

**Town of New Durham**

**Invitation to Bid**

**King's Highway Line Striping 2022**

The Town of New Durham Highway Department is requesting bid proposals for the following line striping to be completed by October 31, 2022:

Work to be completed:

1. Road Improvements (approximately 4.58 miles)
  - (a) Double Yellow Line Striping

Bid Expectations:

- Include in Bid your estimated start and finish date of the project.
- Include in your Bid the Cost of all services, equipment, paint, etc. as the totality of the entire project.
- Include in your bid any conditions or considerations for the Town of New Durham, NH .
- Include in your bid the name of the company completing the work.
- Include proof of insurance, with the ability to add New Durham, NH as additionally insured for the period of time of the work.
- Include all of the following pages in your bid, completed as necessary.

Bid specifications can 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 Will Cardinal at (603) 859-8000 or by emailing [nddpw@newdurhamnh.us](mailto:nddpw@newdurhamnh.us). Appointments with the Road Agent for questions or to discuss the bid specifics must be made at least 24 hours ahead of time. All qualified bidders are encouraged to submit their proposals which must be submitted in a sealed envelope, clearly labeled "Town of New Durham King's Highway Line Striping", and received in the Highway Garage, 56 Tash Road, PO Box 207, New Durham NH 03855, at or before 12pm on Thursday October 13<sup>th</sup> 2022. Bids will be opened and publicly read on Thursday October 13<sup>th</sup>, 2022 at the Town Hall, 4 Main Street at 1pm. 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.

## **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 King's Highway Line Striping 2022" and will be received in the Highway Garage, 56 Tash Road, PO Box 207, New Durham NH 03855, at or before 12PM, Thursday October 13<sup>th</sup>, 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, October 13<sup>th</sup>, 2022 at the Town Hall, 4 Main Street at 1pm. 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 however the Town of New Durham can reject all bids for any reason.
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 Approved 2012 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 \$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. 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 October 30, 2022. The Town of New Durham will make every effort to have projects ready for the last week in August 2022.

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.

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 Approved 2012 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.

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 New Durham.

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 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:

_____	_____
_____	_____
_____	_____
_____	_____

**Town of New Durham**  
**Bid Bond**  
**King's Highway Line Striping 2022**

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 \_\_\_\_\_, 2022. 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 New Durham King's  
Highway Line Striping 2022"

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 New Durham King's Highway Line Striping 2022**

**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 \_\_\_\_\_, 2022, copy of which is hereto attached and made part of hereof for **"Town of New Durham King's Highway Line Striping 2022"**.

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. Approved 2012 In Witness Whereof, this instrument is executed in 6 counterparts, each one of which shall be deemed an original, the \_\_\_\_\_ day, of \_\_\_\_\_, 2022.

ATTEST

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

\_\_\_\_\_  
Principal



(Seal)

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

\_\_\_\_\_

\_\_\_\_\_

Witness as to Principal

\_\_\_\_\_

Address

\_\_\_\_\_

Surety

ATTEST

\_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_

(Surety) Secretary

(Seal)

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

\_\_\_\_\_

\_\_\_\_\_

Witness as to Surety

---

Address

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

**NOTICE OF AWARD**

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

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

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 \_\_\_\_\_, 2022,

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

\_\_\_\_\_, 2022. Title: \_\_\_\_\_

## Agreement

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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:
  
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
  
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 \_\_\_\_\_ 2022

No: \_\_\_\_\_, Dated \_\_\_\_\_ 2022

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: \_\_\_\_\_

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 \_\_\_\_\_, 2022 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, 2022.

TOWN:

Town of New Durham New Hampshire

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

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

**ACCEPTANCE of NOTICE**

Receipt of the above Notice to PROCEED IS HEREBY ACKNOWLEDGED

By: \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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