: Douglas B. Ross
Purchasing Manager
City of Concord
311 North State Street
Concord, NH 03301

ITEMIZED BID LIST

BID ITEM NO.	EST. QTY.	UNITS	BID ITEM DESCRIPTION AND UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (DOLLARS AND CENTS)	BID ITEM TOTAL IN FIGURES (DOLLARS AND CENTS)
201.01A	0.14	AC	CLEARING (Area A) _____ DOLLARS AND _____ CENTS		
201.01B	0.10	AC	CLEARING (Area B) _____ DOLLARS AND _____ CENTS		
TOTAL AMOUNT OF BID			_____ DOLLARS AND _____ CENTS		

In compliance with your Invitation for Bids dated March 26, 2010 for the above captioned project, the undersigned hereby proposes to furnish all labor, equipment and materials and perform all work for said project for the not-to-exceed unit price base bid price of:

Written _____ Dollars \$ _____ Figures

Said work to be done in strict accordance with the plans, specifications and all Contract Documents; and the undersigned agrees that upon written acceptance of this bid, he/she will within ten (10) calendar days of receipt of such notice, execute a formal Contract Agreement with the City of Concord, and that he/she will provide the necessary payment and performance bonds and Certificates of Insurance. The undersigned further agrees that, if awarded the Contract, he/she will commence the work within (5) five after date of the written Notice to Proceed as agreed upon by the City and the Contractor and that they will complete the work no later than (15) fifteen days after Notice to Proceed.

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THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS BID.
2. THE RECEIPT OF THE FOLLOWING ADDENDA _____.
3. THE FIRM SUBMITTING THIS BID HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT.

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PROMPT PAY DISCOUNT PERCENTAGE: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Manager
311 North State Street
Concord, NH 03301
603-225-8530
603-230-3656 (Fax)
dross@concordnh.gov

Bid Due Date/Time: 2:00 PM on April 16, 2010

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Alternate Form
W-9
(rev 5/06)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Concord Finance Department 41 Green Street Concord NH 03301
City, state, and ZIP code	
List account number(s) here (optional)	
Part I	Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
Part II	Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
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Concord, NH

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Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

CITY OF CONCORD, NEW HAMPSHIRE

**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 City, 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 City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City 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.

QUALIFICATIONS STATEMENT

The undersigned submits answers to the following questions to enable the City of Concord to judge experience and ability in, and facilities for, the work proposed to be done.

1. The work, if awarded to you, will have the resident personal supervision of whom?
State his/her name, title, and their special qualifications:

2. Describe equipment you propose to furnish. (a) your own; (b) rented:

a. _____

b. _____

3. How many years has your organization been in business as a contractor under the name in which you propose to execute this contract?

4. Has your present organization ever failed to complete any work awarded to it?
If so, state when, where and why: _____

Provide three (3) references (to include name, address, telephone number and point of contact) for contracts that you currently have or have completed with a scope of work similar to that detailed by B38-10:

INSURANCE REQUIREMENTS FOR ALL CONTRACTORS

Additional Coverage is Required if Checked *Minimum Limits Required*

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

Additional Coverage to Include

<input type="checkbox"/> Owners & Contractors' Protective – Limit	NA
<input type="checkbox"/> Underground/Explosion and Collapse	NA

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
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- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

<input type="checkbox"/> Garage Liability	NA
<input type="checkbox"/> Garage Keepers Legal Liability	NA

Workers Compensation

NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	NA
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

<input type="checkbox"/> 1. Professional/Errors & Omissions	NA
<input type="checkbox"/> 2. Builders Risk – Renovation Form	
All Risk completed value form including Collapse	NA
Sublimit for Soft Cost Coverage	NA
<input type="checkbox"/> 3. Installation Floater (Equipment)	NA
<input type="checkbox"/> 4. Riggers Liability	NA
<input type="checkbox"/> 5. Environmental – Pollution Liability	NA
<input type="checkbox"/> 6. Aviation Liability	NA
<input type="checkbox"/> 7. Watercraft – Protection & Indemnity	NA

**The City of Concord and Hoyle, Tanner & Associates, Inc. must be named as
 Additional Insured**

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Concord, NH



Finance Department

Purchasing Division

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 North State Street, Concord, NH 03301

(603)225-8530: FAX(603)230-3656

www.concordnh.gov

Reference: B38-10

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank you.

