

# **2023 PAVING PROJECT BID**

**PROJECT MANUAL, INCLUDING SPECIFICATIONS FOR  
BITUMINOUS STREET, PARKING LOTS, AND PRICING OF MATERIALS**

**TOWN OF ALTON NEW HAMPSHIRE**

**PREPARED BY:**

**ALTON PUBLIC WORKS DEPARTMENT**

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# TOWN OF ALTON

## DEPARTMENT OF PUBLIC WORKS

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## INVATION FOR PROPOSAL

The Town of Alton, acting through its Director of Public Works will accept sealed bids on the following locations for asphalt applications in Alton; the estimated tonnage to be applied is 6000 tons. The tonnage amount estimated is not a guarantee, the volume of hot asphalt mix applied will be based off the Town of Alton's budgeted amount and current contractor pricing. Please see locations below for estimated quantities.

LOCATION	LENGTH	WIDTH	DEPTH	YARDS	TONS
Route 11-D	17326	22	1.5	42,352	3575
Wallsten Rd	965	22	1.5	2,359	200
Roger's St.	3337	20	1.5	7,416	630
Coffin Brook Rd	11,190	21	1.5	27,353	2205
Hamwood (ext)	1579	20	1.5	3,856	300
Stockbridge Corner Rd (West)	9351	22	1.5	22,858	1930

TOTAL TONNAGE ESTIMATE	8,840
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### **Bituminous Paving:**

The intent of this bid is for the Town of Alton to hire a qualified contractor to perform and provide all labor, materials, and equipment to furnish and apply bituminous materials, shim, and overlay paving on existing bituminous wearing surfaces, cold planing, gravel, reclaim surfaces of streets, and gravel shoulder work operations in the Town of Alton, New Hampshire.

The proposal contains items for bituminous paving, cold planing, and delivery of mix from a determined asphalt producing plant to establish a unit price for any requirement that develops in the construction year.

## Streets

All work performed on roads, streets, and bridges including but not limited to, construction techniques, equipment, and materials, shall conform to all applicable requirements of the most recent version of the NHDOT "Standard Specifications for Road and Bridge Construction" except where otherwise specified. Any deviations from these specifications shall have prior approval from the DPW Director or his Designee.

1. Depth of cold planing shall be as specified by the DPW Director or his Designee upon verification of field conditions. Typically, the Town will look for the planing to be 1" to 3" inches in depth.
2. Depth of reclaim shall be specified by the DPW Director or his designee upon verifications of field conditions. Typically, the town will look for the planing to be 6" to 8" inches in depth.
3. Only machinery approved by the Town through the DPW Director or his Designee shall be used to cold plane or crush/grind existing asphaltic concrete pavement and portion of the existing gravel base material simultaneously. The crushed materials shall conform to the following gradation requirements:

Sieve Designation	% Passing by Weight
3"	100
1-1/2"	70-100
3/4"	55-90
#4	40-75
#40	10-30
#200	3-10

4. Material shall be graded and compacted to 95%, with grading to match pre-existing profile with adjustments as required by the DPW Director or his Designee.
5. The centerline crown of the road shall be re-established and graded at 1/4" per foot to the edge of pavement.
6. Hot mix design "Types" which specify aggregate gradation and asphalt content are included in the attached table entitled "Composition of Mixtures – Master Ranges" (Appendix A). All hot mix designs are to adhere to these specifications as indicated. The contractor shall apply the following two courses of hot mix asphalt over the reclaimed base material:
  - 1) Binder course, 2" thick, (3/4" aggregate)
  - 2) Wearing course, 1 1/2" thick, (1/2")

pricing for this work is shown on the bid form.

7. Removal of surplus material may be ordered by the Town to adjust the finished grade and accommodate abutting properties. Pricing for this item is included on the bid form and will include the contractor's cost of loading, transport, and delivery to the DPW Facility.

