

Town of Wilton, NH
Invitation for Bids #01-24
2024 Wilton Reclamation, Fine Grade, & Pave



Date Posted: 02/13/2024

Proposal Deadline: 03/01/2024

Staff Contacts

Administrative Inquiries: Nick Germain, Town Administrator

Wiltonta@wiltonnh.gov - 603-654-3299

Technical Inquiries: Wayne Titus, Interim Public Works Director

highway@wiltonnh.gov - (603) 654-6602

Inquiry / Submissions Addresses:

Street Address

Administration Office
Wilton Town Hall
42 Main Street
Wilton, NH 03086

Mailing Address

Wilton Town Hall
Town Administrator's Office
P.O. Box 83
Wilton NH, 03086

It is the town's intent that this RFP shall permit competition. It shall be the respondent's responsibility to advise the Town Administrator (wiltonta@wiltonnh.gov) in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits awarding this project to one source

The Select Board of the Town of Wilton reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town of Wilton.

Contract Documents And Technical Specifications

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ADVERTISEMENT for BIDS

Reclamation, Fine Grade, Pavement of Captain Clark Road, Highfields Road, Orchard View Drive, Samantha Way, Ledgewood Road. & Macintosh Drive for Year 2024 in Wilton, New Hampshire

All Bids shall be received in a sealed envelope clearly identified with the Bidder's name and marked on the outside **"Town of Wilton Bid # 01-24 Reclamation, Fine Grade, and Pave"** and be received at the Town Administrator's Office within the Wilton Town Offices, 40 Main Street, Wilton, New Hampshire on or before 11:00 AM on Friday **March 1, 2024**. Shortly thereafter, Bids will be publicly opened and read aloud. Any Bid received shall be irrevocable for a period of thirty (30) calendar days. Following a review of the Bids by the Wilton Highway Department, a recommendation will be made to the Board of Selectmen as to the award of contract.

In general, the Scope of Work to be performed under this Contract includes reclamation, fine grade, and paving of approximately: Captain Clark Road 1,650' X 21' (Potter Road to gravel), Highfields Road 1,370' X 25' (start at Abbott Hill Rd), Orchard View Drive 558' X 24' (start at Abbott Hill Rd), Samantha Way 528' X 24' (start at Abbott Hill Rd), Ledgewood Road 2,285' X 21' (start at Captain Clark Rd) Macintosh Drive 850' X 24' (start at Badger Farm Rd) and related work.

Technical or administrative questions should be directed to this IFB's main contacts listed on the cover page; administrative questions will be handled by the Town Administrator while technical questions will be referred to the Wilton Highway Department's Public Works Director. Highly specific e-mailed or typed questions are strongly preferred, and should reference the section the respondent wants clarified. Responses that are deemed reasonably able to affect competitiveness for this IFB will be released as addenda.

As part of the bidding selection process, the Town of Wilton may require (from the top three selections) a summary of work obligations and equipment resources to assure substantial completion and completion of work dates can realistically be met.

- Substantial Completion of all roads listed above shall be September 30, 2024; and
- Final Completion of all Contract Work shall be achieved not later than October 15, 2024.

As specified in the Contract Documents and Technical Specifications for this project:

1. A complete set of the Contract Documents shall be used in preparing Bids; the Town of Wilton assumes no responsibility for errors or misinterpretation from the use of the Contract Documents.

The Town of Wilton, in making copies of the Contract Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work. Copies of the Contract Documents may be examined at the following locations on or after **February 13, 2024**.

Primary (Digitally available) Wilton NH Town Website

www.wiltonnh.gov -> [Purchasing Page](#)

(<https://www.wiltonnh.gov/cms/One.aspx?portalId=13599924&pageId=15772198>)- [> 01-24 Reclamation, Fine Grade, and Pave](#)

Wilton Town Offices
42 Main Street
Wilton, NH 03086

Commencing on February 13, 2024, copies of the Contract Documents may be obtained from the Town of Wilton in person at either the Wilton Town Offices (40 Main Street) or Wilton Highway Department (89 Whiting Hill Road) Monday through Friday, between the hours of 8AM and 3PM.

The Town of Wilton intends to award the Work to the Contractor who is the most reasonable and responsible low Bidder; however, the Town reserves the right to accept or reject any or all Bids, to waive any informalities related to those Bids received, and/or modify the Scope of Work if it deems one or more of those actions to be the best interest of the Town of Wilton.

INSTRUCTION to BIDDERS

1. **FORM OF BID.** All Bids must be presented on the Bid Schedule provided within the Construction Documents. All blank spaces on the Bid Schedule for Bid prices must be filled in, in ink or typewritten, and the Bid Schedule shall be properly executed when submitted. Only one (1) copy of the executed Bid Schedule shall be submitted.

2. **BID SUBMITAL PROCESS.** All Bids shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked on the outside "Town of Wilton Bid # 01-24 Reclamation, Fine Grade, and Pave"; and be received at the Town Administrator's Office within the Wilton Town Offices, 42 Main Street, (**P.O. Box 83**) Wilton, New Hampshire on or before 11:00 AM on March 1, 2024.

Shortly thereafter, Bids will be publicly opened and read aloud. Any Bid received shall be irrevocable for a period of thirty (30) calendar days. Following a review of the Bids by the Highway Department, a recommendation will be made to the Board of Selectmen as to the award of Contract on or about the first Board of Selectmen's meeting following bid opening.

3. **ACCURACY OF BID SUBMITTAL.** All Bidders must satisfy themselves as to the accuracy of estimated quantities of work identified on the Bid Schedule by examination of the Work and a review of the Contract Documents including addenda, if any. After a Bid has been submitted, the Bidder shall not assert a misunderstanding concerning the quantity or nature of the Work to be performed.

4. **PRIOR TO SUBMITTING.** Before submitting a Bid, each Bidder will, at his/her own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his/her Bid for performance of the Work in accordance with the Contract Documents.

On request, the Town of Wilton will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary prior to submission of his/her Bid.

The Submission of a Bid is an acknowledgment from the Bidder that he/she has complied with every requirement and that the Contract Documents are sufficient in scope and detail for the performance of the Work.

5. **EXECUTION OF AGREEMENT.** The party to whom the Contract is awarded will be required to execute proof of insurance coverage within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Insurance Agreement. In case of failure of the Bidder to execute the Agreement, the Town of Wilton may at its option, consider the Bidder to be in default.

6. **COLLUSION.** The Bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this Bid.

