

**Joint Construction Contract Documents  
for  
Water and Wastewater Projects  
in  
New Hampshire**

**These documents apply to construction contracts funded by:**

*NH Department of Environmental Services Clean Water State Revolving  
Loan Fund (CWSRF)*

*NH Department of Environmental Services Drinking Water State Revolving  
Loan Fund (DWSRF)*

*NH Department of Environmental Services State Aid Grant (SAG) Program*

*USDA Rural Development*

*NH Community Development Finance Authority, Community Development  
Block Grant (CDBG)*

**January 2017**

## TABLE OF CONTENTS†

<b>A. BIDDING REQUIREMENTS</b>	<b>Page No.</b>	<b>through</b>	<b>Page No.</b>
Advertisement for Bids†	A-1.1		A-1.2
Information for Bidders (any SRF)	A-2.1		A-2.6
Information for Bidders (RD only)	A-2.1		A-2.3
Information for Bidders (SAG only)	A-2.1		A-2.4
Bid*†	A-3.1		A-3._
Bid Bond*	A-4.1		A-4.2
 <b>B. CONTRACT</b>			
Notice of Award	B-1.1		B-1.2
Agreement	B-2.1		B-2.3
Payment Bond	B-3.1		B-3.3
Performance Bond	B-4.1		B-4.2
Notice to Proceed	B-5.1		B-5.1
Change Order†	B-6.1		B-6.1
Certificate of Substantial Completion	B-7.1		B-7.2
Certificate of Final Completion	B-8.1		B-8.1
Contractor's Affidavit	B-9.1		B-9.1
Contractor's Release	B-10.1		B-10.1
 <b>C. GENERAL CONDITIONS</b>			
General Conditions (State of NH)	C-1.1		C-1.34
Rural Development Supplemental General			
Conditions	C-2.1		C-2.24
Community Development Block Grant			
Supplemental General Conditions	C-3.1		C-3.15
 <b>D. FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS (SRF)</b>			
Table of Contents			D-1.1
Pertinent Federal Acts			D-2.1
Forms			D-2.1
Links for more Information			D-2.1
Contractor's Overall Payroll and AIS Certification			D-2.2
Notice of Nondiscrimination in Employment *			D-3.1
Federal Equal Employment Opportunity (Exec. Order 11246)			D-4.1
			D-4.6
Certification of Non-Segregated Facilities *			D-5.1
DBE Rule Program Requirements and Forms			D-6.1
			D-6.10
American Iron and Steel			D-7.1
			D-7-16
 29 CFR 5.5(a)			Attachment A
Davis-Bacon Wage Rates			Attachment B

\* Denotes items to be completed by successful bidder and incorporated in executed contract.

† Denotes section text requires revision specific to funding source

## **A. BIDDING REQUIREMENTS**

**January 2017**

## ADVERTISEMENT FOR BIDS

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Address

Separate sealed BIDS for the construction of {Briefly describe nature, scope, and major elements of the work} \_\_\_\_\_

\_\_\_\_\_  
will be received by \_\_\_\_\_  
at the office of \_\_\_\_\_  
until \_\_\_\_\_, (Standard Time-Daylight Savings Time) \_\_\_\_\_, 20\_\_\_\_ and  
then at said office publicly opened and read aloud.

1. Completion time for the project will be calculated as calendar days from the date specified in the "Notice to Proceed" as follows:

\_\_\_\_\_ calendar days for substantial completion.  
\_\_\_\_\_ calendar days for final completion.

Liquidated damages will be in the amount of \$ \_\_\_\_\_ for each calendar day of delay from the date established for substantial completion, and \$ \_\_\_\_\_ for each calendar day of delay from the date established for final completion.

2. Each General Bid shall be accompanied by a Bid Security in the amount of 5% of the Total Bid Price.
3. The successful Bidder must furnish 100% Performance and Payment Bonds, and will be required to execute the Contract Agreement within 10 days following notification of the acceptance of his Bid.