8. Compaction shall conform to NHDOT Specification 401.3.12. Paver speed shall be such that dragging and corrugations do not appear in the finished surface. Asphalt mixture shall be set in place by rolling with a steel roller after spreading and adjusting surface irregularities.
9. Work on shoulders and driveway aprons will follow immediately. (See HAND WORK unit prices on bid page)
10. Driveway aprons shall be saw cut and pavement removed. Gravel bases shall be adjusted and compacted (handwork) in preparation of providing 2" binder course and 1 ½" wearing course flush to existing drive. Each butt will receive an application of emulsion beforehand.
11. Shoulder work will match that of existing abutting properties and 3" of loam and seed will be applied to match existing lawns.
12. Gravel shoulders operations will be performed by the awarded contractor and will match that of the newly paved sections roads that are deemed necessary with the town of Alton providing the aggregate product from a town approved aggregate vendor. The awarded contractor will coordinate with the DPW Director or his designee for definitive locations, and perform this operation with its own labor force, transportation, and whatever other equipment agreed upon by the DPW Director or his designee and the awarded contractor.
13. Finish paving shall be such that puddles, birdbaths, etc. are eliminated from abutting driveways, gutters and the traveled portion of the road, and if any puddles, birdbaths, etc. are found after the work is completed, these shall be repaired within two (2) weeks after notification, by means approved by the Town.

#### **Parking lots**

1. The contractor shall apply the following two courses of hot mix asphalt over the existing parking areas at a minimum.
  - 1) Tack coat of emulsified asphalt
  - 2) Leveling course, variable thickness, (3/8" aggregate)
2. Some small unpaved areas shall be paved with a base course, 2" thick, hot mix to incorporate them flush into the existing parking areas. Unit pricing for this work is shown on the bid form.
3. Once the leveling course of the existing parking areas is flush to the compacted base course of the newly paved areas, a wearing course with a minimum of 1 ½" thickness, hot mix shall be applied over the entire surface.
4. Compaction shall conform to NHDOT Specification 401.3.12. Paver speed shall be such that dragging and corrugations do not appear in the finished surface. Asphalt mixture shall be set in place by rolling with a steel roller after spreading and adjusting surface irregularities.

#### **Pricing for delivery:**

1. Vendor to submit a cost per ton for pick-up and delivery of hot mix at the plant.
2. **The Town reserves the right to consider distance to bituminous plant and other factors in award of this bid.**

**Job Conditions:**

Weather Limitations: Construct bituminous surfaces course only when atmospheric temperature is at least 50 degrees F and rising, and the temperature of existing pavement is 40 degrees F and the surface dry with no rain.

**Grade Control:**

The contractor shall establish and maintain the required lines and grades, including crown and cross slope for each course during construction operations.

**Weighing:**

All materials which are measured or proportioned by weight shall be weighed on scales which the Contractor has had sealed by the State of New Hampshire or by a repairman registered by the Commissioner of Agriculture. All weighing shall be performed in a manner prescribed under the rules and regulations of the Bureau of Weights and Measures of the New Hampshire Department of Agriculture.

Weighing of materials on scales located outside New Hampshire will be permitted for materials produced outside the state when requested by the Contractor. Materials must be approved by a licensed public weigh-master or a person of equal authority in the state concerned, on scales accepted in the state concerned.

**Safety and Traffic Control Measures:**

The Contractor shall employ all measures and procedures of safety and traffic control applicable by Local, State, and/or Federal laws. If a police detail is deemed necessary by the Police Chief, the Contractor will coordinate this through the DPW Director or his Designee.

**Schedule of work:**

It shall be the obligation of the selected Contractor to complete all work before dates specified. Following award of contract, the selected Contractor shall coordinate the scheduling of all work with the DPW Director or his designee. At a minimum, the Town shall be given one (1) weeks' notice prior to commencement of any work.

**Method of measurement and payment:**

Measurement: Weigh slips for all asphalt hot mix from the plant shall be turned over to the Town at the end of each workday.

Payment: Vendor to submit a cost per ton for pick-up of hot mix at the plant.

The 'Form of Bid' provides estimated quantities of materials and labor, to be supplied by the Contractor. The basis for payment shall be determined by actual measurements submitted by the Contractor and as reviewed and accepted by the DPW Director or his Designee. The Town reserves the right to increase or decrease such estimated quantities as necessitated by field conditions and budget considerations. The DPW Director or his Designee shall meet with and communicate to the Contractor's job superintendent,

the scope of work and anticipated quantities for each road segment to be paved. **Payment will be on the basis of actual quantities.**

**Sub-contractors:**

The use of sub-contractors shall not be allowed under this contract and shall be grounds for termination.