7. **ADVERTISING.** 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. **QUESTIONS.** All questions during the bidding period about the meaning or intent of the Contract Documents shall be submitted to the Wilton Interim Director of Public Works in writing.

Any provisions in any of the Contract Documents, which may be in conflict, shall be subject to the following order of precedence for interpretations:

- ☐ Supplementary General Conditions will govern General Conditions; and
- ☐ All other conflicts between Contract provisions shall be resolved in Addenda.

9. **COMPLIANCE.** 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 Rules and Regulations of all authorities having jurisdiction over the project, 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 representatives 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 Interim Public Works Director immediately and in writing if these Contract Documents are believed to be at variance with applicable Laws, Ordinances, Rules or Regulations.

1. **BIDDERS ABILITY TO PERFORM WORK.** The Town of Wilton may make such investigations as it may deem necessary to determine the ability of the Bidder to perform the Work; and the Bidder shall furnish the Town (*six (6) previous jobs with reference contacts*) all such information for this purpose that the Town may reasonably request. The Town reserves the right to reject any Bid 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 satisfactorily complete the Work contemplated.
2. **PERMITS AND LICENSING.** While the town itself does not require additional permits for roadwork, the Contractor shall secure and pay for all permits and licenses for completion of the Work, if any, in accordance with the Bid Documents.
3. **DAMAGE TO PROPERTY.** The Contractor shall be responsible for all damage to property (such as mailboxes, trees, stone walls, boundary markers, or dwellings) or injury to persons arising out of their actions or failure to act. The Contractor shall indemnify and hold harmless the Town of Wilton from any and all demands, suits or judgments arising in conjunction with or as a result of the Contractor's performance of this Contract.
4. **LABOR LAWS.** The Bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to RSA 275, as amended, "Hours of Labor"; and RSA 279, as amended, "Minimum Wage Law".
5. **INSURANCE REQUIREMENTS.** The Bidder shall furnish and maintain at their own expense insurance against damages arising from injury to their employees in accordance with RSA 281, as amended, "Worker's Compensation Acts" and from claims for damages because

of bodily injury including death and for all property damages, including without limitations, damage to buildings, which might arise from and during operations under this contract, whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The Contractor shall insure the activities of their subcontractors in their own policy, for subcontractors Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the types and amounts as herein specified. Approval of insurance by the Town shall not relieve the Liability of the Contractor there under. Certificates from the insurance companies as to the amount and type of coverage, terms of the policy, etc. shall be provided upon execution of the Agreement

A. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Contractor shall obtain and maintain during the life of this Contract statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in Work to be performed under this Contract and, in case any such Work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all Work of the latter's employees to be engaged in such Work.

B. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. The Contractor shall obtain and maintain during the life of this Contract such Bodily Injury Liability, Property Damage Liability and Automobile Bodily Injury Liability Insurance as shall protect them and any subcontractors performing Work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract, whether such operations be by themselves or by the subcontractor or by anyone directly and/or indirectly employed by either of them, and the amount of insurance shall not be less than:

- (1) Commercial General Aggregate Liability and Products - Completed Operations Aggregate Insurance, in an amount not less than Two Million Dollars (\$2,000,000). For each Occurrence Injury, including wrongful death to any one person and subject to the same limits for each person in an amount not less than One Million Dollars (\$1,000,000) on account of one accident.
- (2) Property Damage Insurance in an amount not less than One Million Dollars (\$1,000,000) for damages on account of one accident or all accidents.
- (3) New Hampshire's statutory employers Workers Compensation covering; Each Accident/Disease-Policy Limit/Disease-Each Employee
\$100,000/\$500,000/\$100,000

C. TOWN OF WILTON'S PROTECTIVE LIABILITY INSURANCE. The Contractor shall name the Town of Wilton as co-insured on all policies required, except Worker's Compensation.

- D. All policies and certificates of insurance shall carry not less than a ten (10) day notice of cancellation or change in expiration; and notice of such cancellation or change in expiration shall be forwarded to the Director of Public Works by the Contractors insurance carrier(s).
6. CONTRACT EXECUTION. The successful bidder shall execute and deliver the Agreement within ten (10) calendar days of "Notice of Award" to the Town of Wilton NH.
7. FAILURE OR REFUSAL TO EXERCUTE. The successful bidder, upon their failure or refusal to execute and deliver the Agreement and/or required Bond and insurance certificates, within ten (10) calendar days of receipt of Notice of Award, shall forfeit to the Town of Wilton, as liquidated damages for such failure or refusal, its Bid Security.
8. GUARANTEE OF WORK. The Bidder will guarantee all workmanship and materials, including all workmanship and materials of subcontractors for a period of one (1) year from the date of acceptance of the Work by the Town and agree to leave the Work in perfect order upon completion. Neither the final Certificate of Payment, nor any provision in the Contract Documents, shall relieve the Contractor of responsibility for negligence, faulty materials, or improper workmanship to the extent and for that period of time provided under applicable law. Upon receipt of written notice from the Town of Wilton to do so, the Contractor shall remedy any defects and pay all expenses related to any damage suffered by the Work resulting therefrom. It is to be understood that this guarantee shall not include any cause or causes other than defective Work or materials, which may be beyond the control of the Contractor.
9. COMPONENTS OF THE DOCUMENT. The Contract Documents shall include but not be limited to, these Contract Documents and Technical Specifications as well as any Addenda which may be issued prior to receipt of Bids.
10. EXECUTION OF WORK. The intent of these Contract Documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work in accordance with the accompanying specifications and drawings and the terms and conditions of payment therefore without benefit of a fuel adjustment. Further, the Bidder hereby agrees that his/her unit price for asphalt is subject to an Asphalt Cement Adjustment, as defined herein.
- The Bidder hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed and to achieve both Substantial and Final Completion within those time frames specified in these Contract Documents.
11. CONTRACT DOCUMENT PACKAGE. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
12. CONTRACT PAYMENTS. The Town shall make payment on account of the Agreement as follows:

- The Contractor shall invoice the Town of Wilton on or about the fifteenth of each month for Work completed. After receipt of the Contractor's invoice by the Town, the Interim Director of Public Works shall inspect the premises and if it is determined the Work has been completed in accordance with the Contract Documents, the Town will make payment to the Contractor on or within fifteen (15) days of invoice approval.
- Before final payment (or at any time as requested by Town of Wilton) is made to the Contractor, it shall submit evidence satisfactory to the Town of Wilton that all payrolls, material bills, subcontractors, mechanics or other material men lien holders and other indebtedness connected with the Work have been paid. Failure to do so, may result in delay of final payment.

