



**Town of Gilford**  
**2023 ROADWAY IMPROVEMENTS**

The Department of Public Works of the Town of Gilford, New Hampshire wishes to solicit bid proposals for the 2023 Roadway Improvements located in the Town of Gilford. A detailed package with information on project delivery, conditions thereof, and bid forms, is available at [www.gilfordnh.org](http://www.gilfordnh.org) (Departments – Public Works) or said offices during normal business hours. Proposals will be received no later than April 17<sup>th</sup> at 10:00am.

**TOWN OF GILFORD, NEW HAMPSHIRE**  
**DEPARTMENT OF PUBLIC WORKS**



Contract Documents and Specifications

For

**2023 ROADWAY IMPROVEMENTS**

*Date: April 3, 2023*

Meghan Theriault, P.E.  
Public Works Director

Department of Public Works  
55 Cherry Valley Road  
Gilford, NH 03249  
Phone: 603-527-4778  
Fax: 603-527-4781

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## **1.0 INVITATION FOR BIDS**

The Department of Public Works of the Town of Gilford, New Hampshire wishes to solicit bid proposals for the **2023 Roadway Improvements** located in the Town of Gilford.

Bid proposals will be accepted on enclosed bid forms and must be sealed in an envelope with “**Town of Gilford – 2023 Roadway Improvements**” clearly marked on the outside. Bids for the 2023 Roadway Improvements will be received by the Town of Gilford, Public Works Department, 55 Cherry Valley Road, Gilford, New Hampshire 03249 until **10:00 am on April 17th, 2023**, 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 Gilford, New Hampshire.

A detailed package with information on project delivery, conditions thereof, and bid forms, is available at [www.gilfordnh.org](http://www.gilfordnh.org) (Departments – Public Works) or said offices during normal business hours.

Each bid shall be accompanied by a certified check, 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 percent (5%) of the total bid, made payable to the Town of Gilford, New Hampshire.

The successful bidder will be required to furnish a Performance Bond and a separate Payment Bond each in the amount of one hundred percent (100%) of the contract price.

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:     Gilford Department of Public Works  
                          Attn: Meghan Theriault, DPW Director  
                          55 Cherry Valley Road  
                          Gilford, New Hampshire 03249

TOWN OF GILFORD  
2023 ROADWAY IMPROVEMENTS

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

Name	Advertising Medium	Address	Phone	Email and Web Address
Town of Gilford, NH	Posted on Town Website & Town Hall Lobby	47 Cherry Valley Road, Gilford, NH	603-527-4790	<a href="mailto:cblood@gilfordnh.org">cblood@gilfordnh.org</a> <a href="http://www.gilfordnh.org">www.gilfordnh.org</a>
Town of Gilford, NH	Posted on DPW Facebook page and DPW Lobby	55 Cherry Valley Road, Gilford, NH	603-527-4778	
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603-225-2701	<a href="mailto:plansroom@agcnh.org">plansroom@agcnh.org</a> <a href="http://www.agcnh.org">www.agcnh.org</a>
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603-627-8856	<a href="mailto:info@constructionsummary.com">info@constructionsummary.com</a> <a href="http://www.constructionsummary.com">www.constructionsummary.com</a>
NH Municipal Association	Classified Website	25 Triangle Park Dr. Concord, NH 03301	603-224-7447	<a href="mailto:tfortier@nhmunicipal.org">tfortier@nhmunicipal.org</a> <a href="http://www.nhmunicipal.org/classifieds">www.nhmunicipal.org/classifieds</a>

**BID DUE DATE/TIME: APRIL 17, 2023 NOT LATER THAN 10:00 AM**

## **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. Examination of the Contract Documents and Specifications including Addenda and visual inspection of the roads listed in the 2023 Road Plan is the sole responsibility of the contractor. 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, 55 Cherry Valley Road, Gilford, NH 03249 until **10:00AM on April 17<sup>th</sup>, 2023**. 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 form of “Cost Proposal Bid Form”** and should give a unit price in figures and 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 on the Drawings or in the Specifications. 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 on the Drawings or in the Specifications, 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 particular 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.

The Owner will prepare Addenda to address questions received and answers provided. At least three (3) days prior to the bid opening date and time, Addenda will be posted on the Town website and sent to each of Bidder who has provided their contact information.

The Owner reserves the right to postpone the date for presentation and opening of Proposals if needed due to needed addenda and will give notice of such postponement to each prospective Bidder.

#### 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).

After the award of the Contract, if the Contractor desires to use equipment or methods other than those specified or shown in these documents, the Contractor shall submit data to prove equality, submit reason for change, submit the amount of credit (if any) to the Contract Price, provide Owner documentation for any changes required to arrive at a decision as to the suitability of the substitution.

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 every item tabulated in the Cost Proposal Form. Unit prices shall govern incorrectly extended total amount.

***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 in the 2023 Road Plan.***

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 CONTRACT SECURITY AND FAILURE TO EXECUTE CONTRACT

A Bid Bond payable to the Owner in the form of a certified check drawn upon a bank within the State of New Hampshire or a bid bond executed by a surety company authorized to do business in New Hampshire must accompany each Proposal for **five (5) percent** of the total amount of the cost proposal. As soon as the proposals have been compared and a contractor selected, the Owner will return the bonds of all other contractors not selected. The Bid Bond of the successful contractor will be retained until the Payment Bond and the Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

The Bidder to whom the contract is awarded will be required to execute the Agreement and obtain the **100% Performance Bond and 100% Payment Bond** within fourteen (14) calendar days from the date when the Notice of Award is given to the Contractor. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

In case of failure of the Contractor to execute the Agreement, the Owner may, at his/her option, consider the Contractor in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner, within seven (7) days of receipt of an acceptable Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Contractor may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice to the Owner.

#### 2.06 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 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; (h) labor force that can work in harmony with all other elements of labor employed; (i) sufficient bonding capacity; and, (j) adequate superintendence.

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.

#### 2.07 ACCEPTANCE AND REJECTION OF PROPOSALS

The Owner reserves the right to accept or reject any and 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; and any Proposal accompanied by an insufficient or irregular certified check or Bid Bond 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. Approximately thirty (30) days after the final submission date, the Town will offer an award.

#### 2.08 BASIS OF AWARD

Except where the Owner exercised its right to reject any or all Proposals, the Contract will be awarded to the lowest responsible and qualified Bidder(s). Bid Proposals 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 qualified bid (basis of award) shall be the lowest total of the prices for the base bid items and the non-bid items for the project.

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.

2.09 CONTRACT DATES AND TIMES OF WORK

Before any work is begun, the Contractor shall discuss fully with the Director of Public Works the order and manner of doing the work and the operating procedure shall at all times comply with the requirements of the Director of Public Works. 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.

**The Contractor shall commence work under this contract between May 1<sup>st</sup> to June 1<sup>st</sup>, to be completed by November 1, 2023.** The Contractor may be allowed to work beyond said dates, but only with prior approval of the Owner. Contractor further agrees to pay as liquidated damages the sum of \$600.00 for each consecutive calendar day thereafter that the work is not complete. In the event that inclement weather is the cause of delay the Contractor shall notify the Owner as soon as practical in writing of such postponement.

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. Between Memorial Day and Labor Day all work shall be completed by 3:30pm on Fridays or the day before a holiday due to high seasonal traffic in Town.

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. If night work has been approved in writing by the Owner and night work is proposed, the Contractor shall provide flood lighting sufficient to ensure the same degree of accuracy of workmanship and the same conditions regarding safety as would be achieved in daylight.

Whenever Memorial Day, or Fourth-of-July is observed on a Friday or a Monday and during the weekend of Labor Day, the Contractor will be required to suspend work for the three calendar days. 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.

Any and 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 start of this project. Temporary pavement markings (TPM's) shall be installed and maintained by the Contractor.

2.11 PERMITS

The Contractor shall secure all necessary permits from the state and town authorities having jurisdiction in the streets or highways and all other necessary building and construction operations requiring permits, and he will be required to repair any damage caused by his operations to any street, highway or existing structure either above or below ground surface. Fees for permits through the Town of Gilford will be waived.

2.12 USE OF HIGHWAYS

The use of state 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 or town governing such use by contractors and the Contractor shall comply with all such rules and regulations.

2.13 OSHA REGULATIONS

The Contractor shall follow and shall maintain all safety standards as prescribed by OSHA without exception.

2.14 INSURANCE

The successful bidder shall furnish to the Town of Gilford, 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.

2.15 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 **2023 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 RECLAMATION AND PAVING PORTION OF THE PROJECT

<i>Project Locations</i>	<i>From</i>	<i>To</i>	<i>Length</i>	<i>SQYD</i>
<i>Kimball Road</i>	<i>Recycle Way</i>	<i>11B</i>	<i>2,972</i>	<i>7,265</i>

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; incorporating a 3" thick layer of 1 ½" stone; grading and compacting the new surface with a sheep's foot 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 2.5" base course of hot bituminous pavement. 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.

It is assumed that stone shall be placed on the entire length of each road listed and not in specific sections, but that will be determined in the field during construction. While NHDOT Specification 306 state that two passes are required and stone would go after the first pass on the reclaimed surface, the Town will leave the exact means and method of reclaiming up to the contractor as long as the reclaim gradation Spec 2.1.1 is met. Therefore the stone can be placed on top of the existing asphalt and blended directly in on the first pass to a depth of 12 inches.

A crushed gravel or recycled asphalt shoulder of 2-foot minimum width is to be provided from the reclaimed base material to the existing ditch - as conditions allow. This gravel will be flush to the final overlay. Replacement of culverts and re-establishment of ditch lines may also be needed. Exact locations and amount will be determined in the field. 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 at no change to the unit price.

3.03 SHIM & OVERLAY PORTION OF THE PROJECT

<b>Project Locations</b>	<b>From / To</b>	<b>Length(ft)</b>	<b>SqYd</b>
Breton Rd	Annis/End	1,436	3,510
Swain Rd (Sect 1&2)	Cotton Hill/Liberty Hill	5,538	13,537
Area Rd	Route 11A/End	1,746	4,268
Edgewater (Sect 1&5+)	Summit/Shore & Brook	3,635	8,886
Shore Rd (Sect 1-3)	Edgewater Ext/Shore Ext.	3,086	7,544
Highland Drv	Rt 11/Hook	1,433	3,503
Hook Rd	Reclaim line/Cumberland	834	2,039
Jay Drv	Ironwood/Highland	1,128	2,757
Larch St	Reclaim line/Ironwood	595	1,454
Cottonwood Trail	Cumberland/Upland	2,639	6,451
Upland Drv	Mountain/Crestview	1,739	4,251
White Birch Rd	Rt 11A/Silver	6,262	15,307

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, applying another tack coat, 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. Replacement of culverts and re-establishment of ditch lines may also be needed. Exact locations and amount will be determined in the field. Driveway aprons will be trimmed prior to overlay to ensure a smooth transition from the new pavement to the existing (2’ wide along the full width of driveway. 0”-1”). The intent of these projects is to re-establish a uniform cross slope, improve ride ability and reduce future maintenance. 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 OTHER WORK IN PROJECT

<b>Project Locations</b>	<b>From / To</b>	<b>Work</b>	<b>Length(ft)</b>	<b>SqYd</b>
Hook Rd	Jay Dr end/500 ft in	Top Coat	500	1,222
Ironwood Drv	Jay/Larch	Top Coat	600	1,467
Larch St	Highland/100 ft in	Top Coat	700	1,711
Liscomb Circle	entire loop	Top Coat	2,091	5,111
Annis Drive	entire loop	Isolated Patching	1,436	3,510

Description of Work to be Performed for the Top Coat:

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, applying another tack coat, 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. (2' wide along the full width of driveway. 0"-1") 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.