**Execution:**

General Bituminous Paving: Bituminous paving mix and construction methods will be in accordance with New Hampshire Department of Transportation's Specifications. Mix design must be approved by NHDOT, and per instructions of Alton DPW.

Placing of Mix: Bituminous paving mix that is placed on prepared surfaces will not be at a temperature less than 250 degrees F. Bituminous mix that is to be placed by hand in an area inaccessible to paving machinery and small areas within three feet of driveway aprons shall not be considered hand work.

Sweeping of Road Surfaces: Sweeping and preparation of areas to be paved will be the responsibility of the contractor. All surfaces will be free of leaves, dirt, and debris.

Safety and traffic Control Measures: The Contractor shall employ all measures and procedures of safety and traffic control applicable by Local, State, and/or Federal laws.

Work Locations: The contractor will be directed by the DPW Director or his designee. The Contractor will respond within 24 hours of notice with a specified tonnage minimum given by DPW designee.

Paver Placing: On major arterial roads it may require night paving. Contractor shall place temporary overlay markers (TOMS) when wearing surface is complete.

Joints: Joints shall be made between old and new pavements on all streets by saw cutting, as required, or between successive days' work. This will ensure the continuous bond between adjoining work. Construction joints are to have the same texture, density, and smoothness as other sections of asphalt course. Clean contact surfaces and applied tack coat to joints will be required prior to construction. Joints of pavement, overlays, or successive courses shall be offset six inches from joints in the course of immediately beneath and milled. No jack hammer joints will be accepted. All joints shall be a minimum of 2 inch and a tack coat shall be applied prior to paving.

Pavement Overlay: When requested by the Public Works representative, the contractor shall provide an overlay from curb to curb or edge of traveled way to edge of traveled way. Any settlement of pavement over one inch shall be leveled by applying a level course. The full width overlay shall consist of a hot bituminous wearing course as specified.

At no time shall loaded paving trucks drive or back over the freshly laid pavement mat. The contractor shall back up shoulders with gravel within 48 hours of finish coat.

Loaded Trucks: No loaded trucks shall drive on the newly paved asphalt mat.

Grade Control: All grades shall be set by the contractor to prevent puddles, eroding and runoff into private driveways.

## **Rolling:**

### 1. General:

Begin rolling when mixture will bear the roller weight without displacement. Compact the mixture with hand tampers or vibrating plate compactors in the area inaccessible to the rollers.

### 2. Initial Rolling:

Initial rolling will be performed by a vibratory compactor weighing not less than 14,000 lbs. Check surface after breakdown rolling and repair any displaced areas by loosening and filling with hot material as required.

### 3. Second Rolling:

The second rolling is to follow as soon as possible, while mix is still hot. Continue the second rolling until mixture has been thoroughly compacted.

### 4. Finish Rolling:

Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until all roller marks are eliminated, and the course has attained maximum density.

**Bid procedure:** The bidder is expected to carefully examine the proposed scope of work, specifications, special provisions, and contract forms before submitting a bid. Failure to do so will not relieve a successful bidder of his obligation to furnish all equipment and labor necessary to carry out the provision of this contract. The submission of a bid shall be considered evidence that the bidder has made such examination of the proposed scope of work, plans, bid, etc., and is familiar with the conditions to be encountered in performing the work and as to the requirements of the scope of work, specifications, special provisions and contracts.

All bid submittals must contain the attached "Form of Bid". All blanks are to be filled in and returned with this complete set of papers to the Town Administrator.

All bidders shall specify on the bid form "all price costs in both words and figures." All words and figures shall be written in ink. In case of a discrepancy between the words and the figures, the written word shall govern.

All bid submittals shall contain one (1) original and two (2) copies of the completed bid package.

Each bidder will submit a summary of work experience together with a statement regarding the number of years the bidder has performed the work as required by the scope of work.

Each bidder will submit a listing of the mobilized equipment to be used and number of employees required to perform the work as required by the scope of work.

Each bidder will submit a summary of qualifications.

Each bidder will provide a list of references and current clients (a minimum of 3 each) that includes their names, addresses and telephone numbers.

Lack of experience on the part of the bidder may be grounds for disqualification.