13. CHANGES TO BID DOCUMENTS. After execution of the Contract, there shall be no changes in the Contract Documents except by written amendment executed in the same manner as the Contract or by Change Order as described below:

13.1.1. CHANGE ORDERS:

- A. The Town of Wilton, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, with 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 authorized representatives of the Town and the Contractor, after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or Contract Time.
- C. The terms of any Change Order shall be mutually agreed to by the Town and the Contractor.

14. EQUIPMENT ASSIGNED BY CONTRACTOR. All necessary equipment shall be on site prior to starting each phase addressed under the provisions of this contract. This includes but not limited to an adequate supply of hauling truck accommodating a continuous flow of asphalt to paver.

15. DETERMINATION AND EXTENSION OF CONTRACT TIME. It is an essential part of the Contract that the Contractor satisfactorily complete all Work required under the Agreement within the period of time stated in the Agreement. 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 Interim Public Works Director for an extension of time setting forth the reasons why it believes an adjustment in contract time is warranted. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Interim Director of Public Works, 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 the delivery of critical materials, and Work requiring specialists for whose starting time a reasonable latitude must be allowed, the Director may extend the time for completion in such amount 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 an 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 material is available elsewhere will not be considered as justification for an extension of time.

16. ASSIGNMENT. The Contractor shall not assign, sublet, or transfer its interests in this Agreement without written consent of the Town of Wilton.

17. IRREGULAR PROPOSALS. Proposal will be considered irregular and may be rejected as non-responsive for any of the following reasons:

- 17.1.1. The Bid is presented on a Bid Schedule (or format if computer generated) other than that provided or approved by the Town of Wilton, or if the Bid Schedule is altered, or any part thereof is detached or incomplete;
- 17.1.2. There are unauthorized additions, conditional or alternate bids, or irregularities of any kind that tend to make the Bid incomplete;
- 17.1.3. The Bidder adds a provision reserving the right to accept or reject an award;
- 17.1.4. The Bid does not submit a unit price for each pay item listed;
- 17.1.5. Any of the Unit Bid Prices are significantly unbalanced to the potential detriment of the Town of Wilton;
- 17.1.6. The Bid is not properly executed; and/or
- 17.1.7. The bid is not typed or completed in ink.

18. REVIEW OF BIDS AND AWARD OF CONTRACT. In determining the successful bidder, in addition to price, the Town of Wilton shall consider the following:

- 18.1. The ability and skill of the Bidder to perform Work required under the Contract;
- 18.2. Whether the Bidder can perform the Work promptly without delay or interference;
- 18.3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder; and
- 18.4. The quality of performance of previous contracts for services.

SUMMARY OF WORK

This Work consists of and generally involves;

- Reclaiming shall be full depth reclamation.
- fine grading to a specified slope prior to paving, the slope tolerance shall be around 0.2+- percent.
- compacting,
- paving two (2") compacted inches of three-quarter (¾") base asphalt and
- one and one half (1 ½ ") compacted inch of ½" top coat on
 - Captain Clark Road, (1,650'x21'),
 - Highfields Rd (1,370'x25'),
 - Orchard View Drive (558'x24'),
 - Samantha Way 528'x24')
 - Ledgewood Road 2,285'x21') and
 - Macintosh Drive (850'x24').
- Compaction of reclaimed base course materials shall be done with adequate water and uniformly applied.
- When vibratory equipment is used, the compaction process shall be adjusted to avoid causing damage or complaints to adjacent buildings or property.
- All over burden during Fine Grading shall be removed with assistance by the Wilton DPW.

BID SCHEDULE

Proposal of _____ (herein after called "BIDDER"), organized and existing under the laws of the state of New Hampshire doing business as

* Inset "a corporation," "a partnership," or "and individual" as applicable

To the Town of Wilton (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Work for Captain Clark Rd, Highfield Rd, Orchard View Dr, Samantha Way, Ledgewood Rd, & Macintosh Dr #01-24 in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the BIDDER certifies, and in the case of a joint bid, each party thereto certifies as to his/her own organization, that this Bid has been arrived at independently, without consultation, communications or agreement as to any matter relating to this Bid with any other BIDDER or with any competitor.

The BIDDER declares that no person in the employ of the OWNER is particularly interested in this proposal or in the Contract for the Work which he/she proposes to do, that he/she has carefully examined the Contract Documents and Technical Specifications and has informed him/herself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the work. He/she understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or locations of underground structures relating to the Work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The BIDDER proposes to furnish all the labor, equipment and materials required for carrying out the Work in accordance with the accompanying Contract Documents and Technical Specifications issued by the Town of Wilton – Department of Public Works for the sum specified herein, subject to additions and deductions according to said Contract Documents and Technical Specifications, and in all respects according to the terms thereof. Additionally, the BIDDER agrees to furnish all the labor, equipment and materials required for carrying out the work specified herein without the benefit of a Fuel Adjustment, but with benefit of an Asphalt Cement Adjustment to the extent provided for under the Contract Documents.

BIDDER hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed. BIDDER agrees both Substantial and Final Completion of the Work shall be achieved on or before those dates specified in the Contract Documents.

The BIDDER proposes and agrees that within ten (10) days from such date as Notice of the Award shall be given to him/her or mailed to him/her at the address hereinafter given, that he/she will sign three (3) copies of the Agreement, and will execute and deliver to the OWNER the Agreement and bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in New Hampshire.

Captain Clark Road, Highfields Road, Orchard View Road
Samantha Way, Ledgewood Road, & Macintosh Drive.

The BIDDER acknowledges receipt of the following addenda:

No. _____ , dated _____ , 20____

No. _____ , dated _____ , 20____

No. _____ , dated _____ , 20____

No. _____ , dated _____ , 20____

No. _____ , dated _____ , 20____

No. _____ , dated _____ , 20____

No. _____ , dated _____ , 20____

No. _____ , dated _____ , 20____

Captain Clark Road, Highfields Road, Orchard View Road
Samantha Way, Ledgewood Road, & Macintosh Drive.