Description of Work to be Performed for the Isolated Patching Work:

For designated sections of road as marked out by the Town, work will consist of either (1) drag shimming portions of road, (2) cutting, prepping and paving, or (3) milling and shimming where required. Work will also include sweeping the road, placing a tack coat, and paving in the requested thickness of asphalt. All castings (manhole, catch basin, gate box, etc.) shall be raised prior to paving work. 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 may require trimming prior to patch work to ensure a smooth transition from the new pavement to the existing. The intent of this work is to patch areas too large for typical hand work that require machine method. The Contractor may also need to place a 2-foot crushed gravel shoulder to back up the new pavement edge. This gravel will be flush to the final overlay.

3.05 NOTES FOR ALL PORTIONS OF THE PROJECT

***The Contractor shall commence work under this contract between May 1st to June 1st, to be completed by November 1, 2023. No work is to be done on lake shore roads only between Memorial Day and Labor Day (due to increased vehicular and pedestrian traffic volumes during this time). 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 work sites 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, Gilford 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 the 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 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.

Plans are not available yet but will be for reclaim roads and any other major drainage work to the successful bidder once finalized. 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.

***The Town reserves the right to extend the contract for two (2) more single year terms upon mutual agreement between the Contractor and the Town.***

## **4.0 GENERAL TERMS AND CONDITIONS**

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TOWN OF GILFORD  
2023 ROADWAY IMPROVEMENTS

- 4.44 Indemnification
- 4.45 Arbitration

#### 4.01 DEFINITIONS

Addenda - Written or graphic instruments which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents.

Contract Documents - The contract, including General Conditions, Supplemental General Conditions, Change Order, Plans, Specifications, and Addenda.

Contractor - The person, firm or corporation which shall perform the Work.

Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Plans - The Contract Drawings, or exact reproductions thereof, which show the scope, character, dimensions and details of the work and which have been prepared or approved by the Owner.

Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

Special Conditions - Revisions or additions to these General Conditions or Specifications applicable to an individual project.

Supplemental General Conditions - Additions or modifications to these General Conditions supplying detailed information required for the project documents.

Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

#### 4.02 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

#### 4.03 SHOP DRAWINGS AND PLAN REVISIONS

Shop drawings may be required by the Owner for specific items in the Contract as deemed necessary.

When required, the specific equipment or materials for which the shop drawings

are requested shall not be shipped until the manufacturer's shop drawings and specifications or other identifying data, assuring compliance with these specifications, are approved by the Owner.

Regardless of corrections made in or approval given to such drawings by the Owner, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications. The Contractor shall notify the Owner in writing of any deviations at the time the Contractor furnished such drawings. The Contractor shall remain responsible for the accuracy of the drawings showing the deviations but not for the acceptance of the deviations from the original design shown in the plans and specifications.

4.04 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).

4.05 INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to inspection and testing by the Owner in accordance with accepted standards at any and all times during manufacture or during the project construction and at any or all places where such manufacture is carried on.

The Contractor shall furnish promptly, upon a timely request by the Owner, all materials required to be tested. All tests made by the Owner will be performed in such manner and sufficiently ahead of scheduled installation, as not to delay the work of the Contractor unnecessarily. When required, testing of concrete, masonry, soils, pipe and pipe materials will be made in accordance with provisions in the appropriate part of the Specifications.

Material required to be tested which is delivered to the job site shall not be incorporated into the work until the tests have been completed and approval or acceptance is given in writing by the Owner.

Each sample submitted by the Contractor shall carry an identification label containing such information as is requested by the Owner. It shall also include a statement that the samples are representative of the remaining materials to be used on the project.

Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with the contract requirements.

The Owner may, at his own discretion, undertake the inspection of materials at the source. In the event plant inspection is undertaken, the following conditions shall be met:

- a) The Owner shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b) The Owner shall have full entry at all reasonable times to such parts of the plant as may concern the manufacture or production of the materials being furnished.
- c) Adequate safety measures shall be provided and maintained at all times.

Except as otherwise specifically stated in the contract, the costs of sampling and testing will be divided as follows:

- d) The Contractor shall furnish the Owner, without extra cost, all samples required for testing purposes. All sampling and testing including the number and selection of samples will be decided by the Owner for his own information and use.
- e) When testing of materials is specified in the appropriate section of the Specifications, the costs of same will be charged to and defrayed by the Owner as part of his fee, unless otherwise stated in the appropriate section of the Specifications. However, costs of equipment performance tests shall be borne by the Contractor, as detailed in the appropriate section of the Specifications.
- f) When the Contractor proposes an item as equal to the item or items specified, reasonable tests may, or may not be required by the Owner. If the Owner requires tests of a proposed equal item, the Contractor will be required to assume all costs of such testing.
- g) Normally, any item that fails to pass tests required by the Owner or by the Specifications will be rejected and shall be removed from the project site. However, if, upon request of the Contractor, retesting or further tests are permitted by the Owner, the Contractor shall assume all costs related to such re-testing or further tests.

#### 4.06 "OR EQUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors, which will perform satisfactorily the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Owner, of equal quality and function. The Owner will determine

equality based on such information, tests, or other supporting data they may require of the Contractor.

Furthermore, upon acceptance and approval by the Owner of an equal product, it shall remain the responsibility of the Contractor to coordinate installation of the item with all other items to be furnished to assure proper fitting together of all items. Similar responsibility applies to items that are left to the Contractor's option. Any additional cost of equal items and any additional cost incidental to the coordination and/or fitting together of such items shall be borne by the Contractor at no extra cost to the Owner.

In the event that a specified or equal item is not available, or that delivery time is so long as to result in delays which are unacceptable to the Owner, the Contractor may propose a substitute item of less than equal performance and quality. If this substitute is acceptable to the Owner, any difference in purchase cost or costs incidental to the installation of such an item will be negotiated between the parties.

Neither equal nor substitute items shall be installed without written approval of the Owner.

#### 4.07 RIGHTS-OF-WAY, EASEMENTS AND SURVEYS

##### a) Rights-of-Way and Easements

Prior to the start of construction, the Owner will obtain all lands and rights-of-way necessary for carrying out and completing the work to be performed under this contract.

Right-of-way widths are determined by available information at the Town Offices and physical evidence in the field. Should any questions or concerns arise in regards to the Work being within the Town Right-of-Way, the Contractor and Owner will work together to resolve the matter. The Owner shall obtain any necessary easements if a prescriptive easement does not exist.

The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside of the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Owner.

##### b) Surveys

Full surveyed plans are not provided by the Owner. All work proposed in this Project is expected to be within existing Right-of Ways and easements.

The Owner may provide the Contractor with simple layout plans for sections of road that are to be reclaimed as determined by the Owner. Inverts shall not be provided to the Contractor. This information shall be field determined by the Contractor. Pipes should be installed with basic minimum cover and slope (0.5%) or run with the slope of the land.

c) **Setting Grades and Protection of Stakes**

The Contractor will furnish and set grades for this project. The Contractor shall employ a competent construction manager or management team capable of establishing and maintaining all horizontal and vertical layout control, benchmarks, and structure location to ensure that all improvements will conform to the location, lines, levels, and grades as indicated on the drawings. If the Contractor wants to rely on his "in-house" surveyors, the Town desires to make the statement that they will not tolerate poor workmanship in said layout and control (horizontal and vertical) of this particular project.

The Contractor shall protect and preserve all of the established baseline stakes, bench marks, or other controls placed by the Owner or Contractor. The Contractor, at no expense to the Owner, will replace any of these items destroyed or lost.

Any modifications to pipe locations should be noted on a field marked red-line set of plans which a copy will be made for the Owner's records.

4.08 **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.

4.09 **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 at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times 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 be 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 maintain at all times, 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 as protruding nails, hoist, well holes, elevator hatchways, scaffolding, window openings, stairways, trenches and other excavations, and falling materials, 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 so as 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.

As a further precaution, the Contractor shall keep from any town land or easements at the site of work, all persons not directly connected with the work or authorized by the Owner to be in the work area.

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 taken action 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 therefor. 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) Conformance

During its progress and upon its completion, all work shall conform to the location, lines, levels, and grades indicated on the drawings or established on the site by the Owner and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the drawings and specifications and the supplementary directions given from time to time by the Owner. In no case will any work in excess of the requirements of the drawings and specifications be paid for unless ordered in writing by the Owner.

c) 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 without proper lines or levels, may be ordered to be uncovered or dismantled.

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 and other data as the Owner may request concerning work performed or to be performed under this contract.

#### 4.13 SUPERINTENDENCE BY CONTRACTOR AND CHARACTER OF WORKERS

At the site of the work the Contractor shall employ a competent construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless the superintendent / foreman ceases to be on the Contractor's payroll. The person so designated as the superintendent of the job site shall be available by



phone during non-working hours.

The Contractor's superintendent shall conduct himself in a professional and responsible manner. If, in the opinion of the Owner, the superintendent does not conduct him/herself in a manner that is professional and courteous, the Owner may relieve the superintendent of his/her responsibilities and have him/her removed from the project. Upon written notice from the Owner, the superintendent shall immediately be relieved of his/her responsibilities and removed from the project. If a superintendent change is to be made, work shall be terminated until qualifications of a new superintendent have been submitted and approved by the Owner. The superintendent that was removed from the site shall not be allowed to work on any other portion of work in this Contract without written approval of the Owner. The Owner does not take any responsibility in conducting the work of the superintendent after his/her removal.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Owner, does not conduct him/herself in a proper and professional manner or is intemperate or disorderly shall, at written request of the Owner, be removed immediately by the Contractor or subcontractor employing such person, and shall not be allowed to work on any other portion of work in this Contract without written approval of the Owner.

#### 4.14 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 order 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.

#### 4.15 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 insure 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 six hundred dollars (\$600.00), 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.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a) To any preference, priority or allocation order duly issued by the Government;
- b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;
- c) To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided, further, that the Contractor shall promptly notify the Owner in writing if the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of their decision in the matter.