**Town of Alton Bid**  
**Sheet**  
**2023 Paving Projects**

Bid response must be based on all labor and materials per attached specifications. Proof of Worker’s Comp and Liability Insurance will be provided to the Town by the Contractor and required for the duration of the project. Submit written proof verifying Contractor or Subcontractors are not listed on the “Excluded Parties List” @ <https://www.epls.gov>.

Date:

**BITUMINOUS TABULATION PROPOSAL**

**LOCATION/STREET NAMES**

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<p>BID ITEM #1: <b><u>MACHINE METHOD</u></b></p> <p>\$ _____</p> <p style="text-align: center;">WRITTEN PRICE</p>	<p>PER TON, \$</p>	<p>ESTIMATED QUANTITY</p> <p>\$ _____</p> <p style="text-align: center;">(FIGURES)</p>	<p>PER TON\$</p>
<p>BID ITEM #2: <b><u>HAND WORK</u></b></p> <p>\$ _____</p> <p style="text-align: center;">WRITTEN PRICE</p>	<p>PER TON, \$</p>	<p>ESTIMATED QUANTITY</p> <p>\$ _____</p> <p style="text-align: center;">(FIGURES)</p>	<p>PER TON\$</p>
<p>BID ITEM #3: <b><u>COLD PLANING/MILLING</u></b></p> <p>\$ _____</p> <p style="text-align: center;">WRITTEN PRICE</p>	<p>PER YARD, \$</p>	<p>ESTIMATED QUANTITY</p> <p>\$ _____</p> <p style="text-align: center;">(FIGURES)</p>	<p>PER YARD\$</p>
<p>BID ITEM #4: <b><u>COST OF HOT MIX PICKED UP AND DELIVERED FROM THE PLANT</u></b></p> <p>\$ _____</p> <p>WRITTEN PRICE</p>	<p>PER TON, \$</p>	<p>ESTIMATED QUANTITY</p> <p>\$ _____</p> <p style="text-align: center;">(FIGURES)</p>	<p>PER TON\$</p>
<p>BID ITEM #4: <b><u>COST OF ROAD SHOULDERING OPERATIONS</u></b></p> <p>\$ _____</p> <p style="text-align: center;">WRITTEN PRICE</p>		<p>ESTIMATED QUANTITY.</p> <p>_____</p>	<p>PER LF-\$</p>

Respectively submitted;

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Print Bidder/Contractor's Name

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Print Representative's Name and Title

Representative's Signature

---

Street

City, State, Zip Code

---

Telephone and Fax Number Email Address

Date

Person signing proposal must be a person in your company authorized to sign a Contract with the Town of Alton NH. Any deviation from the stated specifications must be so noted and the bid prices must reflect these deviations.

The Town may choose to enter into a multi-year contract with the successful bidder of up to two additional years and would choose to utilize the 2023 pricing as base pricing and the NHDOT Asphalt Cement Escalator (See Appendix B)

**Note: The only item not inserted is the total estimated quantities for companies to bid on. Once the Director or his designee produces this information it will then be inserted.**

## **General Provisions**

1. Each bid shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked "Town of Alton 2023 Paving Projects Bid" and will be received in the Town Hall, 1 Monument Square, PO Box 659, Alton NH 03809, at or before 2PM, Thursday, December 8, 2022.
2. There are no accurate estimates of the quantities of work to be performed under this Contract, and any variation in quantities shall not be as valid grounds for any claim for damages or loss of profits or change orders. The Town specifically reserves the right to contract any quantity of item if desirable, to keep expenditures within available funds. The quantity of work as given for each item in the proposal attached thereto are only approximate and are assumed solely for the comparison of proposals.
3. Bids will be opened and publicly read on Thursday, December 8, 2022 at the Town Hall, 1 Monument Square at 2:00PM. Bids when opened shall be irrevocable for a period of 60 calendar days following the bid-opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting.
4. The Town of Alton reserves the right to accept, reject, modify or negotiate any and/or all proposals or any portion and to waive defects in form of minor irregularities thereof in the best interest of the Town of Alton.
5. The bid price shall not include Federal or State taxes. If such are applicable, the successful Bidder shall furnish the Town with the necessary tax-exempt forms in triplicate upon submission of the invoice.
6. The Bidder shall not, directly or indirectly, enter into any agreements, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
7. The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
8. Any changes to the provisions or specifications of this Bid shall be made by written addendum issued no later than 4 working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any and all addenda, which will be posted to the Town's website "News and Announcements" on December 4, 2022.
9. The Bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, Town Ordinances and the Town's purchasing policy, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the Town and its representative against any claim or liability arising from or based on any such law, ordinance, rules and regulation by themselves or by their employees. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
10. The Town may make such investigations as it may deem necessary to determine the ability of the Bidder to perform the services, and the Bidder shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject any and all bids if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
11. The Contractor shall secure and pay for all permits and licenses for the work in accordance with the bid documents, contract and specifications required for a complete finished job.
12. The Contractor acknowledges that it is an independent Contractor responsible for its own acts and performance under the Contract, including the acts of its employees and performance of its