Captain Clark Road 1,650' x 21' (Potter Rd to Gravel)

Item	Estimated	Item Description and	Unit	Total
<u>No.</u>	<u>Quantities</u>	<u>Unit Price in Words.</u>	<u>Price</u>	<u>Price</u>
214	1 LS	Fine Grading _____ _____		
		Lump Sum	\$ _____	\$ _____
306.18	4,400 SY	Reclaimed Stabilized Base Processed in Place _____ _____		
		_____ per Square Yard	\$ _____	\$ _____
403.11	433 TN	Hot Bituminous Pavement, Machine Method (2." of ¾" compacted binder course) _____ _____		
		_____ per Ton	\$ _____	\$ _____
403.11	325 TN	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" compacted wearing course) _____ _____		
		_____ per Ton	\$ _____	\$ _____

TOTAL BASE BID PART A-1

(in numerals) \$ _____

(in words) _____

Captain Clark Road, Highfields Road, Orchard View Road
Samantha Way, Ledgewood Road, & Macintosh Drive.

Highfields Road 1,370' x 25' (start at Abbott Hill Rd.)

Item	Estimated	Item Description and	Unit	Total
<u>No.</u>	<u>Quantities</u>	<u>Unit Price in Words.</u>	<u>Price</u>	<u>Price</u>
214	1 LS	Fine Grading _____ _____		
		Lump Sum	\$_____	\$_____
306.18	3,806 SY	Reclaimed Stabilized Base Processed in Place _____ _____		
		per Square Yard	\$_____	\$_____
403.11	428 TN	Hot Bituminous Pavement, Machine Method (2" of ¾" compacted binder course) _____ _____		
		per Ton	\$_____	\$_____
403.11	321 TN	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" compacted wearing course) _____ _____		
		per Ton	\$_____	\$_____

TOTAL BASE BID PART A-2

(in numerals) \$ _____

(in words) _____

Captain Clark Road, Highfields Road, Orchard View Road
Samantha Way, Ledgewood Road, & Macintosh Drive.

Orchard View Drive 558' x 24' (start at Abbott Hill Rd)

Item	Estimated	Item Description and	Unit	Total
<u>No.</u>	<u>Quantities</u>	<u>Unit Price in Words.</u>	<u>Price</u>	<u>Price</u>
214	1 LS	Fine Grading _____ _____		
		Lump Sum	\$_____	\$_____
306.18	1,550 SY	Reclaimed Stabilized Base Processed in Place _____ _____		
		per Square Yard	\$_____	\$_____
403.11	168 TN	Hot Bituminous Pavement, Machine Method (2" of ¾" compacted binder course) _____ _____		
		per Ton	\$_____	\$_____
403.11	119 TN	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" compacted wearing course) _____ _____		
		per Ton	\$_____	\$_____

TOTAL BASE BID PART A-3

(in numerals) \$ _____

(in words) _____

Captain Clark Road, Highfields Road, Orchard View Road
Samantha Way, Ledgewood Road, & Macintosh Drive.

Samantha Way, 528'x 24' (start at Abbott Hill Rd)

Item	Estimated	Item Description and	Unit	Total
<u>No.</u>	<u>Quantities</u>	<u>Unit Price in Words.</u>	<u>Price</u>	<u>Price</u>
214	1 LS	Fine Grading _____ _____		
		Lump Sum	\$ _____	\$ _____
306.18	1,467 SY	Reclaimed Stabilized Base Processed in Place _____ _____		
		_____ per Square Yard	\$ _____	\$ _____
403.11	165 TN	Hot Bituminous Pavement, Machine Method (2" of ¾" compacted binder course) _____ _____		
		_____ per Ton	\$ _____	\$ _____
403.11	119 TN	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" compacted wearing course) _____ _____		
		_____ per Ton	\$ _____	\$ _____

TOTAL BASE BID PART A-4

(in numerals) \$ _____

(in words) _____

Captain Clark Road, Highfields Road, Orchard View Road
Samantha Way, Ledgewood Road, & Macintosh Drive.

Ledgewood Road, 2,285 x 21' (start at Captain Clark Rd.)

Item	Estimated	Item Description and	Unit	Total
<u>No.</u>	<u>Quantities</u>	<u>Unit Price in Words.</u>	<u>Price</u>	<u>Price</u>
214	1 LS	Fine Grading _____ _____		
		_____ Lump Sum	\$ _____	\$ _____
306.18	5,840 SY	Reclaimed Stabilized Base Processed in Place _____ _____		
		_____ per Square Yard	\$ _____	\$ _____
403.11	657 TN	Hot Bituminous Pavement, Machine Method (2" of ¾" compacted binder course) _____ _____		
		_____ per Ton	\$ _____	\$ _____
403.11	493 TN	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" compacted wearing course) _____ _____		
		_____ per Ton	\$ _____	\$ _____

TOTAL BASE BID PART A-5

(in numerals) \$ _____

(in words) _____

Captain Clark Road, Highfields Road, Orchard View Road
Samantha Way, Ledgewood Road, & Macintosh Drive.

Macintosh Drive 850' x 24' (Start at Badger Farm Rd)

Item	Estimated	Item Description and	Unit	Total
<u>No.</u>	<u>Quantities</u>	<u>Unit Price in Words.</u>	<u>Price</u>	<u>Price</u>
214	1 LS	Fine Grading _____ _____		
		Lump Sum	\$_____	\$_____
306.18	2,172 SY	Reclaimed Stabilized Base Processed in Place _____ _____		
		per Square Yard	\$_____	\$_____
403.11	245 TN	Hot Bituminous Pavement, Machine Method (2 of ¾" compacted binder course) _____ _____		
		per Ton	\$_____	\$_____
403.11	183 TN	Hot Bituminous Pavement, Machine Method (1.5" @ 1/2" compacted wearing course) _____ _____		
		per Ton	\$_____	\$_____

TOTAL BASE BID PART A-6

(in numerals) \$ _____

(in words) _____

SUMMARY OF BID:

PART A-1 \$ _____

PART A-2 \$ _____

PART A-3 \$ _____

PART A-4 \$ _____

PART A-5 \$ _____

PART A-6 \$ _____

TOTAL BASE BID PRICE- ALL PARTS \$ _____

The award of this project will be selected on the basis of most reasonable and responsible BIDDER, based on the LOWEST REASONABLE TOTAL BASE BID PRICE for all Parts.

BID CONDITIONS

The BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informalities in the Bidding.

The BIDDER agrees that the Bid shall be valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal contract Agreement and deliver the Agreement and those Performance and Payment Bonds required under the Contract Documents to the OWNER within ten (10) days.

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Agreement and furnish satisfactory Performance and Payment Bonds within ten (10) days from the date of Notice of Award, the OWNER may determine that the undersigned BIDDER to have abandoned both the Agreement and its Bid Security.

Captain Clark Road, Highfields Road, Orchard View Road
Samantha Way, Ledgewood Road, & Macintosh Drive.