4.16 DEFECTIVE WORK

The Contractor shall promptly remove from the premises all materials and work condemned by the Owner as failing to meet contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such condemned work and materials within 30 days after written notice, the Owner may remove them and store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days time thereafter, the Owner may, upon ten days written notice, sell such materials at an auction or through private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

4.17 SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice in writing or if verbally, with confirmation in writing as soon as possible, to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if the Owner finds that they materially differ from those shown on the Plans or indicated in the Specifications, to the extent that changes in design are necessary or quantities differ considerably from those indicated in the plans and specifications, the Owner will at once make such changes as the Owner may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided in the Extra Work section of this Contract.

4.18 CLAIMS FOR EXTRA COST

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Owner approved by the Owner as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of the Extra Work section, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, and give the Owner access to accounts relating thereto.

If the Contractor claims that any instructions by drawings or otherwise issued after the date of the Contract involve extra cost under the Contract, the Contractor shall give the Owner written notice thereof after the receipt of such instruction, but in

any event before proceeding to execute the work, except an emergency situation endangering life or property, and the procedure shall then be as provided for under Article 17, "Extra Work & Change Orders". No such claim shall be valid unless so made.

4.19 RIGHT OF THE OWNER TO TERMINATE CONTRACT

The Owner reserves the right to terminate the Contract for default if the Contractor:

- a) fails to make satisfactory progress, failure to abide by the terms of the contract, or to obtain, furnish or keep in force any required permit, license, bond, or insurance,
- b) should be judged as bankrupt, or if the Contractor should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency,
- c) should persistently or repeatedly refuse or should fail, except in cases for which extensions or time are provided, to supply enough properly skilled workmen or materials,
- d) should fail to make payments to subcontractors or for material or labor, so as to affect the progress of the work,
- e) persistently be guilty of a substantial violation of the contract,
- f) if the selectmen, in their sole discretion, decide that there are insufficient funds to complete the originally intended work.

Written notice of termination shall be mailed to the Contractor and the Surety at its address listed with the Town. Such notices are to contain the reasons for such intentions to terminate the contract, and unless, within ten (10) days after the serving of such notice upon the Contractor and Surety, such violation or delay shall cease, and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days cease and terminate.

The Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

The Owner shall take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner. In the case of termination of this contract before completion from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies from the property of the Owner. The Owner shall have the right to remove such equipment and supplies at the expense of the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.

Upon receipt of notice, Contractor shall immediately stop work and terminate all subcontracts. Contractor shall be entitled to compensation equal to the cost of work performed to date, including the cost of terminated subcontracts plus an allowance of ten percent (10%) for overhead and profit. In no instance shall the amount compensated exceed the maximum contract price including authorized change orders.

Where the contract has been terminated by the Owner, said termination shall not affect or terminate any of the rights of the Owner against the Contractor or his Surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the Owner due the Contractor under the terms of the contract, shall not release the Contractor or his Surety from liability for his default.

#### 4.20 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Before starting the work and from time to time during its progress, as the Owner may request, the Contractor shall submit to the Owner a written description of the methods the Contractor plans to use in doing the work and the various steps the Contractor intends to take.

The Contractor shall prepare and submit to the Owner (a) a written schedule fixing the dates at which additional drawings, if any, will be required and (b) a written schedule fixing the respective dates for the start and completion of various parts of the work. The submittal of these original schedules is stated in an appropriate section of the Specifications. Each such schedule shall be subject to review and change from time to time during the progress of the work.

#### 4.21 PAYMENTS TO THE CONTRACTOR

a) Progress Payments:

The Owner will, once a month and within Thirty (30) days of receipt of a certificate of payment from the Contractor, make a progress payment to the Contractor on the basis of an estimate of the total amount of work done to the time of such estimate and the value thereof as prepared by the Contractor and approved by the Owner. The progress payment shall be on a form agreeable to both the Owner and the Contractor.

b) Retainage by Owner:

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

Until work is substantially complete, as determined by the Town, 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 Town.

Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the Town'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 12-month warranty period and released only after the Town has accepted the project.

- c) **Payment for Materials:**  
In reviewing monthly estimates of the value of work done, the Owner may accept in the estimate, prior to subtracting the retainage, the delivered cost of certain equipment and nonperishable material which has been delivered to the site and which is properly stored and protected from damage. With the estimate, the Contractor shall furnish the Owner receipted invoices as evidence that the material has been delivered to the site. Prior to submitting the next monthly estimate, the Contractor shall provide the Owner with paid invoices or other evidence that the materials have been paid for. If the Contractor fails to submit such evidence, the Owner may subtract the value of such materials or equipment, previously paid for by the Owner, from the next monthly estimate. The type of equipment and material eligible for payment prior to being incorporated in the work will be at the Owner's discretion. In general, larger items of material and equipment, and material and equipment made specifically for the subject job, will be eligible for payment.
- d) **Care and Protection of Materials and Work:**  
All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- e) **Owner's Right to Withhold Certain Amounts and Make Application Thereof:**  
The Contractor agrees to indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material providers, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor either pay unpaid bills of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract

but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

#### 4.22 ACCEPTANCE AND FINAL PAYMENT

- a) **Substantial Completion and Payment Therefore**  
Substantial completion shall be that point at which the work has been completed to the extent that the Owner may occupy and make use of the project (or portion of the project) for which it was intended. Upon substantial completion there may be minor items, such as seeding, landscaping, etc., yet to be completed or items of work to be corrected. All drainage systems and base pavement will be in place.

Upon receipt of written notice from the Contractor that the work is substantially complete, the Owner will promptly make an inspection, and when the Owner finds the work acceptable under the terms of the contract and the contract substantially completed, the Owner will issue a dated certificate, and a punch list of all items to be completed or corrected, over his own signature, stating that the work required by this contract has been substantially completed and is accepted by him under the terms and conditions thereof. The entire balance due the Contractor less two percent (2%) retainage, and less a retention based on the Owner's estimate of the fair value of the punch list items and the cost of completing or correcting such items of work with specified amounts for each incomplete or defective item of work, will be due and payable. The Owner shall set a reasonable time limit to complete or correct the punch list items as part of the Substantial Completion Certificate.

The general guarantee period for the work substantially completed shall begin on the date certified by the Owner.

- b) **Final Completion and Payment Therefor**  
Final completion shall be that point at which all work on the project or portion of the project has been completed, all defective work has been corrected, and clean up has been accomplished. Unless a certificate of substantial completion has been issued, the general guarantee period shall begin upon certification by the Owner of final completion.
- c) **Final Acceptance**  
Following the termination of the general guarantee period for the entire project which has been certified completed or substantially completed, the Owner may make a final inspection of all or portions of the project. When it is found that the work is still acceptable, and that no work has become

defective under the terms of the contract, the Owner will accept the entire project and make final payment, including therein any monies retained during the guarantee period.

If, however, the inspection discloses any work in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this contract of the Performance and Payment Bond.

#### 4.23 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 to 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 GILFORD MUST BE NAMED AS ADDITIONAL INSURED WITH RESPECT TO GENERAL AND AUTOMOBILE LIABILITY.***



4.24 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

4.25 SUBCONTRACTING

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor's organization shall perform work amounting to not less than 50 percent of the total Contract proposal amount unless a higher percentage is specified in the Contract. Items designated in the Contract as "specialty items" may be deducted from the Total proposal amount before computing the amount of work required to be performed by the Contractor's own organization. Any subcontracts, or transfer of Contract, shall not relieve the Contractor, bonding company or Surety of liability under the Contract and Bonds.

The Contractor shall not award any work to any subcontractor without prior written approval of the Owner. The Contractor shall supply the names and addresses of major material suppliers and subcontractors, employed directly or indirectly for the contract work, to be approved the Owner in advance of performing work.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

4.26 AUTHORITY OF OWNER

The Director of Public Works, 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 at all times be satisfactory to the Director of Public Works.

The Director will have the authority to suspend the work wholly or in part for such

periods as deemed necessary due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out provisions of the contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest.

The Director may direct the Contractor or the Contractor's representative to remedy any safety hazard found on site immediately and to furnish and erect the needed barricades, lights, or signs; to provide 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.

The purpose of the above language is not in any way to relieve the Contractor of his responsibilities for the safety of workmen or general public in the execution of the work. Attention is drawn to the "Protection of Work and Property" section of these Conditions, which refers to the safety obligations of the Contractor.

The Director will ensure that the work is in accordance with the contract documents; however, is not held responsible for the methods of construction, sequences, schedules and procedures in the execution of the work. The Owner does have the opportunity under this section to reject the method of construction, work plan, schedule, procedures, as the Owner thinks appropriate.

The Director shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other contractors performing work for the Owner shall be adjusted and determined by the Owner.

In case any question shall arise between the parties thereto relative to said contract or specifications, the determination or decision of the Owner shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

In any and all claims against the Owner, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the Owner, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or

specifications.

The Director may appoint such assistants and representatives as desired, and they shall be granted full access to the work under the Contract. They shall have the authority to give directions pertaining to the work or to the safety and convenience of the public, to approve or reject materials, to suspend any work that is being improperly performed, to make measurements of quantities, to keep records of costs, and otherwise represent the Owner. The Contractor may, however, appeal from their decision to the Owner himself, but any work done pending settlement is at the Contractor's own risk.

Except as permitted and instructed by the Owner, the assistants and representatives are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications, nor to issue instructions contrary to the plans and specifications. They are not authorized to act as superintendents or foremen for the Contractor, or to interfere with the management of the work by the Contractor. Any advice which the assistants or representatives of the Owner may give the Contractor shall not be construed as binding the Owner in any way, nor releasing the Contractor from the fulfillment of the terms of the contract.

All transactions between the Contractor and the representative of the Owner which are liable to protest or where payments are involved shall be made in writing.

#### 4.27 STATED ALLOWANCES

The Contractor shall include in his contract price any cash allowances stated in the Supplemental General Conditions or Special Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance", the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering the work.

#### 4.28 SITE MANAGEMENT, CLEANUP AND RESORATIVE WORK

The Contractor shall maintain the site of the work in a reasonable condition, and shall avoid or promptly remove accumulations of dirt, debris, waste materials or rubbish caused by employees or subcontractors, etc., from highways and storage areas. The creation of dust nuisances shall be controlled by means of water and or chloride treatment. Standard erosion and sediment control measures shall be employed to assure all negative impacts are avoided and/or minimized. Noise and vibration shall be limited by taking such other measures as may be reasonable or proper to avoid undue nuisance to surrounding property owners.

The Contractor shall provide and maintain in a neat, sanitary condition such toilet accommodations for the use of his employees as may be necessary to comply with

the requirements of the State and local Boards of Health, or of other bodies or authorities having jurisdiction.