* * * * * No Bid Questionnaire * * * * *

A no bid is submitted in reply to the City of Concord Invitation for Bids (B38-10) for the following reasons:

- _____ Item not supplied by our company.
- _____ Bid specification (give reason(s), e.g., too restricted, not clear, etc.):

- _____ Profit margin on municipal bids too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, bid process, administrative problems, etc) _____
- _____ Insufficient time allowed to prepare and respond to bid request.
- _____ Bid requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to bid specifications.
- _____ Other reason(s), please specify: _____

.....
Company Name and Address: _____

Phone: (_____) _____

(Signature)

(Typed/Printed Name & Title)

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Concord, NH

NOTICE OF AWARD

Dated _____, 2010

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: B38-10

PROJECT: Crescent Street Reconstruction Clearing Project

CITY'S CONTRACT NO.: B38-10

CONTRACT FOR: Tree and Brush Clearing and Offsite Disposal

You are notified that your Bid dated _____, 2010 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for Tree and Brush Clearing and Offsite Disposal. All terms, conditions, specifications and prices shall be in accordance with the CITY'S bid documents, Project B38-10, Crescent Street Reconstruction Clearing Project and the CONTRACTOR'S bid which was opened and publicly read on April 16, 2010.

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

_____ Dollars (\$) _____).

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____, 2010. You must deliver to the CITY:

1. One fully executed counterpart of the Agreement.
2. The Contract Security (100 % Payment and Performance Bonds) and Insurance Certificate(s) as specified in the Notice to Contractors and General Conditions.
3. (List other conditions precedent)

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Failure to comply with these conditions within the time specified will entitle the **CITY** 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 **CITY** will return to you one fully signed counterpart of the Agreement, issue a Notice to Proceed and purchase order and return your bid bond security.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY: _____
(AUTHORIZED SIGNATURE)

Douglas B. Ross, Purchasing Manager
(NAME/TITLE)

Copy to: ADMINISTRATION

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2010 by and between The City of Concord, New Hampshire, hereinafter called "**CITY**" 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 Crescent Street Reconstruction Clearing Project. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** bid documents (B38-10) and the **CONTRACTOR'S** bid opened and publicly read on April 16, 2010.
2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the **PROJECT** as detailed by B38-10.
3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** within (5) five days after the date of the **NOTICE TO PROCEED**. The date of completion for the project shall be no later than (15) fifteen days after the date of the **NOTICE TO PROCEED**.
4. The **CITY** 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 numbers 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 (\$ _____)
Written Figures

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5. The term “**CONTRACT DOCUMENTS**” means and includes the following:

- (A) B38-10 ISSUED BY THE CITY
- (B) CONTRACTOR’S BID IN RESPONSE TO B38-10
- (C) ALTERNATE FORM W-9
- (D) INDEMNIFICATION AGREEMENT
- (E) QUALIFICATIONS STATEMENT
- (F) INSURANCE CERTIFICATE
- (G) BID BOND
- (H) PERFORMANCE AND PAYMENT BONDS
- (I) LETTER OF AWARD AND NOTICE OF AWARD
- (J) AGREEMENT
- (K) NOTICE TO PROCEED
- (L) CITY OF CONCORD PURCHASE ORDER
- (M) ADDENDA:

No. _____, dated _____, 2010
No. _____, dated _____, 2010

6. The **CITY** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**. There will be no retention from progress payments 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.

B38-10
Crescent Street Reconstruction Clearing Project
Concord, NH

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:
CITY OF CONCORD, NEW HAMPSHIRE

By: _____

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

Name: _____
(Please Type)

Title: _____

CONTRACTOR:

By: _____

Name: _____
(Please Type)

Address: _____

(SEAL)

ATTEST:

Name: _____
(Please Type)

Title: _____

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: B38-10

PROJECT: Crescent Street Reconstruction Clearing Project.

CITY'S CONTRACT NO.: B38-10

CONTRACT FOR: Tree and Brush Clearing and Offsite Disposal.