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

EXECUTION

Seal (if corporation)

(Signature of BIDDER)

(Title of BIDDER)

(Business address of BIDDER)

(Town, State and Zip Code)

Dated the ____ day of _____, 2024

Captain Clark Road, Highfields Road, Orchard View Road
Samantha Way, Ledgewood Road, & Macintosh Drive.

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NOTICE of AWARD

Dated _____, 2024

TO: _____
(BIDDER)

ADDRESS _____

PROJECT: Reclaim, Fine Grade, Compact, and Pave; Captain Clark Rd, Highfields Rd,
Orchard View Drive, Samantha Way, Ledgewood Road, and Macintosh Drive.

CONTRACT: _____ # 01-24

You are hereby notified that your Bid dated _____ for the above Project has
been considered. You are the apparent successful Bidder and have been awarded a contract for:

**Captain Clark Rd, Highfields Rd, Orchard View Drive, Samantha Way,
Ledgewood Rd and Macintosh Drive #01-24**

The Contract Price shall be _____
_____ Dollars (\$_____)

One copy of each of the proposed Contract Documents accompanies this Notice of Award. The
same number of sets of Contract Documents will be delivered separately or otherwise made
available to you immediately.

You must comply with the following conditions precedent within ten days of issuance of this
Notice of Award.

1. You must deliver to the Town of Wilton all of the fully executed counterparts of the
Agreement including all Contract Documents.
2. Delivery of Certificates of Insurance required under the Contract Documents.
3. (List other conditions precedent, if any)

Failure to comply with these conditions within the time specified will entitle the Town of Wilton to consider your bid abandoned, to annul this Notice of Award.

Within ten days after receipt of acceptable Agreement signed by the party to whom the Agreement was awarded, the Town of Wilton will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Town of Wilton

(OWNER)

By _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

The _____ day of _____, 2024

By _____

Title _____

AGREEMENT

This Agreement is entered into this _____ day of _____, 2024

between the Town of Wilton hereinafter called "OWNER" and

_____, doing business as an Individual,

Partnership or 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 reconstruction of:

Captain Clark Rd, Highfield Rd, Orchard View Dr, Samantha Way, Ledgewood Rd & Macintosh Dr

-
2. The Contractor shall supply labor, materials, tools, and equipment along with other necessary services for the construction and completion of the project described herein.
 3. The Contractor will commence Work required under the Contract Documents within not more than twenty (20) calendar days from the date of the Notice to Proceed.
 4. Final Completion of all Contract Work shall be achieved not later than September 30, 2024
 5. The Contractor agrees to perform all Work described in the Contract Documents and comply with the terms herein for the sum of \$ _____ as described more specifically on the Bid Schedule.
 6. The term "Contract Documents" means and includes the following

Advertisement for Bids,
Instructions to Bidders,
Summary of Work,
Bid Schedule,
Notice of Award,
Agreement,
Payment Bond,
Performance Bond,
Notice to Proceed,
Change Order,
Definitions,
General Conditions,
Technical & Standard Specifications,
Asphalt Cement Adjustment,
Wilton Work Zone Map,

Addendum:

No. _____ dated _____ 2024

No. _____ dated _____ 2024

No. _____ dated _____ 2024

No. _____ dated _____ 2024

7. The Owner will pay the Contractor in the manner and at such times as set forth in the Contract Documents such amounts as may be required by the Contract Documents.
8. 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.

OWNER: Town of Wilton

By: _____

Name: _____
(Please type)

(SEAL)

ATTEST: _____

Name: _____

Title: _____

CONTRACTOR: _____

By: _____

Name: _____

Address: _____

(SEAL)

ATTEST: _____

Name: _____

Title: _____

Captain Clark Road, Highfields Road, Orchard View Road
Samantha Way, Ledgewood Road, & Macintosh Drive.

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Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

**Town of Wilton
40 Main Street, P.O. Box 83
Wilton, NH 03086**

Hereinafter called the Owner and unto all persons, firms, and corporations, who or which may furnish labor or materials to perform Work as described under the contract and to their successors, heirs and assigns, in the total aggregate penal sum of _____ dollars (\$ _____), in lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the **OWNER**, dated the _____ day of _____ 2024, a copy of which is hereto attached and made a part hereof for:

**Captain Clark Rd, Highfields Rd, Orchard View Rd, Samantha Way, Ledgewood Rd, and
Macintosh Dr. - 2024**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such Agreement, and any authorized extension or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the execution of such **WORK**, and

for all labor cost incurred in such Work including subcontractors, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed there under 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, alterations or additions to the term of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contact with the Principal shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, or the Contract Documents shall include any alteration, addition, extension or modifications of any character whatsoever.

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

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this _____ day of _____ 2024.

ATTEST:

(Principal)

By: _____
(Principal) Secretary

(SEAL)

BY: _____

(Address)

By: _____
Witness as to Principal

(Address)

(Surety)

ATTEST:

BY: _____
Attorney-in-Fact

By _____
Witness to Surety

(Address)

(Address)

NOTE: Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is partnership, all partners should execute BOND.

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

Captain Clark Road, Highfields Road, Orchard View Road
Samantha Way, Ledgewood Road, & Macintosh Drive.

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

**Town of Wilton
40 Main Street, P.O. Box 83
Wilton, NH 03086**

Hereinafter called **OWNER**, in the total aggregate penal sum of _____
Dollars, \$ (_____)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the **OWNER**, dated the _____ day of _____ 2024, a copy of which is hereto attached and made a part hereof for:

**Captain Clark Rd, Highfields Rd, Orchard View Rd, Samantha Way, Ledgewood Rd, and
Macintosh Dr. - 2024**

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

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

PROVIDED, FURTHER, that it is expressly agreed that this **BOND** shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the **PRINCIPAL** and the **SURETY** to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this **BOND** and whether referring to this **BOND DOCUMENT**, or the **CONTRACT** shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, this instrument is executed in three counterparts, each one of which shall be deemed an original, this _____ day of _____ 2024.

ATTEST:

(Principal)

By: _____
(Principal) Secretary

(SEAL)

BY: _____

(Address)

By: _____
Witness as to Principal

(Address)

(Surety)

ATTEST:

BY: _____
Attorney-in-Fact

By _____
Witness to Surety

(Address)

(Address)

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

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

Captain Clark Road, Highfields Road, Orchard View Road
Samantha Way, Ledgewood Road, & Macintosh Drive.

