

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

These documents apply to contracts funded by

**New Hampshire State Water Pollution Control Revolving Loan
Fund**

New Hampshire State Drinking Water Revolving Loan Fund

**New Hampshire Department of Environmental Services State Aid
Grant Program**

USDA Rural Development

New Hampshire Office of State Planning

December 2000

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*This document changes internally, depending on the sources of funds.

A. BIDDING REQUIREMENTS

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 contract 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 contract 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.

4. Any contract or contracts awarded under this Advertisement for Bids are expected to be funded in part by {Delete those that are not used for this project.}
- a loan from the New Hampshire State Water Pollution Control Revolving Loan Fund (SRF)
 - a loan from the New Hampshire State Drinking Water Revolving Loan Fund (SRF)
 - a grant from the New Hampshire Department of Environmental Services
 - a loan or grant from USDA Rural Development
 - a grant from the New Hampshire Office of State Planning
5. Bidders on this work will be 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 to that Executive Order and as supplemented in Department of Labor Regulations (41 CFR Part 80). The requirements for bidders and contractors under this order are explained in the **Information For Bidders.**

{Insert paragraphs 5 and 6 if funded in full or in part with a loan from the N. H. State Water Pollution Control Revolving Loan Fund or the New Hampshire State Drinking Water Revolving Loan Fund.}

6. **Utilization of Minority and Women's Business Enterprises (MBE's and WBE's)**
Bidders on this work must demonstrate compliance with the United States 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. 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:

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 all contracts receiving any funds from the State Revolving Fund}

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.

A-2.2 (any SRF)

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.

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 responsible 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.

A-2.3 (any SRF)

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 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.

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.

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. 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 are urged to become familiar 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.

Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 11246, or any preceding similar Executive Order.

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

A-2.4 (any SRF)

Successful bidders must, 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.

Successful bidders must be prepared to comply in all respects with the contract provisions regarding non-discrimination which are contained in the Labor Standards Provisions for Federally Assisted Construction Contracts revised in May 1987, a copy of which is attached to these specifications.

STATE INSPECTION

When the State of New Hampshire agrees to pay all or part of the cost of the project, the work shall be subject to the 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 four (4) executed copies of the Contract to be distributed as follows:

- a) One (1) copy each to the Owner, Engineer, Contractor.
- b) Two (2) copies to the New Hampshire Department of Environmental Services.
- c) Additional copies as required dependent upon 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

A-2.5 (any SRF)

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.

UTILIZATION OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE's AND WBE's)

Bidders on this project are required to demonstrate compliance with the United States Environmental Protection Agency's MBE/WBE policy in order to be deemed responsible. The existing MBE/WBE participation goal is 8.94% (2.55% MBE & 6.39% WBE). The MBE/WBE documentation shall be submitted within 15 days after bid opens. The requirements for bidders and contractors are as follows:

Bidder and Offeror Responsibilities

A. Affirmative Steps: Activities during preparation of bids and offers. Bidders/offerors shall take affirmative steps in compliance with the regulations, prior to submission of bids or closing date for receipt of initial offers, to encourage participation in projects by MBE's and WBE's. Such efforts include:

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.
2. Assuring that MBE's and WBE's are solicited whenever they are potential sources of goods or services. This step may include:
 - a. Sending letters or making other personal contacts with MBE's and WBE's, (e.g. those whose names appear on lists provided by NH DES or the recipient and other MBE/WBE's known to the bidder/offeror). MBE's and WBE's should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
 1. Specific description of the work to be subcontracted;
 2. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
 3. Date the quotation is due to the bidder/offeror;

A-2.6 (any SRF)

4. Name, address, and phone number of the person in the bidder/offeror's firm whom the prospective MBE/WBE subcontractor should contact for additional information.

b. Sending letters or making other personal contacts with local, state, federal and private agencies and MBE/WBE associations relevant to the project. Such contacts to MBE and WBE firms.

1. Where feasible, establishing delivery schedules which will encourage participation by MBE's and WBE's.

2. Using the services of the Small Business Administration and the Office of Minority Business Enterprise of the U. S. Department of Commerce.

3. Each party to a subagreement must take the affirmative steps in A above.

B. Bidders/offerors must demonstrate compliance with MBE/WBE requirements in order to be deemed responsible. Demonstration of compliance may include the following information, however, the recipient may specify other methods of demonstrating compliance.

1. Names, addresses and phone numbers of MBE/WBE's expected to perform work;

2. Work to be performed by the MBE's and WBE's;

3. Aggregate dollar amount of work to be performed by MBE's and WBE's, showing aggregate to MBE's and aggregate to WBE's, including names of organizations, agencies and associations and dates of contact;

4. Description of contacts to MBE and WBE organizations, agencies and associations which service MBE's/WBE's, including names of organizations, agencies and associations and dates of contact;

5. Description of contacts to MBE's and WBE's, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and dates of contacts.

C. Successful bidders/offerors should take reasonable affirmative steps to subcontract with MBE's and WBE's whenever additional subcontracting opportunities arise during the performance of the contract.

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.

A-2.7 (any SRF)

- 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.

INFORMATION FOR BIDDERS

{For contracts with assistance from Rural Development 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.

A-2.2 (RD Only)

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.

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 responsible 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.

A-2.3 (RD Only)

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 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 with a State Aid Grant but with no State Revolving Fund

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 (SAG but no SRF)

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 responsible 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.

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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.

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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 but no 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.

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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.

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. 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 are urged to become familiar 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

When the State of New Hampshire agrees to pay all or part of the cost of the project, the work shall be subject to the 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

A-2.4 (SAG but no SRF)

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 four (4) executed copies of the Contract to be distributed as follows:

- a) One (1) copy each to the Owner, Engineer, Contractor.
- b) Two (2) copies to the New Hampshire Department of Environmental Services.
- c) Additional copies as required dependent upon 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.

A-2.5 (SAG but no SRF)

- 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 contract 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 contract completion, as provided in Section 18 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

A-3.2

The Bidder is requested to state below what works of a similar character to that included in the proposed contract he has done to give references that 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. How many years have you engaged in the contracting business under your present firm 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

16. With what banks do you 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

(Replace this page with appropriate BID Schedule)

{Add for project with any funds from Rural Development.

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)}

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.

A-4.2

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.