(Name of Contractor)

You are notified that the Contract Time under the above contract will commence to run upon receipt of this Notice to Proceed. You are to start performing your obligations under the Contract Documents within (5) five days after the date of the **NOTICE TO PROCEED** as agreed upon by the **CITY** and the **CONTRACTOR**. In accordance with the Agreement, the date of completion is to be not later than (15) fifteen days after the date of **NOTICE TO PROCEED**.

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

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

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

By: _____
(Authorized Representative)

Douglas B. Ross, Purchasing Agent
(NAME/TITLE)

Copy to: ADMINISTRATION

B38-10
Crescent Street Reconstruction Clearing Project
Concord, NH

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal and _____ as Surety, are hereby held and firmly bound unto The City of Concord, New Hampshire as OWNER in the penal sum of: _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2010.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Concord, New Hampshire a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the **B38-10, Crescent Street Reconstruction Clearing Project.**

NOW, THEREFORE,

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

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

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

Principal (L.S.)

Surety

By: _____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of New Hampshire.

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Concord as Oblige, totaling _____ dollars (\$ _____) to be paid to the Oblige, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has made a contract with the Oblige, bearing the date of _____, 2010 for project **B38-10, Crescent Street Reconstruction Clearing Project.**

NOW the conditions of this obligation are such that the Principal and all subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations extensions of time, changes or additions to said contract that hereafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes required by law, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS THEREOF, the Principal and Surety have hereto set their hands and seals this

_____ day of _____, 2010.

PRINCIPAL:

SURETY:

(Name & Seal)

Attorney-In-Fact (Seal)

(Title)

Attest: _____

Attest: _____

The rate for this bond is _____ % for the first \$ _____ for the next \$ _____. The total rate for this bond is \$ _____.

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal and _____ Surety, are held and firmly bound unto the City of Concord, Oblige, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrator, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has made a contract with the Oblige, bearing the date of _____ 2010, for project **B38-10, Crescent Street Reconstruction Clearing Project.**

NOW, the condition of this obligation is such that if the Principal and Subcontractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms and conditions, of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Oblige, with or without notice to the Surety, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms, and conditions of any and all duly authorized modifications, alterations, changes, or additions being hereby waived, then these obligations become null and void; otherwise, it shall remain in full force and virtue.

IN THE EVENT, that the Contract is abandoned by the Principal, or in the event that the Oblige, under the General Terms & Conditions of said Contract terminates the employment of the Principal or the Principal's authority to continue the work, said Surety further agrees that said Surety shall, if requested in writing by the Oblige, take any required steps to complete said Contract.

IN WITNESS THEREOF, the Principal and Surety have hereto set their hands and seals this

_____ day of _____, 2010.

PRINCIPAL:

SURETY:

(Name & Seal)

Attorney-In-Fact (Seal)

(Title)

Attest: _____

Attest: _____

The rate for this bond is _____ % for the first \$ _____ for the next \$ _____. The total rate for this bond is \$ _____.

CONTRACTORS AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a

in and for said County and State personally appeared,

(Notary Public, Justice of Peace, Alderman)

(Individual, Partner or duly authorized representative of

_____) who being duly sworn according to law deposes
and

corporate contractor)

says that the cost of all the Work, and outstanding claims and indebtedness of whatever nature

arising out of the performance of the contract

between _____

(Owner)

_____ of _____ dated

(Contractor)

for the construction of the

and necessary appurtenant installations have been paid in full.

(Individual, Partner, or duly authorized representative
of corporate contractor)

Sworn to and subscribed before me

This ____ day of _____, 2010.