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NOTICE TO PROCEED

Dated _____, 2024

TO: _____
(Insert Name of Contractor as it appears in the Bid Document)

ADDRESS: _____

PROJECT: Captain Clark Rd, Highfield Rd, Orchard View Dr, Samantha Way, Ledgewood Rd & Macintosh Dr

CONTRACT: _____ #01-24

You are notified that the Contract Time under the above contract will commence to run on _____, 2024. By that date, you are to start performing your obligations under the Contract Documents and conclude such obligations on or before each date specified under Paragraph 3 of the Agreement.

Before you may start any Work at the site, under Paragraph 6 **“INSTRUCTIONS TO BIDDERS”** Certificates of insurance shall have been delivered to the Town, and maintained through the duration of the Work in accordance with the Contract Documents.

(owner)

By _____
(Authorized Representative)

(Title)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

(Contractor)

This _____, 2024

Employee Identification

Number: _____

By _____

(Title)

Captain Clark Road, Highfields Road, Orchard View Road
Samantha Way, Ledgewood Road, & Macintosh Drive

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Town of Wilton, NH

CHANGE ORDER No. _____

Project: **Captain Clark Rd, Highfields Rd, Orchard View Dr, Samantha Way, Ledgewood Rd,
and Macintosh Dr.- 2024**

Date of Issuance: _____

Owner's Project Number 01-24

Contractor: _____

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

Description: _____

Specification and/or drawing affected: _____

Justification: _____

Attachments (documents supporting change): _____

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ _____	Original Contract Time _____ (days or date)
Previous Change Orders \$ _____	Net Change from previous Change Orders _____ (days)
Contract Price prior to this Change Order \$ _____	Contract Time prior to this Change Order _____ (days or date)
Net Increase (Decrease) of this Change Order \$ _____	Net Increase (Decrease) of this Change Order _____ (days)
Contract Price with all approved Change Orders \$ _____	Contract Time with all Change Orders _____ (days or date)

This document will become a supplement to the Agreement and all provisions will apply hereto. The attached Contractor's Revised Project Schedule reflects increases or decreases in Contract Time as authorized by this Change Order.

Stipulated price and time adjustment includes all costs and time associated with the above-described change. Contractor waives all rights for additional time extension for said change. Contractor and Owner agree that the price(s) and time adjustments(s) stated above are equitable and acceptable to both parties.

RECOMMENDED:

APPROVED:

APPROVED:

APPROVED:

By: _____

By: _____

By: _____

By: _____

Date

Date

Date

Date

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Definitions

1. Definitions.

- **Addendum** – means, any written or graphic clarification of the Contract Documents, which may modify the Contract Documents either by adding, removing or amending information held within. Written or graphic clarification will be issued no less than two days before bid opening.
- **Agreement** – means the instrument which is evidence of the contract between the Town of Wilton and Contractor performing the Work.
- **Application for Payment** – a form approved by the Director of Public Works and used by the Contractor during the course of work, requesting progress or final payment and accompanied by any supporting documentation which may be required under the Contract Documents.
- **Authority having Jurisdiction** – means the Wilton Director of Public Works or his designee.
- **Bid** – means, the offer or proposal from the Bidder submitted on forms provided in the Contract Documents declaring the prices for Work to be performed.
- **Bidder** – means, any person, partnership, company, corporation, or any combination thereof submitting a Bid to contract with the Town of Wilton for the prescribed work.
- **Bonds** – if required by this document, means bid, performance, and/or payment bond and/or other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- **Change Order** – means, a written agreement between the Contractor and the Town of Wilton for any addition, deletion or revision to the terms and conditions of the original Agreement.
- **Contract Price** – means, the Unit Price of a specifically described item of Work identified on the Bid Schedule.
- **Contract Time** – the time allowed for completion of the contract including authorized time extensions, if any.
- **Contractor** – means, the person, partnership, company, corporation, or any combination thereof or joint venture contracting with the Town of Wilton for performance of prescribed Work.
- **Delay** – means, an event, action, force, or factor that impacts the timing for performance under the contract, which may be more specifically categorized as follows:

- Reimbursement Delay – means, an excusable delay for which the contractor may be entitled to additional monetary compensation.
 - Excusable Delay – means, when beyond the contractors’ control, a delay that is not caused by the contractors’ fault or negligence for which a contract extension may be granted.
 - Non-Reimbursement Delay – means, an excusable delay to which the contractor may be entitled to an extension of time without the benefit of additional compensation.
 - Non-excusable delay – means, a delay that was foreseeable, and within the control of the contractor for which there is no monetary compensation or extension of contract time.
-
- **Department** – means, the Town of Wilton Highway Department.
 - **Differing Site Conditions** – means, identified site conditions, encountered during progression of the Work, which differ from what those conditions contemplated in the original Contract Documents.
 - **Equipment** – means, all machinery and equipment together with the necessary supplies for upkeep and maintenance necessary for proper construction and acceptable completion of contract.
 - **Extra Work** – means, work not identified in the Agreement, which may be requested by the owner and so authorized by Change Order.
 - **Liens** – Means charges, security interests, or encumbrances upon project funds, real property, or personal property.
 - **Limits of Construction** – means, the lines of identified or established right-of-way boundaries and the horizontal limits of the same within which construction is authorized.
 - **Materials** – means, any substance specified for use in the construction of the project and its accessories.
 - **Notice of Award** – means, formal notification after the Bid is recommended to and is accepted by the Town of Wilton Board of Selectmen.
 - **Notice to Proceed** – means, the written document issued by or on behalf of the Wilton Board of Selectmen to the successful Bidder upon execution of Agreement.
 - **Owner** – means, The Town of Wilton New Hampshire.
 - **Progress Schedule** – means, a time-line, prepared and maintained by the Contractor, describing the sequence and duration of individual tasks or activities comprising the Contractor’s plan to accomplish the Work within the Contract time.