The Contractor shall not enter upon nor occupy with men, equipment, or materials, any property outside of the public highways or easements without property owner permission. The Contractor shall be responsible to repair damage to any private property to its original condition that occurs during project work at no additional cost to the Owner.

Contractor shall at its expense protect from injury trees, shrubs, buildings, fences, utilities, structures, pipes, conduits and public or private property, which may be affected by the work. Contractor shall be liable for any harm caused by their own negligence or that of its sub-contractors and shall restore any damaged property to the same or better condition as it was prior to the damage.

Upon completion of the work, the improvement areas shall be cleaned up to the satisfaction of the Public Works Director including, but not limited to, removal of all spoil from the job site and cleanup of materials. It shall be the Contractor's responsibility to restore the adjacent areas to their former condition and the work will not be considered complete until all such restoration has been completed to the satisfaction of the Public Works Director or their designee.

#### 4.29 QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way invalidate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

#### 4.30 GENERAL GUARANTY AND WARRANTY PERIOD

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express guaranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which appear within the guaranty/warranty period one (1) year from the certified date of completion or substantial completion of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

#### 4.31 ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

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

- a) Supplementary General Conditions will govern General Conditions.
- b) Technical Specifications will govern Supplementary General Conditions and General Conditions.
- c) Plans will govern Technical Specifications, Supplementary General Conditions and General Conditions.
- d) Special Conditions will govern Plans, Technical Specifications, Supplementary General Conditions and General Conditions.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the Contractor shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

4.32 NOTICE AND SERVICE THEREOF

Any notice to the Contractor from the Owner relative to any part of this Contract will be in writing and will be considered delivered and the service thereof completed, when said notice is mailed, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

4.33 REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the 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 contract shall forthwith be physically amended to make such insertion or correction.

4.34 SAFETY AND HEALTH REGULATIONS

This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926, and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to become familiar with the requirements of these regulations.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: all employees on the Work and other persons and originations who may be affected thereby; all the Work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground

Facilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of the property. All damage, injury, or loss to any property referred to above caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of Drawings or Specification or to the acts or omissions of the Owner or any one employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or part, to the fault of negligence of the Contractor). The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Owner has issued a notice to the Contractor that the Work is acceptable.

4.35 USE AND OCCUPANCY PRIOR TO FINAL ACCEPTANCE BY OWNER (BENEFICIAL OCCUPANCY)

Use and occupancy of the project, prior to substantial completion and before final acceptance of the entire project, shall be a condition of this contract.

The provision stated above does not restrict use and access of the Owner obligated to perform work within the limits of the Project under legal contractual agreement, providing access and use do not infringe upon the work of this Contract.

4.36 PROJECT PHOTOGRAPHS AND VIDEO

If required by the Owner, the Contractor shall furnish photographs of the project. The Contractor shall video tape record the entire length of the project and provide a copy of the tape to the Owner. Particular attention shall be made to driveways, fences, drainage ways, landscaping and any other significant features that could arise later on as an issue with an abutter.

4.37 SUSPENSION OF WORK

The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the Contractor and the Owner which shall fix the date on which Work shall be resumed. The Contractor will resume the work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the Contractor makes a claim

therefor as provided in above sections.

In the event of a suspension of Work initiated by the Contractor for any reason including, but not limited to, winter shut-down, settlement of claims, delay in delivery of materials, the Owner shall receive thirty (30) days prior notice, in writing, giving detailed reasons for the suspension of work and an approximate date of resumption of work.

#### 4.38 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 remain open at all times for emergency traffic. Exceptions must be brought before The Director of Public Works or his/her designee.

The Contractor shall at all times so conduct his work as to assure the least possible obstruction to traffic. The safety and convenience of the general 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 local residents before making any interruptions of their access.

Fire hydrants and water holes for fire protection on or adjacent to the project site shall be kept accessible to the fire apparatus at all times, 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. In the event that 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. 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.

4.39 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.

4.40 MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces, to the end that roads or structures are kept in satisfactory condition at all times.

All cost of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various pay items and the Contractor will not be paid an additional amount for such work.

If the Contractor, at any time, fails to comply with the provisions above, the Owner may direct the Contractor to do so. If the Contractor fails to remedy unsatisfactory maintenance within the time specified in any such order, the Owner may immediately cause the project to be maintained and the entire cost of this maintenance will deducted from money due or to become due the Contractor on this contract.

4.41 COOPERATION WITH UTILITIES

The Owner will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction made as soon as practicable. The Contractor shall notify DigSafe, the Owner and utility company if a utility is damaged or simply unearthed, that was improperly located or missing on the plans.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners of such utilities at their expense, except as may otherwise be provided for in the Special Conditions or as noted on the plans.

It is understood and agreed that the Contractor has considered all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and as evident on the site, and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from such utility appurtenances or the operation of moving them.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of



rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to water or utility services as a result of accidental breakage or as a result 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.

4.42 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 at all times 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.

4.43 PERMITS

Prior to commencing work or performing any phase of the work, Contractor shall obtain such temporary permits State, Federal, or Local as may be required. Failure to obtain permits in a timely manner shall not excuse the Contractor of their obligations under this contract or extend the contract period. Contractor shall obtain permission before entering upon any private property as required in order to perform work.

Permits, licenses and easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner, unless otherwise specified in the Supplemental General Conditions. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, the Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided for in the Contract under Extra Work and Change Orders.

Some, but not necessarily all, of such required permits are as follows:

- a) Road Excavation Permit
- b) Construction General Permit
- c) If burning of debris and brush is permitted by the Owner, local and State authorities, the Contractor shall obtain all required permits from Forest and/or Fire control authorities.

4.44 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.

4.45 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 similar to 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**

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- 5.01 Bid Submission Checklist
- 5.02 Cost Proposal Bid Form
- 5.03 Statement of Bidder Qualifications
- 5.04 Indemnification Agreement
- 5.05 Notice of Award
- 5.06 Agreement
- 5.07 Notice to Proceed
- 5.08 Bid Bond
- 5.09 Performance Bond
- 5.10 Payment Bond
- 5.11 Applications for Payment
- 5.12 Application and Certificate for Payment
- 5.13 Change Order Form
- 5.14 Certificate of Substantial Completion

#### 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) 5% Bid Bond
- d) Form W-9
- e) Indemnification Agreement

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

- f) Payment Bond in the amount of 100% of the contract price.
- g) Performance Bond in the amount of 100% of the contract price; and
- h) The contractor's insurance certificate (naming the Town of Gilford as Additional Insured) that meets the minimum requirements for types and levels of coverage.

5.02 COST PROPOSAL BID FORM

Project Name: **2023 Roadway Improvements**

Project Description: The proposed work for the **2023 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).

**The Contractor shall commence work under this contract between May 1st to June 1st, to be completed by November 1, 2023.**

Submit Bids: Bid proposals will be accepted on enclosed bid forms and must be sealed in an envelope with “Town of Gilford – 2023 Roadway Improvements” clearly marked on the outside. Bids will be received by the Town of Gilford, Public Works Department, 55 Cherry Valley Road, Gilford, New Hampshire 03249 until 10:00 AM on April 17th, 2023, at which time and place they will be opened and publicly read.

**ITEMIZED BID SHEET**

**BASE BID ITEMS**

ITEM NO.	EST. QTY.	UNITS	DESCRIPTION AND UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (DOLLARS AND CENTS)	BID ITEM TOTAL IN FIGURES (DOLLARS AND CENTS)
201.01	10	DAY	CLEARING (TREE REMOVAL AND TRIMMING) _____ Dollars And _____ Cents		
201.4	12	EA	REMOVING STUMPS _____ Dollars And _____ Cents		
203.1	500	CY	COMMON EXCAVATION _____ Dollars And _____ Cents		

TOWN OF GILFORD  
2023 ROADWAY IMPROVEMENTS

ITEM NO.	EST. QTY.	UNITS	DESCRIPTION AND UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (DOLLARS AND CENTS)	BID ITEM TOTAL IN FIGURES (DOLLARS AND CENTS)
203.2	100	CY	ROCK EXCAVATION _____ Dollars And _____ Cents		
203.96	5,100	LF	REGRADING DITCHLINES _____ Dollars And _____ Cents		
203.61	100	CY	EMBANKMENT IN-PLACE SURPLUS _____ Dollars And _____ Cents		
206.1	400	CY	COMMON STRUCTURE EXCAVATION _____ Dollars And _____ Cents		
206.2	100	CY	ROCK STRUCTURE EXCAVATION _____ Dollars And _____ Cents		
209.1	50	CY	GRANULAR BACKFILL _____ Dollars And _____ Cents		
214	1	U	FINE GRADING _____ Dollars And _____ Cents		
304.32	2,000	TON	CRUSHED GRAVEL FOR SHOULDER LEVELING _____ Dollars And _____ Cents		

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2023 ROADWAY IMPROVEMENTS

ITEM NO.	EST. QTY.	UNITS	DESCRIPTION AND UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (DOLLARS AND CENTS)	BID ITEM TOTAL IN FIGURES (DOLLARS AND CENTS)
304.35	250	CY	CRUSHED GRAVEL FOR DRIVES _____ Dollars And _____ Cents		
306.112	7,500	SY	RECLAIMED STABILIZED BASE PROCESSED IN PLACE (12" DEEP) _____ Dollars And _____ Cents		
306.36	250	TON	STONE FOR RECLAIMED STABILIZED BASE (3" THICK LAYER OF 1 1/2" STONE) _____ Dollars And _____ Cents		
403.11a	10,000	TON	HOT BITUMINOUS PAVEMENT, MACHINE METHOD (SHIM, OVERLAY, TOP) _____ Dollars And _____ Cents		
403.11b	1,200	TON	HOT BITUMINOUS PAVEMENT, MACHINE METHOD (WINTER BINDER) _____ Dollars And _____ Cents		
403.12	250	TON	HOT BITUMINOUS PAVEMENT, HAND METHOD _____ Dollars And _____ Cents		
417	1,500	SY	COLD PLANING BITUMINOUS SURFACES _____ Dollars And _____ Cents		

TOWN OF GILFORD  
2023 ROADWAY IMPROVEMENTS

ITEM NO.	EST. QTY.	UNITS	DESCRIPTION AND UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (DOLLARS AND CENTS)	BID ITEM TOTAL IN FIGURES (DOLLARS AND CENTS)
570.4	80	CY	MORTAR RUBBLE MASONRY (HEADWALLS) _____ Dollars And _____ Cents		
585.3	250	CY	STONE FILL, CLASS C _____ Dollars And _____ Cents		
593.411	500	SY	PERMANENT EROSION CONTROL, CLASS 1, NON-WOVEN FABRIC _____ Dollars And _____ Cents		
603.82212	600	LF	12" PE PIPE, TYPE S (ADS N-12, OR EQUAL) _____ Dollars And _____ Cents		
603.82215	700	LF	15" PE PIPE, TYPE S (ADS N-12, OR EQUAL) _____ Dollars And _____ Cents		
603.82218	300	LF	18" PE PIPE, TYPE S (ADS N-12, OR EQUAL) _____ Dollars And _____ Cents		
603.82224	220	LF	24" PE PIPE, TYPE S (ADS N-12, OR EQUAL) _____ Dollars And _____ Cents		



