

Town of New Durham

**Invitation to Bid**

**Winter Sand Beginning 2015**

The Town of New Durham Board of Selectmen is requesting bid proposals for the purchase of municipal winter sand, beginning with the year 2015. Bid packets may be viewed from the Town's website at [www.newdurhamnh.us](http://www.newdurhamnh.us) or picked up at the Highway Garage located at 56 Tash Road. Questions can be answered by calling Road Agent Michael R Clarke at (603) 859-8000 or by emailing [ndhd@metrocast.net](mailto:ndhd@metrocast.net). All proposals must be submitted in a sealed envelope, clearly labeled "Town of New Durham Winter Sand Beginning 2015", and received at or before 3PM, Friday, July 17, 2015. Bids will be opened and publicly at the Town Hall, 4 Main Street. Bids will be opened at 10:00AM, on Monday, July 20, 2015 at the Town Hall. The Town of New Durham reserves the right to accept, reject, modify or negotiate any and/or all proposals or any portion thereof in the best interest of the Town of New Durham.

# **Specifications**

## **Winter Sand Beginning 2015**

### **Description:**

Work under this section of the specification consists of furnishing all equipment and labor required to perform all operations in connection with the purchase and delivery of approximately 2000 cubic yards of half inch minus sized winter sand, per year (subsequent years cubic yardage may vary). All applicants shall submit contracts for the following terms; one (1) year, two (2) years and three (3) years.

During the entire contract period the contractor shall provide and maintain equipment to service the delivery of said winter sand, providing proof of equipment insurance for the entire duration of the contract. The equipment shall be kept in good repair and condition by the contractor. The contractor shall deliver winter sand by October 30<sup>th</sup> 2015 and September 30<sup>th</sup> the consecutive two years.

### **General Information**

This winter sand will be used within the municipality for the purpose of treating winter road conditions. All applicants shall list the cost to purchase half inch minus winter sand, including the cost of delivery, in terms of cubic yards.

List all terms and conditions for which any annual review of costs, to purchase, and have delivered approximately 2000 cubic yards of half inch minus sized sand within the contract terms.

List all terms and conditions for billing for services provided to the town.

The Town reserves the right to reject any or all proposals, to waive on non-material irregularities on information in any proposal and to accept or reject any item or combination of items.

Contractors must propose on items as specified. Any proposed changes must be detailed in writing and submitted as an addendum to the proposal.

The award will be made to the responsible Contractor based on quality of bid proposal, bid amounts and other factors based on the interests of the Town. The award may be made by individual items at the discretion of the Selectmen. The Town specifically reserves the right to reject any or all proposals or any part thereof. Further, the Town reserves the right to negotiate the terms of the contract and the scope of the project with the successful bidder without having to rebid the job.

**Town of New Durham**  
**Bid Sheet**  
**Winter Sand Beginning 2015**

The Town of New Durham Board of Selectmen is requesting bid proposals for the purchase of municipal winter sand, beginning with the year 2015. This winter sand will be used within the municipality for the purpose of treating winter road conditions.

During the entire contract period the contractor shall provide and maintain equipment to service the delivery of said winter sand, providing proof of equipment insurance for the entire duration of the contract. The equipment shall be kept in good repair and condition by the contractor. The contractor shall deliver winter sand by October 30<sup>th</sup> 2015 and September 30<sup>th</sup> the consecutive two years.

All applicants shall list the cost to purchase half inch minus winter sand, including the cost of delivery, in terms of cubic yards.

List all terms and conditions for which an annual review of costs to purchase and have delivered approximately 2000 cubic yards of half inch minus sized sand within the contract.

List all terms and conditions for billing the town for services provided to the community.

Questions can be answered by calling Road Agent Michael R Clarke at (603) 859-8000 Monday thru Friday, between 7:00AM to 3:00 PM, or by emailing [ndhd@metrocaster.net](mailto:ndhd@metrocaster.net).

All proposals must be submitted in a sealed envelope, clearly labeled "Town of New Durham Winter Sand Beginning 2015", and received in the Town Hall, 4 Main Street, PO Box 207, New Durham NH 03855, at or before 3PM, Friday, July 17, 2015. Bids will be opened and publicly read on Monday, August 20, 2015 at the Town Hall, 4 Main Street at 10:00AM. Following a review of the bids by staff, the Board of Selectmen may award the bid at their next scheduled public meeting. The Town of New Durham reserves the right to accept, reject, modify or negotiate any and/or all proposals or any portion thereof in the best interest of the Town of New Durham.