equipment. In addition to maintaining the required insurance under this Contract, the Contractor to the fullest extent permitted by law, shall protect, indemnify, save, defend and hold harmless and exempt the Town, its officers, officials, agents, volunteers and employees ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of actions, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated by reason of any accident, bodily injury, personal injury, death of person, or loss of or damages to property, arising indirectly or directly under, in connection with, or as a result of this agreement or the activities of the contractor and even if caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties. In addition, and regardless of respective fault, the Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that the Contractor's officers, employees, contractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

13. The Bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA as amended, "Minimum Wage Law".
14. Insurance: At the time of the execution of the Contract, the Contractor shall present to the Board of Selectmen, proof of the required Liability Insurance Coverage. The Contractor shall provide proof of commercial general liability insurance, including completed operations coverage, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, and shall add the Town to the policy as an additional insured by way of amendatory endorsement and certificate or insurance. The liability insurance shall contain contractual liability coverage applicable to the indemnification obligations of the contractor. Contractor shall provide proof of acceptable automobile insurance applicable to activities in connection with the project, as well as workers compensation insurance applicable to its employees. The Town shall not be required to indemnify or insure the contractor.
15. The Bidder is to submit Proposal on attached "Bid Sheet" for "Unit Prices".
16. Upon receipt of written notice of acceptance of their bid, the successful Bidder shall execute and deliver the formal contract, attached, within ten calendar days to the Town.
17. Work on this project shall commence as soon as the Town has roads prepared and after signing of the contract and shall be completed in its entirety prior to November 1, 2023. The Town of Alton will make every effort to have projects ready for September 1.
18. Each Bid must be accompanied by Bid Security, payable to the Town of Alton, in the amount of (\$300,000.00) three hundred thousand dollars. Acceptable types of Bid Security include, but are not limited to: Bid Bonds, guaranteed by a surety acceptable to the Town, certified check or money order, cash, or letters of credit in a form acceptable to the Town. Such Bid Security will be returned to all Bidders within five working days after the Town and the accepted Bidder have executed the Contract, or if no Contract is executed, within sixty calendar days after the date of opening the bids, upon demand of the bidder at any time thereafter, so long as they have not been notified of the acceptance of their bid.
19. Prior to starting the work, the successful Contractor must deliver to the Town an executed Performance Bond as security in the amount of 100% of the contract price, as security for the faithful performance of this Contract and the payment of all persons performing labor or

furnishing materials in connection therewith, prepared in the form of a Performance & Payment Bond attached hereto, and having a surety thereon such surety company or companies are as approved by the Town, and as are authorized to transact business in the State of New Hampshire. Such bond shall acknowledge and permit and occupancy of the project or any portion thereof prior to formal acceptance by the Town.

20. The successful Bidder, upon their failure or refusal to execute and deliver the Contract and security, if required, within ten calendar days after they have received notice of the acceptance of their bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with their bid.
21. The Bidder will guarantee the work and materials and the work and materials of all subcontractors for a period of one year from the date of acceptance of the work by the Town and agree to leave the work in perfect order at completion. Neither the final certificate of payment nor any provision in the Contract documents shall relieve them of responsibility for negligence, or faulty materials, or workmanship within the extent and period provided by law, and upon written notice they shall remedy any defaults due thereto, and pay all expenses for any damage to work resulting there from. It is hereby specifically agreed and understood that this guarantee shall not include any cause or causes other than defective work or materials. It is further understood that the Board of Selectmen shall be the final judge as to whether or not any defect is a defect in workmanship and/or materials, which is the Bidder's responsibility.
22. The Contract Documents shall include, may not be limited to: the "Invitation to Bid"; "General Provisions"; "Specifications"; "Bid Security"; "Performance Bond"; "Bid Sheet"; "Proposal" "Change Orders"; "Drawings" (if any); "Notice to Proceed"; "Notice of Award"; any issued addenda and the final executed "Contract Agreement".