- **Project** – means, the full scope of work to be performed under the Contract Documents.
- **Resident Project Representative** – means, the Director of Public Works or any designee assigned to monitor the progression of project Work.
- **Special Provisions** – means, additions and revisions to the Standard and Supplemental Specifications applicable to an individual project.
- **Specifications** – means, a part of the contract documents consisting of written description of a technical nature of materials, equipment, construction systems, standard specifications and workmanship for the performance of prescribed work.
- **Standard Specifications** – means, a publication entitled Standard Specifications for Road and Bridge Construction, as published and amended by the State of New Hampshire Department of Transportation.
- **Subcontractor** – means, an individual, partnership, firm, or combination thereof or joint venture, to which the Contractor sublets any part of the Contract.
- **Substantial Completion** – means, a time when a project has reached the point where in the opinion of the Director of Public Works (or his designee) the Work described within the Contract Document has been sufficiently completed so that the road can be utilized for the purpose for which it was intended. This may apply to the project as a whole or segments as described.
- **Superintendent** – means, the Contractor or his authorized representative in responsible charge of the Work.
- **Surety** – guarantee in finance, by one party to assume responsibility for the debt obligation of a borrower if they default.
- **Traffic Control Devices** – means, only signage meeting definitions contained in the Manual on Uniform Traffic Control Devices supplied by Owner, shall be used to regulate, warn, or guide traffic.
- **Work** – means, all labor, materials and equipment necessary to arrive at the outcome required under the Contract Documents.
- **Work Day** – means, any calendar day, except Sundays and Federal Holidays.
- **Written Notice** – means, any notice to any party of the Agreement relative to any party of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

General Conditions

1. Information found within these Contract Documents shall be the basis for formulating a binding contractual agreement between the Town of Wilton and the successful Bidder.
2. Contractor shall not take advantage of any apparent errors or omissions in the Contract Documents. If an apparent error or omission is discovered, the Director of Public Works or his designee shall be promptly notified so corrections and interpretations necessary to fulfill the intent of the Contract Documents can be made.
3. Description of Contemplated Work – The Contract Documents define the location and extent of Work contemplated and provides corresponding quantity estimates for each item of Work to be performed and materials to be furnished.
4. Quantities appearing on Bid Schedule are estimates only. Payment will be made for actual quantities of accepted Work measured in place.
5. Preparation of Proposal – Bidders are expected to submit unit prices in dollar and cents.
6. Choices - If and when an item of Work identified on the Bid Schedule specifies a choice is to be made by the Bidder, the Bidder shall indicate his/her choice in accordance with the specifications for that item.
7. Stormwater Pollution Prevention – If/when the contractor perceives Stormwater measures require addressing, it is the contractor's responsibility to bring said concerns to the attention of the Public Works Director.
8. Communications - Unless otherwise stated, the Director of Public Works shall issue and receive all communications to and from the Contractor on behalf of the Owner.
9. Site Inspections - The Director of Public Works and/or his designee, will make daily visits to the Work area during various stages of construction utilizing his/her experience to observe progress and insure conformance with applicable provisions of the Contract Documents and Technical Specifications.
 - The Town will promptly notify the Contractor if defective Work is found, which may be rejected, requiring correction at the Contractors expense.
 - The Contractor is responsible for notifying the Director of Public Works or his designee prior to the start of each construction phase or portion thereof. If any Work that is required to be inspected, tested, or approved by the Owner is covered without approval to do so by the Director or his designee, the Contractor shall uncover the Work at his/her expense if so ordered.
10. Substantial Completion - Upon the Public Works Director's receipt of notification from the Contractor that all or a specified portion of the Work is substantially complete, a walk-through inspection of the Work will be promptly scheduled by the Owner. Walk-through

participants will include the Contractor, and the Director of Public Works. If after inspection, the Director of Public Works does not find the Work Substantially Complete, the Contractor shall be notified in writing of the deficiencies. If after inspection, the Director of Public Works finds the Work Substantially Complete, a Certificate of Substantial Completion will be issued which may identify a tentative list of items requiring completion or correction prior to Final Completion.

11. Contract Payments - The Contractor shall submit an Application for Payment to the Town of Wilton on or about the fifteenth of each month. Each such Application for Payment shall be submitted to the Public Works Department on a form acceptable to the Director of Public Works together with any supporting documentation requested by the Director. Each Application for Payment shall identify the quantity of Work for which the Contractor seeks payment, with accepted quantities multiplied by the Contract Unit Price for each item of Work to determine application sum. Upon receipt of each Application for Payment, the Director of Public Works shall inspect the Work and if it is determined all Work for which payment has been requested has in fact been completed in accordance with the Contract Documents, the Town will make payment to the Contractor on or within fifteen (15) days of application approval. Upon receipt of payment, the Contractor shall promptly pay each Subcontractor and all Suppliers for Work completed or products furnished at time of payment application.

12. Final Payment - At the completion of all corrective measures listed on the punch list, the Director of Public Works will:

- Inspect the completed project;
- Review all load and slip receipts, reconcile estimated contract amounts, change orders, and actual material amounts;
- Review all labor, material, and equipment bills for which a lien against the Town of Wilton could be filed;
- Resolve any outstanding property damage such as stonewalls; and
- If any Subcontractor or Supplier (if used) fails to furnish such a release or receipt in full, the Contractor may furnish a bond or other collateral satisfactory to the Town of Wilton to indemnify the Town against any Lien.

If after review, the Director is unable to reconcile the records, written notice will be sent to the Contractor explaining the refusal to make final payment. It shall be the responsibility of the Contractor to make the necessary corrections and resubmit application for final payment.

13. Traffic Control - Nothing contained herein shall be construed as relieving the Contractor of any of his/her responsibilities for the protection of persons and property under the terms of the Contract.

- All warning signage shall be supplied by the Wilton Highway Department.
- Traffic control devices shall be properly placed and in operation before starting construction.

- Provisions shall be made for pedestrian access through the work zone.
- During non-work hours, the construction zone shall be returned to a traveled way whenever possible and properly delineated using best management practices.
- All flagging operations shall be the responsibility of and performed by town employees.
- Driveway access will be provided within the work zone whenever street occupancy or construction activities persist for more than one working day.
- For the protection of traffic, all equipment and vehicles shall be equipped with and using amber flashing or amber rotating lights visible 360 degrees if in any part of the travel lane. All vehicles and construction equipment shall have functioning audible backup alarms.
- Before any suspension of work including end of day work, the Contractor shall make passable and shall open to traffic such portions of the project and temporary roadways or portions thereof for the safe passage of emergency equipment to all properties.
- For the purposes of definition, the limits of a construction zone shall be the beginning and end of the designated project. Safety equipment shall be worn within the work/construction zone.

14. Federal, State, and Local Laws - The Contractor shall comply with all Federal, State, and Local laws and regulations controlling pollution of the environment. Pollution of streams, lakes, and ponds, with fuels, oils, bitumens, chemicals, suspended silt, or other harmful materials and pollution of the atmosphere from particulate and gaseous matter shall be avoided.

15. Emergencies - When an emergency arises that effects the safety and wellbeing of employees, residents of the road and/or their property, or the motoring public, the contractor is obligated to prevent threatened damage or such loss and where necessary contact EMERGENCY SERVICES by means of cell phone (or asking a resident for assistance) 911.