A-1.2

4. Any contract or contracts awarded under this Advertisement for Bids are expected to be funded in whole or in part by: {Include as appropriate.}

- A loan from the NH CWSRF
- A loan from the NH DWSRF
- A State Aid Grant from the NH Department of Environmental Services (SAG)
- A loan or grant from USDA Rural Development
- A Community Development Block Grant from the NH Community Development Finance Authority (CDBG)

{Include paragraphs 5, 6, 7 and 8 below if project is funded in whole or in part by a loan under the CWSRF and/or DWSRF programs}

5. The successful Bidder on this work is required to comply with the President's Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and amendments or supplements thereto, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The requirements for bidders and contractors under this order are explained in the Information For Bidders.
6. Utilization of Minority and Women's Business Enterprises (MBEs and WBEs)  
The successful Bidder on this work must demonstrate compliance with the U.S. Environmental Protection Agency's MBE/WBE policy in order to be deemed a responsible bidder. The requirements for bidders and contractors covered by this policy are explained in the Information for Bidders.
7. The successful Bidder on this work is subject to U.S. Department of Labor's Davis Bacon wage provisions.
8. The successful bidder on this work is subject to the "American Iron and Steel (AIS)" requirements of the CWSRF and DWSRF programs.
9. No Bidder may withdraw a Bid within 60 days after the actual date of opening thereof.
10. {Insert applicable pre-bid conference information here}

The Contract Documents may be examined at the following locations:

---

---

---

Copies of the Contract Documents may be obtained from \_\_\_\_\_  
upon payment of a fee of \_\_\_\_\_ per set, which will not be refunded. Partial sets  
will not be distributed. All requests for mailed documents must be accompanied by an additional  
fee of \_\_\_\_\_ to cover the cost of postage and handling.

**INFORMATION FOR BIDDERS**

{For contracts utilizing State Revolving Loan Fund assistance}

BIDS will be received by \_\_\_\_\_  
(herein called the "OWNER"), at \_\_\_\_\_  
until \_\_\_\_\_ and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to:

\_\_\_\_\_ at \_\_\_\_\_

Each sealed envelope containing a BID must be plainly marked on the outside as BID  
for \_\_\_\_\_ and the  
envelope should bear on the outside the BIDDER's name, address, and license number if applicable  
and the name of the project for which the BID is submitted. If forwarded by mail, the sealed  
envelope containing the BID must be enclosed in another envelope addressed to the OWNER at

---

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other

#### A-2.2 (Any SRF)

person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER in the amount of five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive BIDDERS. When the AGREEMENT is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND and PAYMENT BOND 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 AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PAYMENT BOND, PERFORMANCE BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as OWNER deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsive and responsible BIDDER.

### A-2.3 (Any SRF)

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to complete any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

#### MANUFACTURERS EXPERIENCE

Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

#### SRF PROJECT SIGN

The Contractor shall construct a sign in accordance with the Standard Detail included in these specifications. The sign shall be erected in a location selected by the Engineer or Owner in coordination with NHDES. The Contractor shall maintain the sign throughout the duration of the contract.

#### SAFETY AND HEALTH REGULATIONS

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

#### NON-DISCRIMINATION IN EMPLOYMENT

Contracts for work under this proposal obligate the contractors and sub-contractors not to discriminate in employment practices.

Bidders shall, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of contract.

Successful bidders shall, if requested, submit a list of all subcontractors who will perform work on the project, and written signed statements from authorized agents of labor pools with which they will or may deal for employees on the work together with supporting information to the effect that such labor pools' practices and policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract or, a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish them prior to award of the contract.

#### A-2.4 (Any SRF)

Successful bidders must be prepared to comply in all respects with the contract provisions regarding non-discrimination.

##### DAVIS BACON WAGE RATES

This project is funded in whole or in part by a loan available through NHDES's Clean Water and/or Drinking Water SRF programs, and hence is subject to federal Davis Bacon wage provisions.

All laborers and mechanics employed by contractors or subcontractors on this project shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Department of Labor (DOL) in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code.