**The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work and the terms and conditions of payments shall be as binding as if called for by all.**

23. A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. The Contractor also shall examine carefully the Specifications and the Contract forms of the work contemplated. The Contractor shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.
24. The Town shall make payment on account of the Contract as follows: The Contractor shall invoice the Town for the work completed. After receipt of the Contractor's invoice by the Town, the Town's agent shall inspect the premises and if the work has been completed in accordance with the Contract Documents, the Town will make payment on or within thirty days of the approved amount of the invoice. Before final payment is made to the Contractor, it shall submit evidence satisfactory to the Board of Selectmen that all payrolls, material bills and other indebtedness connected with the work have been paid.
25. After execution of the Contract, there shall be no changes in the Bid Documents except by a written amendment executed in the same manner as the Contract or by Change Order as described below:

**Change Orders:**

A. The Town, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work shall be executed under the applicable conditions of the Contract Documents.

B. A change order is a written order to the Contractor signed by the Board of Selectmen or their designee and the Contractor, after execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract time.

C. The terms of any change order shall be mutually agreed to by the Contractor and the Board of Selectmen.

26. The entire work contemplated by the Contract shall be under the supervision of the Board of Selectmen, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.
27. Determination and Extension of Contract Time: It is an essential part of the Contract that the Contractor shall perform fully, entirely and in an acceptable manner, the work under Contract within the time stated in the Contract. If the Contractor finds it impossible for reasons beyond its control to complete the work within the Contract time, it shall make a written request to the Board of Selectmen for an extension of time setting forth the reasons which it believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not a valid reason for an extension of time. If the Board of Selectmen finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, including but not limited to acts of God, utility relocations, strikes, delays in delivery of critical materials, and work requiring specialists for whose starting time a reasonable latitude must be allowed, the Board of Selectmen may extend the time for completion in such amounts as conditions justify. When extension of the Contract time is required due to delays in the delivery of critical materials, sufficient evidence must be furnished to the Town at the time the delay occurs showing that such delay results from the materials being unavailable by reason of unusual market conditions such as industry-wide strike, natural disaster or an area-wide shortage which arises after bids are taken and which prevents the procurement of materials within the allowable time of limitations. Delays due to slow delivery from a source of supply when the required materials are available elsewhere will not be considered as justification for an extension of time.
28. Failure to Complete on Time: For each day that any work shall remain uncompleted after the Contract time specified for completion of the work, including extensions, the fixed daily charge specified below will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Town of any of its rights under the Contract. The Board of Selectmen and or their designee may waive such portions of the liquidated damages as may occur after the work is in condition for safe and convenient use. The fixed, agreed liquidated damages shall be \$500.00 per day.

- 29. The Town may withhold any amount of money otherwise due the Contractor to offset such liquidated damages and the Contractor and its Surety shall be liable to the Town for all additional liquidated damages as provided herein.
- 30. Assignment: The Contractor shall not assign, sublet, or transfer its interest in this agreement without written consent of the Town of Alton.
- 31. The Contractor shall commence work under this Contract as specified in the Notice to Proceed at those locations specified by the Town. And the work shall be completed by the date specified in the Notice to Proceed. The Contractor shall not commence work until a conference has been held at which representatives of the Contractor and the Town is present.

**Bid Conditions**

The Bidder understands that the Town reserves the right to reject any and all bids and to waive any informalities in the Bidding for any reason which the Town determines to be in the best interest of the Town.

The Bidder agrees that the Bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this Bid, the Bidder shall execute the formal Contract attached, and deliver the Contract to the Town within 10 days.

This Bid may be accepted by the Town at any time within 60 days of the opening of Bids.

In case this Bid shall be accepted by the Town, and the undersigned shall fail to execute the Contract within 10 days from the date of Notice of Award of the Contract, the undersigned shall forfeit to the Town the security deposited with this bid as liquidated damages for the delay and additional expense by the Town caused thereby.