The Contractor shall in a timely manner submit application in writing, to the Director of Public Works if the Contractor believes any significant change in the work is caused by the emergency, that the emergency was beyond the Contractor's control, and the contract document requires modification by means of Change Directive or Change Order.

16. Disputes - The Town of Wilton expects to maintain an enjoyable and rewarding relationship with its construction Contractor; however, should a dispute or disagreement occur, the Town expects no work to be delayed pending the resolution of said dispute.

DIVISION 2

TECHNICAL SPECIFICATIONS

Section

02000	Standard Specifications	REFER TO “STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION”; AS PUBLISHED BY THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION; 2010 EDITION.
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SECTION 02000

STANDARD SPECIFICATIONS

PART 1 GENERAL

1.01 INCLUSION AND APPLICABILITY

- A. The “Standard Specifications for Roadway and Bridge Construction” as published by the New Hampshire Department of Transportation, 2016 edition referred to as the “Standard Specifications”, are hereby included in these Contract Documents by reference and shall apply to all Work unless amended or deleted by Special Provision and/or Supplemental Specifications.
- B. The CONTRACTOR shall obtain at least two copies of the “Standard Specifications” and shall keep one copy in the field office and one copy at the CONTRACTOR’S home office.
- C. All provisions of the “Standard Specifications” shall apply to all Work of the Contract, except as follows:
 - 1. Part I shall not apply.
- D. In the event of conflict between provisions of the “Standard Specifications” and related provisions of these Contract Documents and Technical Specifications, the more restrictive or higher quality provision shall apply; and the Director of Public Works interpretation shall be final.

END OF SECTION

Page 112/08/08, 4/15/09, 01/01/12, 04/16/12, 03/24/15, 01/15/16, 02/21/16, 07/28/16, 04/21/17
08/22/17, 12/24/18, 12/23/19, 04/08/20, 12/14/20, 12/28/21, 12/02/22

SPECIAL ATTENTION ASPHALT CEMENT ADJUSTMENT

All bid items involving asphalt concrete mixtures (except items 403.4 & 403.6) listed in Sections: 403, Hot Bituminous Pavement and 411, Plant Mix Surface Treatment; 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 Bureau of Materials and Research differs from the base price contained in the proposal.

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

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

\$ 662.50 per ton on English Projects.

* Source: The base price is developed from data published in the *Asphalt Weekly Monitor*, a publication from Poten and Partners, Inc. (Applies to contracts advertised after February 1, 2024)

The **monthly price** of asphalt cement will be furnished by the Bureau of Materials and Research on the first business day following the 14th calendar day of each month.

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

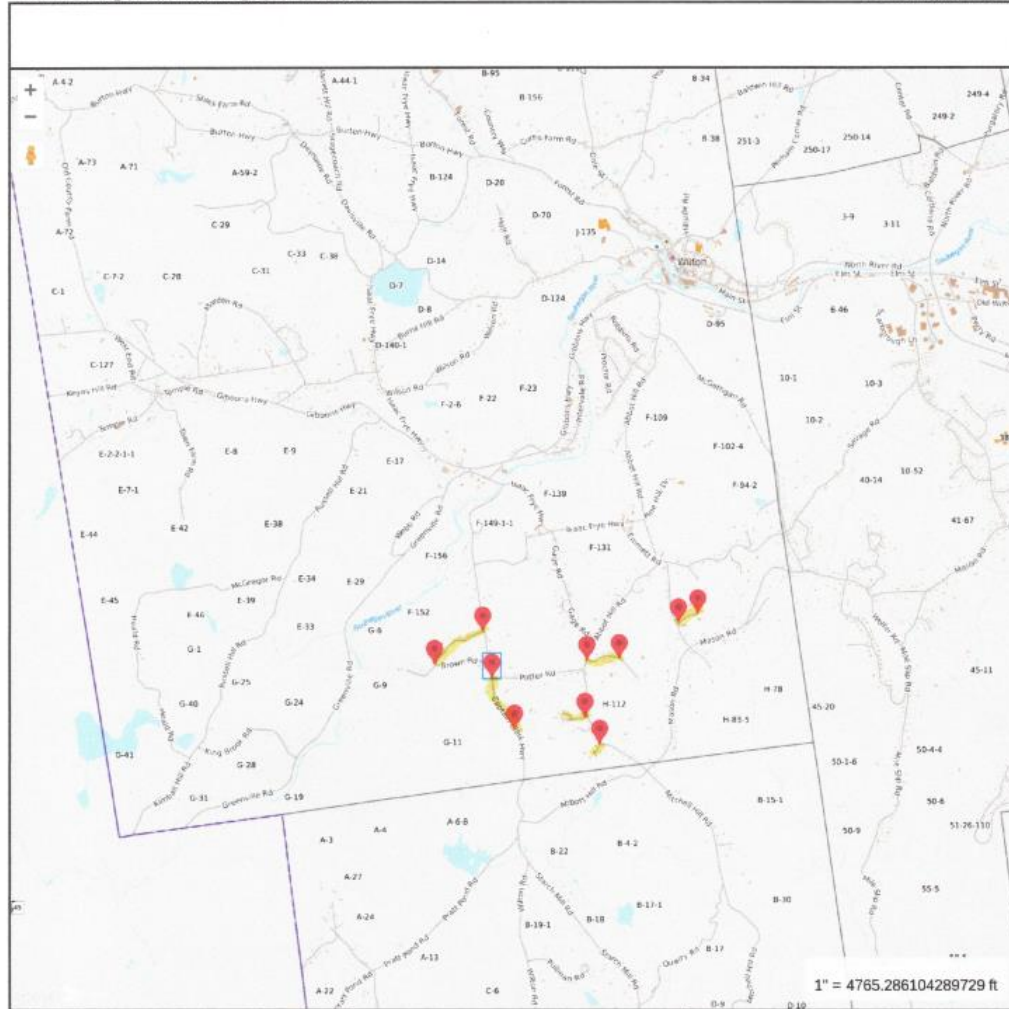
A contract adjustment will be made under Item 1010.2 based on; [monthly price minus the base price] X [Approved Mix Design percent of virgin asphalt cement] X [tons of pavement used].

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

Item 1010.2	Asphalt Cement Adjustment ¹	Dollar
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¹ Not a bid item

END OF SECTION



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Geometry updated 11/21/2023
Data updated 12/12/2023

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