

ADVERTISEMENT FOR BIDS

Town of Deerfield

2022 Paving

Owner

8 Raymond Road, PO Box 159 Deerfield

Address

Separate sealed BIDS for the construction of
**¾” Shim and 2” overlay of Birch Road (4,529’). 10-12” Grind,
2.5” Winter Binder Course on South and Middle Roads
(10,874’).**

will be received by **The Town Administrator**

at the office of **The Board of Selectmen, George B. White Building**

until **2:00 PM** local time on **May 23,** 2022.

Bids shall be opened and read aloud at the **May 23, 2022** meeting of the Board of Selectmen.

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

90 calendar days for substantial completion.

110 calendar days for final completion.

Liquidated damages will be in the amount of \$ 200 for each calendar day of delay from the date established for substantial completion, and \$ 200 for each calendar day of delay from the date established for final completion.

- 2. No Bidder may withdraw a Bid within 60 days after the actual date of opening thereof.

The Contract Documents may be examined at the following locations:

George B. White Building, 8 Raymond Road, Deerfield, NH.

Copies of Bid Documents may be obtained from the **Town Administrator at no cost.**

Email: bos@townofdeerfieldnh.com or Phone: 603-463-8811, ext. 309

All requests for mailed documents must be accompanied by a fee of \$15 to cover the cost of postage and handling.

A-2.1

INFORMATION FOR BIDDERS

BIDS will be received by Board of Selectmen

(herein called the "OWNER"), at 8 Raymond Road, P.O. Box 159, Deerfield, NH 03037

until 2:00 PM on May 23, 2022 . Bids will then be opened and read aloud at the **May 23, 2022** meeting of the Board of Selectmen.

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

Board of Selectmen at 8 Raymond Road, Deerfield, NH

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

“Paving-2022-08: Shim and Overlay of Birch Road. Grind, Winter
for **Binder Course on South and Middle Roads”** 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

8 Raymond Road, P.O. Box 159, Deerfield, NH

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.

A-2.2

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.

The party to whom the contract is awarded will be required to execute the AGREEMENT 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. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at his option consider the BIDDER in default.

The OWNER within ten (10) days of receipt of acceptable 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.

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 BID 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.

A-2.3

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.

COPIES OF THE CONTRACT

There shall be at least two (2) executed copies of the Contract to be distributed as follows:

- a) One (1) copy each to the Owner, and Contractor.

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 OWNER.

A-2.4

- 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 OWNER 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.

SPECIFICATIONS

All work under this contract shall be in accordance with the current 2016 edition of the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction, Division 400 – Pavements.

Measurement and Payment shall be in accordance with the methods stated in the applicable sections of said Standard Specification.

TRAFFIC CONTROL

All traffic signage and traffic control will be determined prior to contract agreement.

PERFORMANCE BOND

Depending upon the experience and qualifications of the low bidder, the OWNER may require the low bidder obtain a performance bond for 100% of the contract price, with a corporate surety approved by the OWNER. The cost of said bond will be reimbursed by the OWNER.

DISCRIPTION OF THE WORK

The work shall consist of ¾” shim and 2” pavement overlay of South, Middle and Birch Roads. The segments are described in the following table:

Segment	Description	Length
South Road	From Rte. 43 to Birch Road intersection	Approx. 9,554’
Middle Road	From House #157 – #163	Approx. 1,320’
Birch Road	From House #132 – #141	Approx, 4,529’