TOWN OF GILFORD  
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ITEM NO.	EST. QTY.	UNITS	DESCRIPTION AND UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (DOLLARS AND CENTS)	BID ITEM TOTAL IN FIGURES (DOLLARS AND CENTS)
603.82230	220	LF	30" PE PIPE, TYPE S (ADS N-12, OR EQUAL) _____ Dollars And _____ Cents		
604.164	10	U	CATCH BASIN TYPE F, 4 FT. DIAMETER _____ Dollars And _____ Cents		
604.292	10	U	DROP INLET WITH DRAIN COVER, 2 FT. DIAMETER _____ Dollars And _____ Cents		
604.4	30	LF	RECONSTRUCTING/ADJUSTING CATCH BASINS _____ Dollars And _____ Cents		
604.5	30	LF	RECONSTRUCTING/ADJUSTING MANHOLES _____ Dollars And _____ Cents		
605.812	2,200	LF	24" AGGREGATE UNDERDRAIN, TYPE 1 (6" PIPE) _____ Dollars And _____ Cents		
605.82252	100	LF	24" AGGREGATE UNDERDRAIN, TYPE 2 WITH 12" PIPE _____ Dollars And _____ Cents		

TOWN OF GILFORD  
2023 ROADWAY IMPROVEMENTS

ITEM NO.	EST. QTY.	UNITS	DESCRIPTION AND UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (DOLLARS AND CENTS)	BID ITEM TOTAL IN FIGURES (DOLLARS AND CENTS)
609.811	500	LF	BITUMINOUS CURB, TYPE B, 4" REVEAL _____ Dollars And _____ Cents		
618.7	1,800	HR	FLAGGERS _____ Dollars And _____ Cents		
619.1	1	U	MAINTENANCE OF TRAFFIC _____ Dollars And _____ Cents		
628.2	1,500	LF	SAWED BITUMINOUS PAVEMENT _____ Dollars And _____ Cents		
646.51	5,000	SY	TURF ESTABLISHMENT (4" LOAM AND SEED) _____ Dollars And _____ Cents		
692	1	U	MOBILIZATION _____ Dollars And _____ Cents		
1010.2		\$	ASPHALT CEMENT ADJUSTMENT (ALLOWANCE)	\$25,000.00	\$25,000.00

**BASE BID:**

Total in numbers: \$ \_\_\_\_\_

Total in words: \_\_\_\_\_

TOWN OF GILFORD  
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Total cost (figures and written) must equal the not-to-exceed base bid submitted on the bid form.

Contractors may propose alternate bids and items; however, any alternates should be clearly spelled out on a separate form. Contractors should also bid on all items as they are specified.

In compliance with your invitation for bids dated \_\_\_\_\_, for the above captioned project, the undersigned hereby acknowledges that he/she is an authorized agent of the firm submitting this bid and proposes to furnish all labor, equipment and materials and perform all work for said project for the total cost above. Said work is to be done in strict accordance with the plans, specifications and all Contract Documents. The undersigned agrees that upon written acceptance of this bid, he/she will within ten days of receipt of such notice, execute a formal contract agreement with the Town of Gilford, 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 a set amount of time as agreed upon by the Town and the Contractor and that the work will be completed on or before November 1, 2023. No active construction onsite shall take place before May 1, 2023.** The owner shall deduct from the payments due the contractor each month the sum of six hundred dollars (\$600) per day for each calendar day of delay, which is agreed upon not as a penalty, but as a fixed and liquidated damages for each deduction. If 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, then the contractor or his surety shall pay the balance to the owner.

The undersigned acknowledges receipt of the following addenda:

---

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Enclosed is a bid guarantee, consisting of (CASH) (CHECK) (SURETY BOND) in the amount of \$\_\_\_\_\_.

Name of Firm: \_\_\_\_\_ State of Incorp. \_\_\_\_\_

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

Signature of Responsible Official: \_\_\_\_\_

Title: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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.

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6. Contracts recently completed: (Attach list showing project title, project location, gross amount of each contract, month and year completed, and names and phone numbers of Owner and Architect/Engineer.)
7. Have you ever failed to complete work awarded to you or defaulted on a contract?  
YES      NO  
If yes, where, when and why?
8. List your major equipment AVAILABLE FOR THIS CONTRACT. (Attach equipment schedule if necessary and indicate if owned or leased.)
9. Background and experience of the supervisor you propose to represent your firm at the site during the construction period of this Contract.

5.04 INDEMNIFICATION AGREEMENT

CONTRACT FOR: **Town of Gilford - 2023 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 Gilford - 2023 Roadway Improvements**

You are notified that your Bid dated \_\_\_\_\_, 2023 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract to construct the 2023 Roadway Improvements in the Town of Gilford, NH 03249. 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 2023 Roadway Improvements; and (3) the CONTRACTOR'S bid which was opened and publicly read on \_\_\_\_\_, 2023.

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, Payment 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, issue a Notice to Proceed and Purchase Order and return your bid bond security.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

TOWN OF GILFORD (OWNER)

By \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

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

this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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



5.06 AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between The Town of Gilford, 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 2023 Roadway Improvements project in the Town of Gilford, 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 2023 Roadway Improvements; and (3) the CONTRACTOR'S bid which was opened and publicly read on \_\_\_\_\_, 2023.

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 Substantially Complete by **October 15, 2023** and completed and ready for Final Payment by **November 1, 2023**.

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

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- (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 \_\_\_\_\_, 2023

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 GILFORD, NH:**

Address: 55 Cherry Valley Road  
Gilford, NH 03249

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 Gilford - 2023 Roadway Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2023. The work shall be Substantially Complete by **October 15, 2023** and completed and ready for Final Payment by **November 1, 2023**.

The Contract provides for an assessment of the sum of \$600 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 Payment Bond in the amount of 100% of the contract price.
3. A Performance Bond in the amount of 100% of the contract price

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

TOWN OF GILFORD (OWNER)

By \_\_\_\_\_

Title \_\_\_\_\_

5.08 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 Town of Gilford, 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 \_\_\_\_\_, 2023  
The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Gilford, New Hampshire a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for **the 2023 Roadway Improvements** 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.*

5.09 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal  
(Corporation, Partnership, or individual)

and, \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Town of Gilford, NH, 55  
Cherry Valley Road, Gilford NH 03249 hereinafter called OWNER, in the penal sum of  
\_\_\_\_\_ Dollars,

\$(\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into  
a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_  
2023 a copy of which is hereto attached and made a part hereof for the **2023 Roadway  
Improvements** project in the Town of Gilford, NH.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all  
the undertakings, covenants, terms, conditions, and agreements of said contract during  
the original term thereof, and any extensions thereof which may be granted by the  
OWNER, with or without notice to the Surety and during the one guaranty period, and if  
he shall satisfy all claims and demands incurred under such contract, and shall fully  
indemnify and save harmless the OWNER from all costs and damages which it may suffer  
by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and  
expense which the OWNER may incur in making good any default, then this obligation  
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and  
agrees that no change, extension of time, alteration or addition to the terms of the contract  
or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the  
same shall in any way affect its obligation on this BOND, and it does hereby waive notice  
of any such change, extension of time, alteration or addition to the terms of the contract  
or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal

shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN THE EVENT, that the Contract is abandoned by the Principal, or in the event that the OWNER, 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 OWNER, take any required steps to complete said Contract.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts each one of which shall be deemed an original, this the \_\_\_\_\_ day of

\_\_\_\_\_ 2023.

**PRINCIPAL:**

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

\_\_\_\_\_

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

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

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

**SURETY:**

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

\_\_\_\_\_

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

Attorney-In-Fact:

\_\_\_\_\_

**ATTEST:**

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

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

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

**ATTEST:**

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

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

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

NOTE: Date of BOND must not be prior to date of Contract. If Principal is a Partnership, all partners should execute BOND.

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 where the PROJECT is located.

5.10 PAYMENT BOND

(In accordance with NH R.S.A., Chapter 447)

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Town of Gilford, NH, 55  
Cherry Valley Road, Gilford NH 03249, hereinafter called OWNER, in the penal sum of  
\_\_\_\_\_ Dollars,

\$(\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into  
a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_  
2023, a copy of which is hereto attached and made a part hereof for the  
**2023 Roadway Improvements** project in the Town of Gilford, NH.

NOW, THEREFORE, if the Principal shall promptly make payment to any persons, firms,  
SUBCONTRACTORS, and corporations having any claim for labor performed or  
furnished, for equipment hired, including trucks, for material used and for fuels, lubricants,  
power, tools, hardware and supplies purchased by the Principal and used in carrying out  
the contract, and for labor and parts furnished upon the order of the Principal for the repair  
of equipment used in carrying out the contract, in accordance with the provisions of RSA  
447:15, 16, 17 and 18, and satisfy all claims and demands incurred under such contract,  
then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the notice required under this BOND to obtain benefits  
under this obligation by any person, firm, or corporation having any claim for labor  
performed, materials, machinery, tools, equipment or supplies, shall extend for a period

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of ninety (90) days after completion and acceptance of the work as provided in said contract with the OWNER. Such notice shall consist of a statement of the claim and must be filed in the office of the Clerk of the Superior Court of the County within which the contract shall be principally performed. The Clerk of the Superior Court is required to send a copy of the statement of claim by mail to the Principal and Surety hereunder. Any person, firm, or corporation shall within one (1) year after filing such claim file a petition in the Superior Court for the County within which the contract shall be principally performed to enforce the claim in accordance with the provisions and requirements of RSA 447:18.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 2 counterparts each one of which shall be deemed an original, dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**PRINCIPAL:**

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

\_\_\_\_\_

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

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

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

**SURETY:**

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

\_\_\_\_\_

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

Attorney-In-Fact:

\_\_\_\_\_

**ATTEST:**

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

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

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

**ATTEST:**

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

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

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



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NOTE: Date of BOND must not be prior to date of Contract. If Principal is a Partnership, all partners should execute BOND.

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 where the PROJECT is located.

## 5.11 APPLICATIONS FOR PAYMENT INSTRUCTIONS

### a) REQUIREMENTS INCLUDED

Procedures for preparation and submittal of Application for Payment.