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>. Project cost over \$25,000.00 will be required to submit a performance bond.

**Winter Sand Purchase and Delivered**

One Year Contract Term	Two Year Contract Term	Three Year Contract Term
<div>\$_____ per cy</div>	<div>\$_____ per cy</div>	<div>\$_____ per cy</div>

Respectively submitted;

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Print Bidder/Contractor's Name

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Print Representative's Name and Title

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Representative's Signature

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Street

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City, State, Zip Code

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Telephone and Fax Number Email Address

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Date

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

## **General Provisions**

1. Each bid shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked "Town of New Durham Winter Sand Beginning 2015" and will be received in the Town Hall, 4 Main Street, PO Box 207, New Durham NH 03855, at or before 3PM, Friday, July 17, 2015.
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 Monday, July 20, 2015 at the Town Hall, 4 Main Street at 10:00AM. 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 may award the bid at a regular public meeting.
4. The Town of New Durham 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 New Durham.
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.
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 purchase and maintain for the duration of this Agreement an insurance policy per terms of this Agreement for the period of performance of this Agreement, and 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 \$5,000,000.00 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. The contractor shall deliver winter sand by October 30<sup>th</sup> 2015 and September 30<sup>th</sup> of each consecutive year.
  18. 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, their Bid Bind as liquidated damages for such failure or refusal, the security deposited with their bid.
  19. 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.
  20. The Contract Documents shall include, may not be limited to: the "Invitation to Bid"; "General Provisions"; "Specifications"; "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.
  21. 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.

22. 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.
23. 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.
24. 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.
  25. 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.
  26. 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 deduced 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 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.
  27. 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.
  28. Assignment: The Contractor shall not assign, sublet, or transfer its interest in this agreement without written consent of the Town of New Durham.

29. 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.

## **Winter Sand Beginning 2015**

### **Bid Conditions**

The Bidder understands that the Town reserves the right to reject any and all bids and to waive any informality 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:

_____	_____
_____	_____
_____	_____
_____	_____

Please have all authorized individuals(s) able to contract with the Town of New Durham sign, and submit attached to Bid Sheet.



**Winter Sand Beginning 2015**  
**NOTICE OF AWARD**

TO:

**Project Description:**

Work under this section of the specification consists of furnishing all equipment and labor required to perform all operations in connection with the to purchase and have delivered approximately 2000 cubic yards for 2015, amount may vary for years 2016 and 2017, of half inch minus sized winter sand, per year. All applicants shall submit contracts for the following terms; one (1) year, two (2) years and three (3) years.

During the entire contract period the contractor shall provide and maintain equipment to service the delivery of said winter sand, providing proof of equipment insurance for the entire duration of the contract. The equipment shall be kept in good repair and condition by the contractor. The contractor shall deliver winter sand by October 30<sup>th</sup> 2015 and September 30<sup>th</sup> of each consecutive year.

This winter sand will be used within the municipality for the purpose of treating winter road conditions.

All applicants shall list the cost to purchase winter sand half inch minus, including the cost of delivery, in terms of cubic yards. List all terms and conditions for which an annual review of costs to purchase and have delivered approximately 2000 cubic yards of half inch minus sized sand within the contract.

List all terms and conditions for billing the town for services provided to the community.

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.

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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 and written proof verifying Contractor or Subcontractors are not listed on the "Excluded Parties List" @ <https://www.epls.gov>, 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. Once the Town has received all required documents within ten calendar days from the date of this Notice to you, The "Notice to Proceed" will be issued informing you when work may commence.

Dated this day of \_\_\_\_\_, 2015.

Town:  
Town of New Durham NH

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

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

**Acceptance of Notice**

Receipt of the above Notice of Award is hereby acknowledged

by: \_\_\_\_\_, this the \_\_\_\_\_ day of

\_\_\_\_\_, 2015. Title: \_\_\_\_\_

**Winter Sand Beginning 2015**  
**Agreement**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the Town of New Durham, 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 (dollars and cents) 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 \_\_\_\_\_ 2015

No: \_\_\_\_\_, Dated \_\_\_\_\_ 2015

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 New Durham New Hampshire

\_\_\_\_\_

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

Name: \_\_\_\_\_  
(please type)

Name: \_\_\_\_\_  
(please type)

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

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

(Seal)

Contractor

ATTEST:

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

\_\_\_\_\_

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

Name: \_\_\_\_\_  
(please type)

Name: \_\_\_\_\_  
(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.