If the applicable wage determination does not provide a rate for a classification of work to be performed, the needed classification and wage rate must be added in conformance to the contract wage determination after contract award.

{INSERT GUIDANCE and RATE MINIMUMS. Contact NHDES for guidance}

**A copy of the applicable DOL wage determination(s) is included in Attachment B in PART D- FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS in these project documents.**

Bidders shall refer to the above-referenced PART D for additional information on Davis Bacon requirements.

##### AMERICAN IRON AND STEEL (AIS) PROVISIONS

The successful bidder on this work is subject to the "American Iron and Steel (AIS)" requirements of the CWSRF and DWSRF programs, which require the use of iron and steel products that are produced in the United States.

The BIDDER'S AMERICAN IRON AND STEEL ACKNOWLEDGEMENT shall be completed and signed by each Bidder, and included with each bid. Additionally, CONTRACTOR shall certify and document to OWNER with each Application for Payment, and upon completion of the project that all iron and steel goods subject to this provision have been produced in the United States.

Bidders shall refer to PART D - FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS for additional information and guidance on AIS requirements.

##### STATE INSPECTION

Work performed on this project shall be subject to inspection by representatives of the NH Department of Environmental Services. Such inspection shall in no sense make the State Government a party to this contract, unless said Government is also the Owner, and will in no way interfere with the rights of either party hereunder.

Representatives of the State of New Hampshire Department of Environmental Services shall be given Right of Access to all portions of the proposed work, including but not limited to, actual work site, storage yards, offsite manufacturing and fabricating location and job records.

## A-2.5 (Any SRF)

### COPIES OF THE CONTRACT

There shall be multiple executed copies of the Contract to be distributed as follows:

- a) One (1) copy each to the Owner, Engineer, and Contractor.
- b) Two (2) copies to the NH Department of Environmental Services CWSRF program (if applicable)
- c) One (1) copy to the NH Department of Environmental Services DWSRF program (if applicable).
- d) Additional copies as required for other federal or state agencies contributing to or participating in project costs

### NON-RESIDENT CONTRACTORS

The successful bidder, if a corporation established under laws other than the State of New Hampshire, shall file, at the time of the execution of the contract, with the Owner, notice of the name of its resident attorney, appointed as required by the laws of the State of New Hampshire.

The successful bidder, if not a resident of New Hampshire, and not a corporation, shall file, at the time of execution of the contract, with the Owner a written appointment of a resident of the state of New Hampshire, having an office or place of business therein, to be his true and lawful attorney upon whom all lawful processes in any actions or proceedings against him may be served; and in such writing, which shall set forth said attorney's place of residence, shall agree that any lawful process against him which is served on said attorney shall be of the same legal force and validity as if served on him and that the authority shall continue in force so long as any liability remains outstanding against him in New Hampshire.

The power of attorney shall be filed in the office of the Secretary of State if required, and copies certified by the Secretary shall be sufficient evidence thereof. Such appointment shall continue in force until revoked by an instrument in writing, designating in a like manner some other person upon whom such processes may be served, which instrument shall be filed in the manner provided herein for the original appointment.

A Non-resident Contractor shall be deemed to be:

- a) A person who is not a resident of the State of New Hampshire.
- b) Any partnership that has no member thereof resident of the State of New Hampshire.
- c) Any corporation established under laws other than those of the State of New Hampshire.

### DBE RULE PROGRAM REQUIREMENTS (MBEs and WBEs)

Bidders on this project are required to demonstrate compliance with the United States Environmental Protection Agency's MBE/WBE rules in order to be deemed responsive. The existing Fair Share Goals are .77% MBE and 6.22% WBE. The MBE/WBE documentation, DBE Subcontractor Utilization Form and DBE Subcontractor Performance Forms (EPA Forms 6100-4 and 6100-3), shall be submitted with the bid.