### b) FORMAT

Application and Certificate for payment form shall be approved by the Owner. ***Invoices should be submitted by "project" as discussed at the pre-construction meeting and as required by the Owner for budget tracking purposes.***

For each numbered item in the Cost Proposal Form, provide a column for listing: Item Number; Description of Work; Unit Price; Previous Quantity; Quantity This Period; Previous Applications; Work in Place and Stored Materials under this Application; Authorized Change Orders; Total Completed and Stored to Date of Application; Percent Completion; and Balance to Finish. For specification sections covering more than one product or work item, list each item separately as a subsisting to that section.

Submit format to be used to the Client for review and approval a minimum of ten (10) days prior to first Application for Payment.

### c) PREPARATION OF APPLICATIONS

- 1) Preparation of applications shall conform to the General Conditions.
- 2) Review application with Client.
- 3) Type or neatly print required information.
- 4) Execute certification by signature of authorized officer.
- 5) Submit each payment application to the Owner.
- 6) Use unit cost on accepted cost proposal. Provide dollar value in each column for each line item of work performed and for stored products.
- 7) List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of work.

### d) SUBMITTAL PROCEDURES

Submit two (2) copies of each Application for Payment on a monthly basis. The Client may consider applications for Payment on a more frequent schedule than monthly.

### e) SUBSTANTIATING DATA

When Owner requires substantiating information, submit data justifying line item amounts in question. Provide one (1) copy of data with cover letter for each copy of submittal. Show application number and date, and line item by

number and description.

f) PAYMENTS BY OWNER

Payments will be made by Owner after approval of the Board of Selectmen at their regularly scheduled meeting usually held the second and fourth Wednesday of each month. Invoices must be received by Client no later than the Wednesday prior for processing. No payments will be made without Board of Selectmen approval.

The Owner has the right to pay directly subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, for costs incurred in the furtherance of the performance of his contract for which the Contractor has failed to pay, after written claim.

5.12 APPLICATION AND CERTIFICATE FOR PAYMENT

Project Name: Town of Gilford - 2023 Roadway Improvements

Roads Included in Application: \_\_\_\_\_

Contractor: \_\_\_\_\_ Job No: \_\_\_\_\_

Owner: Town of Gilford – Department of Public Works

Application Date: \_\_\_\_\_ Application No: \_\_\_\_\_

Period From: \_\_\_\_\_ to \_\_\_\_\_

Final Billing:  Yes  No

\*\*(Itemized Sheets Attached)

The present status of the account for this Contract is as follows:	
Original Contract Sum:	\$ _____
Total Plus/Minus Change Orders:	\$ _____
Total Contract Amount To Date:	\$ _____
Work Completed & Stored To Date:	\$ _____
Less Retainage:	\$ _____
Total Earned Less Retainage:	\$ _____
Less Previous Payments:	\$ _____
Payment Due This Application:	\$ _____
Balance Remaining On Contract	\$ _____

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The undersigned Contractor hereby certifies under penalty of perjury that: (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full obligations of the undersigned incurred in connection with work covered prior to Applications for Payment under said Contract, being Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) all materials and equipment incorporated in said project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interests and encumbrances; and (3) that all work covered by this Application for Payment has been completed in accordance with the Contract Documents.

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2023

In accordance with the Contract and this Application for Payment, the Contractor is entitled to payment in the amount shown above.

Owner: Town of Gilford – Department of Public Works \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 2023

5.13 CHANGE ORDER FORM

PROJECT: Town of Gilford - 2023 Roadway Improvements

CHANGE ORDER NO. \_\_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_

OWNER: Town of Gilford – Department of Public Works

CONTRACTOR: \_\_\_\_\_

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

Description: **See Attached**

Purpose of Change Order: **See Attached**

Attachments: (list documents supporting change)

<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
Original Contract Price:	Original Contract Time: (Days/Date)
Net Change Previous Change Order No___ to No___	Net Change Previous Change Order No___ to No___  _____ Days
Contract Price Prior to Change Order	Contract Time Prior to Change Order
Net (increase/decrease) to Change Order	Net (increase/decrease) to Change Order
Contract Price w/all Approved Change Orders	Contract Time w/all Approved Change Orders

**RECOMMENDED:**

**APPROVED:**

**ACCEPTED:**

\_\_\_\_\_  
Director

\_\_\_\_\_  
Owner/Town

\_\_\_\_\_  
Contractor

5.14 CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Town of Gilford - 2023 Roadway Improvements

PROJECT NO.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

Contract Date: \_\_\_\_\_

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

To: Town of Gilford – Department of Public Works  
(OWNER)

And To: \_\_\_\_\_  
(CONTRACTOR)

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER and CONTRACTOR, 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 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 with days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

OWNER RESPONSIBILITIES: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR RESPONSIBILITIES: \_\_\_\_\_

\_\_\_\_\_

The following documents are attached to and made a part of this Certificate:

Punch List: (See Attached)

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents

Executed by DIRECTOR on: \_\_\_\_\_  
(DATE)

By: \_\_\_\_\_  
(DIRECTOR OF PUBLIC WORKS)

CONTRACTOR accepts this Certificate of Substantial Completion on: \_\_\_\_\_  
(DATE)

By: \_\_\_\_\_  
(CONTRACTOR)

OWNER accepts this Certificate of Substantial Completion on: \_\_\_\_\_  
(DATE)

By: \_\_\_\_\_  
(OWNER)



## **6.0 SUPPLEMENTAL SPECIFICATIONS**

Item

201.01	Clearing (Tree Removal and Trimming)
201.4	Removing Stumps
203.1	Common Excavation
203.61	Embankment In Place Surplus
203.96	Regrading Ditch Lines
306.112	Reclaimed Stabilized Base, Processed In Place (12" Deep)
403	Hot Bituminous Pavements – Tack Coat Emulsion
603	Culverts and Storm Drains
604.292	Drop Inlets With Drain Cover, 2 Ft Diameter
646.51	Turf Establishment (4" Loam and Seed)

**ITEM 201.01- CLEARING (TREE REMOVAL AND TRIMMING)**

**DESCRIPTION**

The intent of this item is to clear and open up the road for the proposed construction, proper drainage functionality, winter operations/melting of snow off road, and sight lines. Extent of clearing work within the Town’s Right-of Way will be discussed at pre-construction meeting before work begins. Roads to be cleared or trimmed shall stay within the Town’s existing Right-of-Way (ROW) and easements. To the best extent possible, clearing and trimming shall reach 10ft. beyond excavation and 5ft. beyond embankment slope. Low hanging, unsound, or unsightly branches shall be removed as directed. All trimming shall be to a height of 20ft above the roadbed surface and shall be done in accordance with accepted tree surgery practices.

**MEASUREMENT AND PAYMENT**

Clearing and trimming shall be measured by the day for an authorized tree company furnishing a crew consisting of 1 – bucket truck, 1 – chip truck, a work force of 4 employees and necessary traffic control conforming to MUTCD Standards . All logs and wood chips may be disposed of at the Gilford Solid Waste Center at no cost. Transportation of logs and chips shall be the Contractors responsibility unless otherwise designated by the Owner. Removal of stumps measuring 12” in diameter or less are subsidiary to this item and will not be paid for separately under 201.4.

**PAY ITEMS AND UNITS**

201.01	Clearing	Per Day
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**ITEM 201.4 – REMOVING STUMPS**

**DESCRIPTION**

This work includes the removal of stumps within excavation limits when obstructing existing drainage or installation of drainage within the Town’s Right-of-Way (ROW) or as authorized by the Owner.

**MEASUREMENT AND PAYMENT**

Removal of stumps shall be measured by the number of stumps removed measuring more than 12 inches in circumference at the cutoff. Stumps of trees to be removed by the Contractor shall be field measured with a Town representative prior to removal. All stumps will be disposed of at the Gilford Solid Waste Center at no charge. Transportation of stumps is the responsibility of the Contractor.

**PAY ITEMS AND UNITS**

201.4	Removing Stumps	Each
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**ITEM 203.1 – COMMON EXCAVATION**

**DESCRIPTION**

Common excavation shall consist of all excavation not otherwise listed or inclusive in other bid items. Glacial till, boulder clay, or unsuitable material will be considered as common excavation.

**MEASUREMENT AND PAYMENT**

The accepted quantities of excavation of the type specified, will be paid for at the Item Bid Price per cubic yard for each of the pay items listed below that is included in the Contract, with the following stipulations:

Excavation of unsuitable material beneath embankment areas or at subgrade will be paid for as common excavation unless material is classified as rock, rock structure or common structure excavation item. When the excavation is classified the payment for underlying unsuitable material will be made under the classified item.

**PAY ITEMS AND UNITS**

203.1	Common Excavation	Cubic Yard
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**ITEM 203.61 – EMBANKMENT IN PLACE SURPLUS**

**DESCRIPTION**

The intent of this item in the contract is for placement of additional Town supplied reclaim material as needed on the reclamation projects for achieving desired grades. The Contractor shall provide the equipment needed for loading and transportation of the available surplus reclaim material (located at the Gilford Solid Waste Center, 100 Recycle Way, Gilford NH) unless otherwise designated by the Owner.

**MEASUREMENT AND PAYMENT**

Embankment In Place Surplus shall be measured by the agreed upon CY/truckload between the Contractor and Owner.

**PAY ITEMS AND UNITS**

203.61	Embankment In Place Surplus	Cubic Yard
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**ITEM 203.96 – REGRADING DITCH LINES**

**DESCRIPTION**

This work will consist of all labor and equipment for the excavation and disposal when necessary of all materials required to be removed to complete the excavation of roadway ditches. The locations for the ditch work will be determined in the field with the Owner and as indicated on the plans for the project.

The ditch will be excavated to approximately 1.5' – 2' below the finish pavement grade. Where feasible, 2:1 slopes shall be installed with a 1 foot bottom width. Slopes will vary depending on available ROW width. A two-foot minimum shoulder, measured from the edge of the existing pavement, will be installed and the top of the ditch will start at the end of the shoulder and tie into existing ground as soon as possible on the other side of the ditch.

**MEASUREMENT AND PAYMENT**

Ditching shall be measured by the linear foot to the nearest linear foot along the edge of the paved roadway. Removal and disposal of ditch material will be subsidiary to this item. Temporary erosion control in ditchlines also subsidiary to this item.

**PAY ITEMS AND UNITS**

203.96	Regrading Ditch Lines	Linear Foot
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**ITEM 306.112 – RECLAIMED STABILIZED BASE PROCESSED IN PLACE (12” DEEP)**

**DESCRIPTION**

This work shall consist of reclaiming the existing pavement and subbase to a depth of 12 inches, scarifying to a depth of 16 inches, removing all stones larger than 4 inches, rough grading, proper compaction of the material, and erosion control related to operation (water and calcium chloride as needed).

All labor and equipment is to conform to NHDOT Section 306. Contractor is responsible for line and grade. Contractor is responsible for all on site material handling of reclaimed stabilized base.