CONTRACTORS RELEASE

KNOW ALL MEN BY THESE PRESENTS that _____

_____ (Contractor)
of _____, County of _____

and State of _____ do _____ hereby acknowledge that

_____ (Contractor)
has _____ this day had, and received of and from _____

_____ (Owner)
the sum of One Dollar and other valuable considerations in full and complete satisfaction and
payment of all sums of money owed, payable and belonging to

_____ (Contractor)
by means whatsoever, for on account of a Contract Agreement between

_____ (Owner)
and

_____ (Contractor)
dated _____ for B38-10, Crescent Street Reconstruction
Clearing Project.

NOW THEREFORE, the said

_____ (Contractor)
(for myself, my heirs, executors and administrators)(for itself, its successors and assigns) does by

these presents remise, release, quit-claim and forever discharge _____ (Owner)

_____, of and from all claims and demands, arising from on in connection with

the said contract dated _____, and of and from all, and all manner of action and

actions, cause and causes of action and actions, suits debts, dues, duties, sum and sums of

money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements,

promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in

law or equity, or otherwise, against _____ (Owner)

its successors and assigns, which (I, my heirs, executors, or administrators)(it, its successors and

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Crescent Street Reconstruction Clearing Project
Concord, NH

assigns) ever had, now have or which (I, my heirs, executors, or administrators)(it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing whatsoever; from the beginning of recorded time to the date of these presents.

IN WITNESS WHEREOF, _____

(Contractor)
has caused these presents to be duly executed this ___ day of _____ 200__

Signed, Sealed and Delivered in the presence of:

(Individual – Contractor) (seal)

(Partnership – Contractor) (seal)

(seal) _____ By _____
(Partner)

Attested:

(Corporation)

(Secretary) By _____
(President or Vice President)

(Corp. Seal)

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: B38-10, Crescent Street Reconstruction Clearing Project.

DATE OF ISSUANCE: _____

CITY: City of Concord

CITY's Contract No. B38-10

CONTRACTOR: _____

ENGINEER: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To:

City (Authorized Signature)

And To:

Contractor (Authorized Signature)

The Work to which this Certificate applies has been inspected by authorized representatives of CITY, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above Substantial Completion.

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

ENGINEER initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by CONTRACTOR, or requests from CITY, or both.

Once ENGINEER has completed and signed the form, all copies should be sent to CONTRACTOR for approval. After approval by CONTRACTOR, all copies should be sent to CITY for approval. ENGINEER should make distribution of executed copies after approval by CITY.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

WORK CHANGE DIRECTIVE

Work Change Directive No. _____

PROJECT: **B38-10, Crescent Street Reconstruction Clearing Project**

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

CITY: City of Concord

CITY's Contract No.: B38-10

CONTRACTOR: _____

ENGINEER: _____

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

If a claim is made that the above change(s) have affected Contract Price or Contract Times any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the change(s).

Method of determining change in
Contract Price:

Unit Prices

Lump Sum

Other _____

Method of determining change in
Contract Times:

Contractor's records

Engineer's records

Other _____

Estimated increase (decrease) in Contract Price:
\$ _____

Estimated increase (decrease) in Contract Times:
Substantial Completion: _____ days
Ready for final payment: _____ days.

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

If the change involves an increase, the estimated times are not to be exceeded without further authorization.

RECOMMENDED:

AUTHORIZED:

ENGINEER

CITY OF CONCORD

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

WORK CHANGE DIRECTIVE INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a possible change in the Contract Price or the Contract Times a Field Order may be used.

B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

ENGINEER initiates the form, including a description of the items involved and attachments.

Based in conversations between ENGINEER and CONTRACTOR, ENGINEER completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated price is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIMES: Mark the method to be used in determining the change in Contract Times and the estimated increase or decrease in Contract Times. If the change involves an increase in the contract Times and the estimated times are approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the times or CONTRACTOR may stop the changed Work when the estimated times are reached. If the Work Change Directive is not likely to change the Contract Times, the space for estimated increase (decrease) should be marked "Not Applicable".

Once ENGINEER has completed and signed the form, all copies should be sent to the CITY for authorization because ENGINEER alone does not have authority to authorize changes in Price or Times. Once authorized by the CITY, a copy should be sent by ENGINEER to CONTRACTOR. Price and Times may only be changed by Change Order signed by the CITY and CONTRACTOR with ENGINEER's recommendation.