The requirements for bidders and contractors are as follows:

State Revolving Fund loan recipients **and their contractors** must comply with the following DBE Rule requirements throughout the SRF loan project period:

## A-2.6 (Any SRF)

- 1) Fair share objectives (MBE/WBE goals);
- 2) Good Faith Efforts;
- 3) Annual Reporting of MBE/WBE accomplishments;
- 4) Contract Administration Requirements;
- 5) Bidders List Requirements; and
- 6) Record Keeping.

Bidders shall refer to PART D - FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS for additional information on MBE/WBE requirements.

### BIDDERS QUALIFICATIONS

No award will be made to any Bidder who cannot meet all of the following requirements:

- A. He shall not have defaulted nor turned the work over to the bonding company on any contract within three years prior to the bid date.
- B. He shall maintain a permanent place of business.
- C. He shall have adequate personnel and equipment to perform the work expeditiously.
- D. He shall have suitable financial status to meet obligations incidental to the work.
- E. He shall have appropriate technical experience satisfactory to the Engineer and the Division in the class of work involved.
- F. He shall be registered with the Secretary of State to transact business in New Hampshire.
- G. He shall have performed to the satisfaction of the Engineer and the Division on previous contracts of a similar nature.
- H. He shall not have failed to complete previous contracts on time, including approved time extensions.

### SUSPENSION AND DEBARMENT

The Contractor shall not knowingly award a subcontract to any entity which has been debarred or suspended by the federal government. The Contractor shall compare the names of its proposed subcontractors against the searchable list in the federal "System For Award Management (SAM)" database, which can be found at <https://www.sam.gov/portal/public/SAM>.

### WITHDRAWAL OF BIDS

Prior to Bid Opening, bids may be withdrawn upon written or telegraphic request of the Bidder provided confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid Opening. Bid documents and security of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned.

**INFORMATION FOR BIDDERS**

{For contracts utilizing Rural Development funding assistance only}

BIDS will be received by \_\_\_\_\_  
(herein called the "OWNER"), at \_\_\_\_\_  
until \_\_\_\_\_ and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to:

\_\_\_\_\_ at \_\_\_\_\_

Each sealed envelope containing a BID must be plainly marked on the outside as BID  
for \_\_\_\_\_ and the  
envelope should bear on the outside the BIDDER's name, address, and license number if applicable  
and the name of the project for which the BID is submitted. If forwarded by mail, the sealed  
envelope containing the BID must be enclosed in another envelope addressed to the OWNER at

\_\_\_\_\_

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled  
in, in ink or typewritten, and the BID form must be fully completed and executed when submitted.  
Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID  
may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized  
postponement thereof. Any BID received after the time and date specified shall not be considered.  
No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof.  
Should there be reasons why the contract cannot be awarded within the specified period, the time  
may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule  
by examination of the site and a review of the drawings and specifications including ADDENDA.  
After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding  
concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to,  
and delineates and describes, the land owned and rights-of-way acquired or to be acquired.  
The CONTRACT DOCUMENTS contain the provisions required for the construction of the  
PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other  
person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from  
fulfilling any of the conditions of the contract.

## A-2.2 (RD Only)

Each BID must be accompanied by a BID bond payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND 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 Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsive and responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

A-2.3 (RD Only)

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER To do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

Inspection trips for prospective BIDDERS will leave from the office of the  
\_\_\_\_\_ at \_\_\_\_\_

The ENGINEER is \_\_\_\_\_

The ENGINEER's address is \_\_\_\_\_

**INFORMATION FOR BIDDERS**

{For contracts utilizing State Aid Grant funding assistance only}

BIDS will be received by \_\_\_\_\_  
(herein called the "OWNER"), at \_\_\_\_\_  
until \_\_\_\_\_ and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to:

\_\_\_\_\_ at \_\_\_\_\_

Each sealed envelope containing a BID must be plainly marked on the outside as BID

for \_\_\_\_\_ and the  
envelope should bear on the outside the BIDDER's name, address, and license number if applicable  
and the name of the project for which the BID is submitted. If forwarded by mail, the sealed  
envelope containing the BID must be enclosed in another envelope addressed to the OWNER at