Compaction shall be accomplished by successive passes of a vibratory sheep’s foot or pad foot roller of at least 50,000 lb of dynamic force and smooth drum vibratory roller of at least 50,000 lb of dynamic force to achieve a minimum compaction of 95%. Water shall be applied using a self-propelled vehicle with 4,000 gallon minimum capacity with pressurized spray system front and rear.

**MEASUREMENT AND PAYMENT**

Reclaimed Stabilized Base Processed In Place will be paid for by the SY.

The placement of Town provided reclaim material will be paid for under Embankment-in-Place Surplus 203.61.

**PAY ITEMS AND UNITS**

306.112      Reclaimed Stabilized Base Processed In Place (12” Deep)      Square Yard

**ITEMS 403 - HOT BITUMINOUS PAVEMENTS  
TACK COAT EMULSION (SUBSIDIARY ITEM)  
MATERIALS AND PLACEMENT**

**DESCRIPTION**

This work shall consist of applying a tack coat of bituminous emulsion to the cold planed surface immediately before application of the shim course of bituminous pavement as well as before any wearing course is placed.

Bituminous material conforming to AASHTO M 140 or M 208 shall be applied evenly at a rate of 0.025 gallons per square yard of cold planed, shim course, or binder course surfaces with an automated self propelled computerized tack truck capable of spraying 8 – 16 feet at 150° F for all paving operations.

The surface shall be reasonably smooth and uniform and cleaned free of debris and other materials prior to application. Unstable corrugated areas shall be removed and replaced with suitable patching material. The edges of existing pavements which are to be adjacent to new pavement shall be cleaned to permit the adhesion of bituminous materials. The Contractor shall coordinate with the Town to have the road swept in advance of the paving.

Bituminous material shall be uniformly applied with an approved applicator. The tack coat shall be applied in such a manner to offer the least inconvenience to traffic and permit one-way traffic without pickup or tracking of bituminous material.

**MEASUREMENT AND PAYMENT**

Tack Coat Emulsion will be subsidiary to the hot bituminous pavement items.

**PAY ITEM AND UNITS**

Tack Coat Emulsion will be subsidiary to the hot bituminous pavement items.



## ITEM 603 – CULVERTS AND STORM DRAINS

### DESCRIPTION

This work shall consist of removing the existing drain pipe, furnishing and installing, pipes including the necessary joints, fittings, and connections as required. Sawed pavement, common structure excavation to the depth specified in 206.4.1, secondary excavation required in the imperfect trench method, bedding, shaping of bedding, non-woven fabric and backfill shall be included in this work.

Contractor is responsible to remove and properly dispose of existing culverts and replace with specified size as required by the Town. Contractor is responsible for all saw cutting, removal and disposal of pavement, excavating and bedding of pipe with ¾" stone and clean granular backfill (sand) per NHDOT 209.2.1.1. The Town will approve the use of the existing backfill if it meets 603.3.5. Contractor is responsible to establish proper line and slope to match existing conditions. Backfill materials shall be installed in 12" maximum lifts and compacted to a minimum of 95% compaction.

No video inspections are required as part of this project, unless there is concern by the Town over a specific pipe installation.

***Town reserves the first right of refusal for all excavated cross pipes.***

### MEASUREMENT AND PAYMENT

Culverts and storm drains shall be measured by the linear foot to the nearest linear foot along the edge of the paved roadway. All items noted above which are related to the work shall be subsidiary including the non-woven fabric per the detail provided in the Special Attention section.

### PAY ITEMS AND UNITS

603.82212	12" PE Pipe, Type S (ADS N-12, Or Equal)	Linear Foot
603.82215	15" PE Pipe, Type S (ADS N-12, Or Equal)	Linear Foot
603.82218	18" PE Pipe, Type S (ADS N-12, Or Equal)	Linear Foot
603.82224	24" PE Pipe, Type S (ADS N-12, Or Equal)	Linear Foot
603.82230	30" PE Pipe, Type S (ADS N-12, Or Equal)	Linear Foot

**ITEM 604.292 – DROP INLETS WITH DRAIN COVER, 2 FT DIAMETER**

**DESCRIPTION**

This work shall consist of furnishing and constructing drop inlets, with a drain manhole covers or frame and grate, as shown on the plans or as ordered. Typical use of this structure is as an access point connected to proposed underdrain pipe and would utilize a drain manhole cover. Height of these structures may vary but are usually around 3 feet. Sawed pavement, common structure excavation to the depth specified in 206.4.1, bedding, and backfill shall be included in this work.

Contractor is responsible for all saw cutting, removal and disposal of pavement, excavating and bedding of structure with ¾" stone and clean granular backfill (sand) per NHDOT 209.2.1.1. The Town will approve the use of the existing backfill if it meets 603.3.5. Contractor is responsible to establish proper line and grade to blend with final pavement grade. Backfill materials shall be installed in 12" maximum lifts and compacted to a minimum of 95% compaction.

**MEASUREMENT AND PAYMENT**

Drop inlets will be measured from the bottom of the metal frame or concrete cover to the inside bottom of the top base.

**PAY ITEMS AND UNITS**

604.292	Drop Inlet with Drain Cover, 2 Ft. Diameter	Vertical Foot
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**ITEM 646.51 – TURF ESTABLISHMENT (4” LOAM AND SEED)**

**DESCRIPTION**

This work shall consist of placing and preparing the soil, furnishing and applying seed of the type or types specified, fertilizer, limestone, and mulch if required, on all areas designated for turf establishment as shown on the plans or ordered. This work shall also consist of furnishing and placing humus or Town supplied loam as specified in the item description. The Contractor shall provide the equipment needed for loading and transportation of the available surplus loam material (located at the Gilford Solid Waste Center, 100 Recycle Way, Gilford NH) unless otherwise designated by the Owner.

**MEASUREMENT AND PAYMENT**

Turf Establishment (4” Loam and Seed) will be paid for by the SY. All trucking and equipment needed for this item will be supplemental to the item.

**PAY ITEMS AND UNITS**

646.51	Turf Establishment (3” Loam and Seed)	Square Yard
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## **7.0 SPECIAL ATTENTION**

### **7.01 FINAL PAY QUANTITY**

This contract does not include any final pay quantity items. Any item names with an (F) in the NHDOT Standard Specifications for Road and Bridge Construction shall have the (F) designation removed and shall be measured in accordance with section 109.01.

### **7.02 ASPHALT CEMENT ADJUSTMENT**

All bid items involving asphalt concrete mixtures listed in this “hot bituminous pavement” document containing asphalt cement will be subject to a price adjustment. This adjustment will take effect when the monthly price of asphalt cement as furnished by the New Hampshire Department of Transportation Bureau of Materials and Research differs from the base price contained in the proposal by more than ten percent of the base price.

The price adjustment will be based on the percent virgin asphalt cement stated in the **Approved Mix Design** containing the maximum percentage of reclaimed asphalt pavement. In the event of breakdown or unforeseen circumstances other than weather, an Approved Virgin Mix Design may be used. The price adjustment will then be based on the total percent of virgin asphalt cement in the approved design.

The **base price** of asphalt cement for this contract is:

**\$665.00 per ton English projects**

The monthly price of asphalt cement will be furnished to the Town of Gilford by the NH Department of Transportation Bureau of Materials and Research on the first business day following the 14<sup>th</sup> calendar day of each month.

The contract prices of Hot Bituminous Pavement will be paid under the respective items in the contract. The price adjustment, as provided herein, upwards or downwards, will be made at the end of each month in which the work was accomplished as follows:

[Monthly price minus the base price] X [Approved Mix Design percent of virgin asphalt] X [tons of pavement used]

When no item for asphalt Cement Adjustment is included in the contract no adjustments will be made.

### 7.03 ASPHALT MIX DESIGNS

Item 403.11a – Hot Bituminous Pavement, Machine Method (Shim, Overlay and Top)

- 9.5MM with 6.4% Asphalt Content @ 75 Gyr
- PG Grade 64-28
- NHDOT approved mix design

Item 403.11b – Hot Bituminous Pavement, Machine Method (Winter Binder)

- 19MM with 5.6% Asphalt Content @ 50 Gyr
- Winter Binder Spec
- PG Grade 64-28
- NHDOT approved mix design

Item 403.12 – Hot Bituminous Pavement, Hand Method

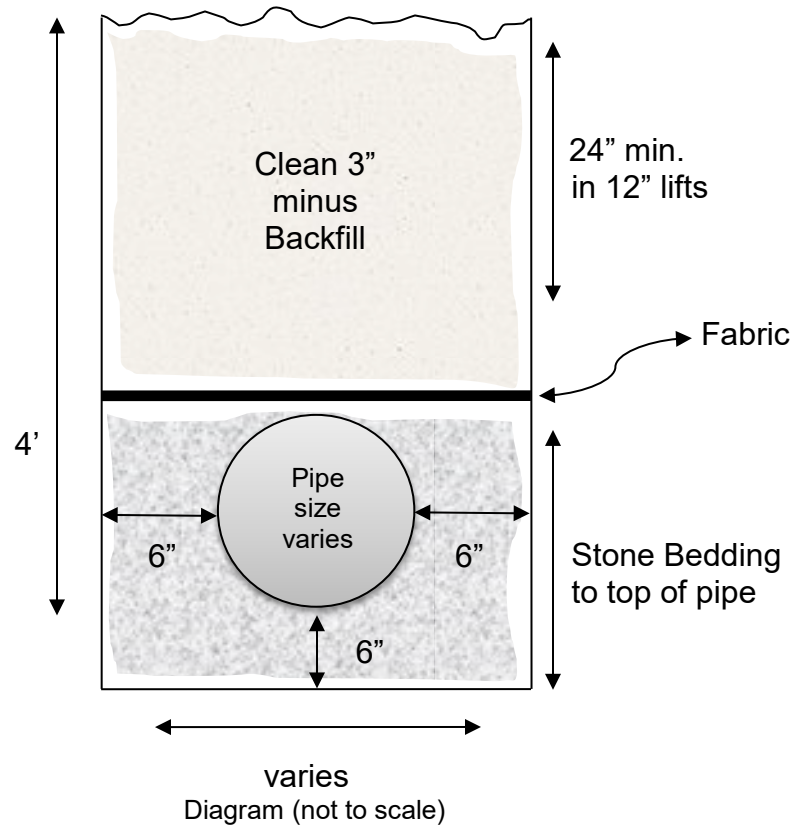
- Mix will be as required for type of work

7.04 PROJECT DETAILS

Item 604.164 and 604.292 – Catch basins (4' diameter) and Drop Inlets shall follow NHDOT Standard Detail Plan DR-5.