The full name and residence of all persons and parties interested in the forgoing Bid as principal are as follows:


**Town of Alton Bid**  
**Bond**  
**2023 Paving Projects**

Know all persons by these present, that we the undersigned.

\_\_\_\_\_ as Principal, and

\_\_\_\_\_ as Surety, are

hereby held and firmly unto \_\_\_\_\_

as Town in the penal sum of \_\_\_\_\_

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

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

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

The condition of the above obligation is such that whereas the Principal has submitted to the Town, a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for **“Town of Alton 2023 Paving Projects”**

Now Therefore:

(a) If said bid is rejected, or in the alternative.

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

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

In Witness whereof, The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_ (LS)

\_\_\_\_\_

Surety

\_\_\_\_\_

(Seal)

**Town of Alton 2023 Paving Projects Performance/Payment**  
**Bond**

Know All Persons By These Presents, that we \_\_\_\_\_

hereinafter called the "Principal" and \_\_\_\_\_ of \_\_\_\_\_

State of \_\_\_\_\_ hereinafter called the "Surety" are held and firmly bound unto \_\_\_\_\_ hereinafter called "Town" in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_ )

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

The Conditions of this obligation is such that Whereas, the Principal entered into a certain Contract with the Town, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, copy of which is hereto attached and made part of hereof for "**Town of Alton 2023 Paving Projects**".

Not, Therefore, if principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during their original term thereof, and any extensions thereof which may be granted by the Town, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall dully indemnify and save harmless the Town from all costs and damages which it may suffer by reason of failure to do so, and shall fully reimburse and repay the Town for all outlay and expense which the Town may incur in making a good any default, then this obligation shall be void: otherwise to remain in full force.

If the Principal shall promptly make payment to all persons, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work, provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void: otherwise to remain in full force and effect.

Provided further, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to do the work or to the Specification.

Provided further, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In Witness Whereof, this instrument is executed in 6 counterparts, each one of which shall be deemed an original, the     day, of             , 2023.

ATTEST

\_\_\_\_\_  
(Principal) Secretary  
(Seal)

\_\_\_\_\_  
Witness as to Principal

Address

ATTEST

\_\_\_\_\_  
(Surety) Secretary  
(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney –in-Fact

By: \_\_\_\_\_  
\_\_\_\_\_

Note: Date of Bond must not be prior to date of Contract.

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: \_\_\_\_\_

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The Town has considered the Bid submitted by you for the above described work in response to its Invitation to Bids dated \_\_\_\_\_ and General Provisions to Bidders.

You are hereby notified that your Bid has been accepted for items

(Same as above).

You are required by the General Provisions to Bidders to execute the Agreement and furnish the required Contractor’s Performance and Payment Bonds, or approved alternative bonding method and certificates of insurance within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten days from the date of this Notice, said Town will be entitled to consider all your rights out of the Town’s acceptance of your Bid as abandoned. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Town.

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

Town:

Town of Alton NH By: \_\_\_\_\_

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

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by: \_\_\_\_\_

\_\_\_\_\_, this the \_\_\_\_\_ day of

\_\_\_\_\_, 2023. Title: \_\_\_\_\_

# Agreement

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Town of Alton, New Hampshire, hereinafter called "Town" and \_\_\_\_\_,

Doing business as (an individual) or (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 following:

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2. The Contractor shall furnish all the materials, supplies, tools. Equipment, labor and other services necessary for implementation, application, construction and completion of the Project described herein.

3. The Contractor shall commence and complete the Work required by the Contract Documents as specified in the General Provisions, unless the period for completion is extended otherwise by the Contract Documents. The Contractor acknowledged that the date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Contractor further agrees to pay, as liquidated damages, the sum of (\$500.00) for each consecutive calendar day that the Contractor shall be in default after the time specified in the Agreement.