\_\_\_\_\_

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled  
in, in ink or typewritten, and the BID form must be fully completed and executed when submitted.  
Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any  
BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized  
postponement thereof. Any BID received after the time and date specified shall not be considered.  
No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof.  
Should there be reasons why the contract cannot be awarded within the specified period, the time  
may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID  
SCHEDULE by examination of the site and a review of the drawings and specifications including  
ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a  
misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent  
to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the  
PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other

## A-2.2 (SAG Only)

person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND payable to the OWNER in the amount of five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive BIDDERS. When the AGREEMENT is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the PAYMENT BOND and PERFORMANCE BOND 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 AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PAYMENT BOND, PERFORMANCE BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsive and responsible BIDDER.

### A-2.3 (SAG Only)

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to complete any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

#### MANUFACTURERS EXPERIENCE

Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

#### S.A.G. PROJECT SIGN

The Contractor shall construct a sign in accordance with the Standard Detail included in these specifications. The sign shall be erected in a location selected by the Engineer or Owner in coordination with NHDES. The Contractor shall maintain the sign throughout the duration of the contract.

#### SAFETY AND HEALTH REGULATIONS

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

#### NON-DISCRIMINATION IN EMPLOYMENT

Contracts for work under this proposal will obligate the contractors and sub-contractors not to discriminate in employment practices.

#### STATE INSPECTION

Work performed on this project shall be subject to inspection by representatives of the NH Department of Environmental Services. Such inspection shall in no sense make the State Government a party to this contract, unless said Government is also the Owner, and will in no way interfere with the rights of either party hereunder.

Representatives of the State of New Hampshire Department of Environmental Services shall be given Right of Access to all portions of the proposed work, including but not limited to actual work site, storage yards, offsite manufacturing and fabricating location and job records.

#### COPIES OF THE CONTRACT

There shall be at least five (5) executed copies of the Contract to be distributed as follows:

- a) One (1) copy each to the Owner, Engineer, and Contractor.
- b) Two (2) copies to the New Hampshire Department of Environmental Services.

#### A-2.4 (SAG Only)

- c) Additional copies as required for other federal or state agencies contributing to or participating in project costs.

#### NON-RESIDENT CONTRACTORS

The successful bidder, if a corporation established under laws other than the State of New Hampshire, shall file, at the time of the execution of the contract, with the Owner, notice of the name of its resident attorney, appointed as required by the laws of the State of New Hampshire.

The successful bidder, if not a resident of New Hampshire, and not a corporation, shall file, at the time of execution of the contract, with the Owner a written appointment of a resident of the state of New Hampshire, having an office or place of business therein, to be his true and lawful attorney upon whom all lawful processes in any actions or proceedings against him may be served; and in such writing, which shall set forth said attorney's place of residence, shall agree that any lawful process against him which is served on said attorney shall be of the same legal force and validity as if served on him and that the authority shall continue in force so long as any liability remains outstanding against him in New Hampshire. The power of attorney shall be filed in the office of the Secretary of State if required, and copies certified by the Secretary shall be sufficient evidence thereof. Such appointment shall continue in force until revoked by an instrument in writing, designating in a like manner some other person upon whom such processes may be served, which instrument shall be filed in the manner provided herein for the original appointment.

A Non-resident Contractor shall be deemed to be:

- a) A person who is not a resident of the State of New Hampshire.
- b) Any partnership that has no member thereof resident of the State of New Hampshire.
- c) Any corporation established under laws other than those of the State of New Hampshire.

#### BIDDERS QUALIFICATIONS

No award will be made to any Bidder who cannot meet all of the following requirements:

- A. He shall not have defaulted nor turned the work over to the bonding company on any contract within three years prior to the bid date.
- B. He shall maintain a permanent place of business.
- C. He shall have adequate personnel and equipment to perform the work expeditiously.
- D. He shall have suitable financial status to meet obligations incidental to the work.
- E. He shall have appropriate technical experience satisfactory to the Engineer and the Division in the class of work involved.
- F. He shall be registered with the Secretary of State to do business in New Hampshire.
- G. He shall have performed to the satisfaction of the Engineer and the Division on previous contracts of a similar nature.
- H. He shall not have failed to complete previous contracts on time, including approved time extensions.