Once the Work covered by this directive is completed or final cost and times are determined, CONTRACTOR should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

CONSENT OF SURETY COMPANY
TO FINAL PAYMENT

OWNER'S CONTRACT NO.: B38-10 ENGINEER' PROJECT NO.: _____
AGREEMENT DATE: _____
BOND NUMBER: _____

CONTRACT TITLE: Crescent Street Reconstruction Clearing Project

To: _____ (Owner)

From: _____ (Contractor)

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the _____ (Surety) on the bond of _____ (Contractor) hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of it's obligations to the _____ (Owner) as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this _____ day of _____, 2010.

Surety Company

Signature of Authorized Representative

Attest: (Seal)

Name & Title

Note: Power of Attorney should be attached in instances where same applies.

CONTRACTOR'S FINAL LIEN WAIVER

(Page 1 of 2)

OWNER'S CONTRACT NO.: B38-10 ENGINEER' PROJECT NO.: _____
AGREEMENT DATE: _____

CONTRACT TITLE: Crescent Street Reconstruction Clearing Project

To: _____ (Owner)

APPLICATION FOR FINAL PAYMENT:

The undersigned hereby certifies that the amount owed set forth below constitutes the entire value of all work performed and services rendered by, through or under the undersigned with respect to the project not heretofore paid for up to and including the period covered by the above Application for Final Payment; that all work covered by such Application has been incorporated into the project and title thereto has passed to the Owner free and clear of all liens, claims, security, interests or encumbrances; and that no work covered by such Application has been acquired subject to an agreement under which any interest therein or an encumbrance thereon is retained by the seller or any other person. In consideration of payment of the requisition, the undersigned hereby releases the Owner from all claims of lien which the undersigned has regarding the Project.

The undersigned, in order to induce the Owner to pay the requisition, hereby represents that it has paid or will pay from the proceeds of the requisition all sums due to those parties who have performed work or provided materials to the undersigned in connection with the Project, and that it will on request of the Owner provide written evidence of the discharge by the undersigned of its obligations to such parties.

Executed under seal as of this _____ day of _____, 2010.

Amount Owed to Contractor by Owner as Final Payment:

\$ _____ (total value of project including change orders)

Amount Unpaid From Previous Application for Payment:

\$ _____

CONTRACTOR'S FINAL LIEN WAIVER

(Page 2 of 2)

From: _____ (Contractor)

Authorized Representative Signature

Name and Title (printed)

NOTARY:

Then personally appeared the above named _____ and
acknowledged the foregoing to be the free act and deed of the above-named Contractor, before
me.

Subscribed and sworn to on the _____ day of _____, 2010.

Notary Public: _____

My Commission Expires: _____

CERTIFICATE OF FINAL COMPLETION OF WORK

(Page 1 of 2)

OWNER'S CONTRACT NO.: B38-10 ENGINEER' PROJECT NO.: _____
AGREEMENT DATE: _____

CONTRACT TITLE: Crescent Street Reconstruction Clearing Project

FINAL COMPLETION DATE PER AGREEMENT AND CHANGE ORDERS: _____

ACTUAL DATE OF FINAL COMPLETION: _____

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the Work as identified in the Final Payment Request dated _____
_____ for the above-noted construction Contract represents full compensation for the actual
value of work completed. Additionally, all work completed conforms to the terms of the
Agreement and authorized changes.

CONTRACTOR

Date

Authorized Representative's Signature

Name & Title

FINAL CERTIFICATION OF ENGINEER

I have reviewed the Contractor's Final Payment Request dated _____ and hereby
certify that to the best of my knowledge, the cost of the work identified on the Final Payment
Request represents full compensation for the actual value of work completed and that the work
has been completed in accordance with the terms of the Agreement and authorized changes.

ENGINEER

Date

Authorized Representative's Signature

Name & Title

CERTIFICATE OF FINAL COMPLETION OF WORK
(Page 2 of 2)

FINAL ACCEPTANCE OF OWNER

I, as representative of the Owner, accept the above Final Certifications and authorize Final Payment in the amount of \$ _____ and direct the Contractor's attention to the General Conditions. The guaranty for all Work completed subsequent to the date of Substantial Completion, expires _____ year from the date of this Final Acceptance.

At a meeting of the _____ (Town Council/Selectmen/Alderman), the Owner, _____ (Name of the community) has accepted the constructed project.

OWNER

Date

Authorized Representative's Signature

Name & Title

END OF SECTION