4. The Contractor agrees to perform all the Work described in the Contract Documents and comply with the terms therein for the Contract price of

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5. The term "Contract Documents" means and included the following:

- a. **Invitation for Bids**
- b. **Specifications**
- c. **Special Conditions (if any)**
- d. **Bid**
- e. **Notice of Award**
- f. **Agreement**
- g. **Notice to Proceed**
- h. **General Provisions**
- i. **Supplemental General Provisions (if any)**
- j. **Change Orders (if any)**
- k. **Drawings (if any)**
- l. **Technical Specifications**
- m. **Addenda**

No.: \_\_\_\_\_, Dated \_\_\_\_\_ 2023

No.: \_\_\_\_\_, Dated \_\_\_\_\_ 2023

6. The Town will pay to the Contractor, in the manner and at such times as set forth in the General Provisions, such amount as required by the Contract Documents based on the per item bid prices. Retention from Progress Payments will be in accordance with the General Provisions.

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 three copies, each of which shall be deemed an original on the date first above written.

(Seal)

Town

ATTEST:

Town of Alton New Hampshire

\_\_\_\_\_

By: \_\_\_\_\_

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

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

(please type)

(please type)

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

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

(Seal)

Contractor

ATTEST:

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

\_\_\_\_\_

By: \_\_\_\_\_

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

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

(please type)

(please type)

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

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

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

**Notice to Proceed**

To: \_\_\_\_\_ Date: \_\_\_\_\_

Project: \_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_, 2023 on or before \_\_\_\_\_ and you are to complete the Work within (-) consecutive calendar days thereafter. The date completion of all Work is therefore October 31, 2023.

TOWN:

Town of Alton New Hampshire

By: \_\_\_\_\_

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

ACCEPTANCE of NOTICE

Receipt of the above Notice to PROCEED IS HEREBY ACKNOWLEDGED

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

By: \_\_\_\_\_, Title : \_\_\_\_\_

**CHANGE ORDER No. \_\_\_\_\_**

PROJECT: \_\_\_\_\_

DATE OF

ISSUANCE: \_\_\_\_\_ TOWN: \_\_\_\_\_

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

*You are directed to make the following changes in the Contract Documents.*

DESCRIPTION: \_\_\_\_\_

REASON FOR

CHANGE ORDER: \_\_\_\_\_

ATTACHMENTS: \_\_\_\_\_

<b><u>CHANGE IN CONTRACT PRICE</u></b>	<b><u>CHANGE IN CONTRACT TIME</u></b>
ORIGINAL CONTRACT PRICE: \$	ORIGINAL CONTRACT TIMES: SUBSTANTIAL COMPLETION: FINAL COMPLETION:
Net changes from previous change orders No. ___ to No. ___ \$	Net Changes from Previous Change Order: No. ___ to No. ___ \$
Contract Price Prior to this Change Order \$	Contract Time Prior to this Change Order SUBSTANTIAL COMPLETION: FINAL COMPLETION:
Net Increase or Decrease of this Change Order \$	Net Increase or Decrease of this Change Order (Days)

**Contract Price with all approved Change Orders:**

\$

**Contract Time with all approved Change Orders:**

**SUBSTANTIAL COMPLETION:**

**FINAL COMPLETION:**

Recommended: Engineer

By:

\_\_\_\_\_

Date:

Approved: Town

By:

\_\_\_\_\_

Date:

Approved: Contractor

By:

\_\_\_\_\_

## Appendix A

### NHDOT Liquid Asphalt escalator clause adjustment

1. Bid items containing asphalt cement will be subject to a price adjustment. This adjustment will take effect when the monthly price for asphalt cement as furnished by the New Hampshire Department of Transportation, Bureau of Materials and Research differs from the base price as herein specified. The price adjustment will be based on the percent of virgin asphalt cement in the approved mix design.
2. The base price of asphalt cement shall be the price as specified by the New Hampshire Department of Transportation, Bureau of Materials and Research at the time of the effective date of the Contract.
3. The monthly price of asphalt cement will be furnished by the New Hampshire Department of Transportation, Bureau of Materials and Research on the first business day following the 14th calendar day of each month.
4. The contract prices of Hot Bituminous Pavement will be paid under the respective items in the Bid. 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:

a.  $\text{Contract Adjustment} = [\text{monthly price minus the base price}] \times$

$[\text{Approved mix design percent of virgin asphalt cement}] \times [\text{tons of pavement used}]$ .

**The allowance stated in the Bid is approximate and the actual amount to be paid may be more or less as authorized by the DPW Director or his designee.**