#### WITHDRAWAL OF BIDS

Prior to Bid Opening, bids may be withdrawn upon written or telegraphic request of the Bidder provided confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid Opening. Bid documents and security of any Bidder withdrawing his bid in accordance with the foregoing conditions will be returned.

**BID**

Proposal of \_\_\_\_\_ (hereinafter  
called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_  
doing business as \_\_\_\_\_  
(Corporation, Partnership, Individual)

To the \_\_\_\_\_ (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK  
For the construction of \_\_\_\_\_  
in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at  
the prices stated below.

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be  
specified in the NOTICE TO PROCEED and to complete the PROJECT within:

\_\_\_\_\_ consecutive calendar days for substantial completion.

\_\_\_\_\_ consecutive calendar days for final completion.

Liquidated damages will be in the amount of \$ \_\_\_\_\_ for each calendar day of delay  
from the date established for substantial completion and \$ \_\_\_\_\_ for each calendar day  
of delay from the date established for final completion, as provided in Section 18 of the  
General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### A-3.2

The Bidder shall state below what works of a similar character to that of the proposed contract he has performed, and provide such references as will enable the Owner to judge his experience, skill, and business standing.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets.

1. Name of Bidder.
2. Permanent Main Office address.
3. When organized?
4. Where incorporated?
5. Is bidder registered with the Secretary of the State to do business in New Hampshire?
6. For how many years has your firm engaged in the contracting business under its present name? Also state names and dates of previous firm names, if any.
7. Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded you in the scheduled contract time, including approved time extensions? \_\_\_(Yes) \_\_\_(No).  
If so, where and why?
10. Have you ever defaulted on a contract? \_\_\_(Yes) \_\_\_(No).  
If so, where and why?
11. Have you ever had liquidated damages assessed on a contract? \_\_\_\_\_(Yes) \_\_\_\_\_(No).  
If so, where and why?
12. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
13. List your major equipment available for this contract.
14. List your key personnel such as Project Superintendent and foreman available for this contract.
15. List any subcontractors whom you would expect to use for the following (unless this work is to be done by your own organization):
  - a. Civil Engineering
  - b. Utility Installation
  - c. Other work

A-3.3

16. With what banks do you conduct business?

Do you grant the Engineer permission to contact this (these) institutions? \_\_\_(Yes) \_\_\_(No)

NOTE: Bidders may be required to furnish their latest financial statement as part of the award process.

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_ Being duly sworn, deposes and says that he is

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Organization)

and that the answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

(Seal - If BID is by Corporation)

ATTEST: \_\_\_\_\_

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

## BID SCHEDULE

{Insert appropriate BID SCHEDULE}

**{Add the following for projects utilizing Rural Development funding:}**

The BIDDER must submit the following additional documents with the bid:

- a. Bid Bond (or certified check) (pages A-4.1 and A-4.2)
- b. Compliance Statement, Form RD 400-6 (pages C-2.12 and C-2.13))
- c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, Form AD-1048 (page C-2.14)
- d. Certification for Contracts, Grants and Loans, RD Instruction 1940-Q, Exhibit A-1.} (page C-2.16)}

**{Add the following for projects utilizing CWSRF and/or DWSRF funding:}**

**The BIDDER hereby certifies, by checking the boxes below, that the following documents are included with this bid proposal**

- ☐ DBE Subcontractor Utilization Form (EPA Form 6100-4)
- ☐ DBE Subcontractor Performance Forms (EPA Form 6100-3) **Submit one form for each DBE subcontractor**
- ☐ Bidder's **American Iron and Steel** acknowledgement

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby  
held and firmly bound unto \_\_\_\_\_ as OWNER  
in the penal sum of \_\_\_\_\_  
for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_

The Condition of the above obligation is such that whereas the Principal has submitted to

\_\_\_\_\_ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for  
the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

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

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

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

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Surety

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

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