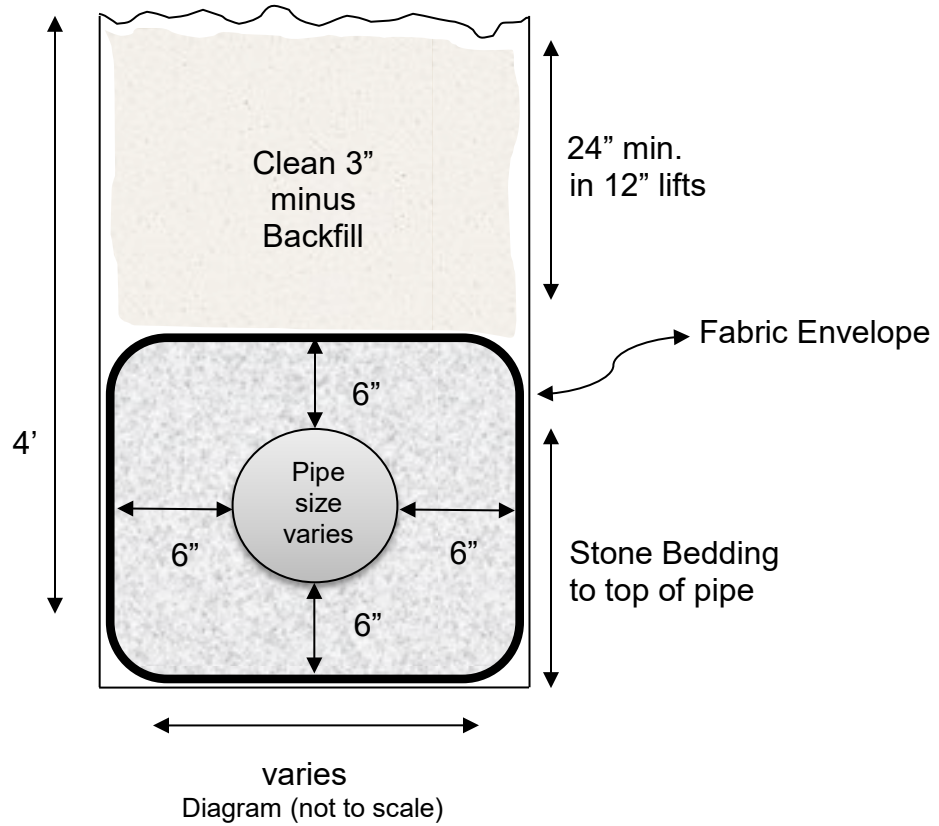
Items 603.822 – Solid Drain Pipe Detail

**DETAIL FOR SOLID PLASTIC PIPE INSTALLATION**



Items 605.812 and 605.82252 – Perforated Drain Pipe Detail

**DETAIL FOR PERFORATED AGGREGATE UNDERDRAIN INSTALLATION**



7.05 APPROVED ROAD PLAN (ATTACHED)





**TOWN OF GILFORD**

**2021-2025 ROAD IMPROVEMENT PLAN**

Approved by Board of Selectmen 2/24/21

LOCATION	FROM	TO	WORK PROPOSED	LENGTH (LF)	AREA (SY)	2023
Kimball Rd	Recycle Way	Route 11B	Reclaim - Rural w/ledge	2,972	7,265	\$ 400,500
Swain Rd (Sect 1&2)	Cotton Hill Rd	Jewett Brook	Bandaid S&O	2,898	7,084	\$ 86,000
Breton Rd	Annis Drv	End	Bandaid S&O	1,436	3,510	\$ 42,600
Annis Drv	Old Lakeshore Rd	entire loop	Isolated Patching	3,045	7,443	\$ 26,100
Hook Rd	Jay Drv end	500 feet up hill	Top Coat	500	1,222	\$ 12,800
Ironwood Drv	Jay Drv	Larch St	Top Coat	600	1,467	\$ 15,400
Larch St	Highland Drv	700 feet in	Top Coat	700	1,711	\$ 18,000
Liscomb Circle	Route 11	entire loop	Top Coat	2,091	5,111	\$ 53,600
Area Rd	Route 11A	End	S&O	1,746	4,268	\$ 51,800
Cottonwood Trail	Cumberland Rd	Upland Drv	S&O	2,639	6,451	\$ 78,300
Edgewater Drv (Sect 1&5+)	Summit to Shore	Summit to Brook	S&O	3,635	8,886	\$ 107,800
Highland Drv	Route 11	Hook Rd	S&O	1,433	3,503	\$ 42,500
Hook Rd	reclaim line	Cumberland Rd	S&O	834	2,039	\$ 24,800
Jay Drv	Ironwood Drv	Highland Drv	S&O	1,128	2,757	\$ 33,500
Larch St	reclaim line	Ironwood Drv	S&O	595	1,454	\$ 17,700
Shore Rd (Sect 1-3)	Summit Ave	Shore Rd Ext	S&O	3,086	7,544	\$ 91,500
Upland Drv	Mountain Drv	Crestview Drv	S&O	1,739	4,251	\$ 51,600
White Birch Rd	Route 11A	Silver St	S&O	6,262	15,307	\$ 185,700
Swain Rd	Liberty Hill Rd	Jewett Brook	S&O & Tier 3 Box Culvert	2,640	6,453	\$ 158,300
Blueberry Hill Ln	Summit Ave	Pineway St	Crack Seal	2,671	6,529	\$ 2,800
Edgewater Drv (Sect 6-13)	Summit Ave	Summit Ave	Crack Seal	10,560	25,813	\$ 11,100
Loch Ln	Shore Rd	End	Crack Seal	412	1,007	\$ 1,000
Natalies Way	Sturrock Place	End	Crack Seal	665	1,626	\$ 1,000
Pineway St	Summit Ave	Blueberry Hill Ln	Crack Seal	1,974	4,825	\$ 2,100
Sturrock Place	Blueberry Hill Ln	End	Crack Seal	650	1,589	\$ 1,000
Summit Ave	Laconia T/L	Edgewater Drv	Crack Seal	3,924	9,592	\$ 4,200
Bearfoot Place	Sagamore Rd	End	Crack Seal & SAM Seal	1,460	3,569	\$ 20,000
Buckboard St	Cottonwood Trail	Forest Ave	Crack Seal & SAM Seal	785	1,919	\$ 10,700
Deer Run Ln	Forest Ave	Crestview Drv	Crack Seal & SAM Seal	2,106	5,148	\$ 28,600
Forest Ave	Buckboard Drv	Crestview Drv	Crack Seal & SAM Seal	1,321	3,229	\$ 18,000
Hickory Stick	Forest Ave	Deer Run Ln	Crack Seal & SAM Seal	974	2,381	\$ 13,300
Ryswick St	Sagamore Rd	Sagamore Rd	Crack Seal & SAM Seal	466	1,140	\$ 6,400
Silver St (Sect 4 only)	Tate Rd	Cumberland Rd	Crack Seal & SAM Seal	840	2,053	\$ 11,400
<b>SUBTOTAL</b>						<b>\$ 1,630,100</b>
<b>DRAINAGE CROSSINGS &amp; ISOLATED PATCHING</b>						<b>\$ 106,300</b>
<b>CONTINGENCY/RESERVES</b>						<b>\$ 193,000</b>
<b>TOTAL</b>						<b>\$ 1,929,400</b>

**TOWN OF GILFORD  
2023 ROAD IMPROVEMENT PLAN  
PROPOSED SCHEDULE**

**ESTIMATED SCHEDULE**

Phase 1: May - June	SPRING	DPW to flush & inspect
Phase 2: July - August	SUMMER	DPW to flush & inspect
Phase 3: Sept - October	FALL	

LOCATION	FROM	TO	WORK PROPOSED	LENGTH (LF)	AREA (SY)
Kimball Rd	Recycle Way	Route 11B	Reclaim - Rural (WINTER BINDER)	2,972	7,265
Swain Rd (Sect 1&2)	Cotton Hill Rd	Jewett Brook	Overlay	2,898	7,084
Swain Rd (Sect 3&4)	Liberty Hill Rd	Jewett Brook	Overlay	2,640	6,453
Swain Rd BOX CULVERT		Jewett Brook	TBD		
Edgewater (Sect 1&5+)	Summit to Shore	Summit to Brook	S&O	3,635	8,886
Shore Rd (Sect 1-3)	Edgewater Ext.	Shore Rd Ext	S&O	3,086	7,544
Area Rd (2022 GMI PO)	Route 11A	End	Shim last year - overlay this year	1,746	4,268
Hook Rd	Jay Drv end	500 feet up hill	Top Coat	500	1,222
Ironwood Drv	Jay Drv	Larch St	Top Coat	600	1,467
Larch St	Highland Drv	700 feet in	Top Coat	700	1,711
Liscomb Circle	Route 11	entire loop	Top Coat	2,091	5,111
Breton Rd	Annis Drv	End	Bandaid S&O	1,436	3,510
Annis Drv	Old Lakeshore Rd	entire loop	Isolated Patching	3,045	7,443
Cottonwood Trail	Cumberland	Upland	S&O	2,639	6,451
Highland Drv	Route 11	Hook Rd	S&O	1,433	3,503
Hook Rd	reclaim line	Cumberland Rd	S&O	834	2,039
Jay Drv	Ironwood	Highland Drv	S&O	1,128	2,757
Larch St	reclaim line	Ironwood	S&O	595	1,454
Upland Drv	Mountain Drv	Crestview Drv	S&O	1,739	4,251
White Birch Rd	Route 11A	Silver St	S&O	6,262	15,307
Sagamore Rd (2022 Allstate PO)	Silver St	entire loop	Crack Seal & ARSAM	6,991	17,089
Blueberry Hill Lane	Summit Ave	Pineway St	Crack Seal	2,671	6,529
Edgewater (Sect 6-13)	Summit Ave	Summit Ave	Crack Seal	10,560	25,813
Loch Lane	Shore Rd	End	Crack Seal	412	1,007
Natalies Way	Sturrock Place	End	Crack Seal	665	1,626
Pineway St	Summit Ave	Blueberry Hill Lane	Crack Seal	1,974	4,825
Sturrock Place	Blueberry Hill Lane	End	Crack Seal	650	1,589
Summit Ave	Laconia T/L	Edgewater Drv	Crack Seal	3,924	9,592
Bearfoot Place	Sagamore Rd	End	ARSAM	1,460	3,569
Buckboard St	Cottonwood Trail	Forest Ave	ARSAM	785	1,919
Deer Run Lane	Forest Ave	Crestview Drv	ARSAM	2,106	5,148
Forest Ave	Buckboard Drv	Crestview Drv	ARSAM	1,321	3,229
Hickory Stick	Forest Ave	Deer Run Lane	ARSAM	974	2,381
Ryswick St	Sagamore Rd	Sagamore Rd	ARSAM	466	1,140
Silver St (Sect 4 only)	Tate Rd	Cumberland Rd	ARSAM	840	2,053