



***NEW PARKING LOT  
OFF LIVERMORE ROAD  
LIVERMORE STATE FOREST  
HOLDERNESS, NH***

**SPECIFICATIONS**

**PROJECT # CAP-1613**



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
**DIVISION OF PARKS AND RECREATION  
PLANNING AND DEVELOPMENT SECTION**

FEBRUARY 2016

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION  
PLANNING AND DEVELOPMENT  
172 Pembroke Road  
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**Project No. CAP 1613**

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**New Parking Lot Off Livermore Road  
Livermore State Forest  
Holderness, NH**

**February 24, 2016**

CONTENTS

Notice to Bidders	N.B. 1
Bid Proposal Form	B.P. 1-5
Sample Contract Form	S.C. 1-4
General Conditions of the Contract	G.C. 1-10
Sample Application and Certificate for Payment	G702-1983
Sample Continuation Sheet for Application for Payment	C.S. 1
Construction Specifications	1-22

STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
**DIVISION OF PARKS AND RECREATION**  
172 Pembroke Road  
Concord, New Hampshire 03301  
TEL. 603-271-3556, FAX 603-271-2629

**NOTICE TO BIDDERS**

Project: No. **CAP 1613**      **New Parking Lot off Livermore Road**  
**Livermore State Forest, Holderness, NH**

Sealed bid proposals for the above project will be accepted until 2:00pm, prevailing time, on **March 10, 2016**. Bids should be deposited in the bid box located at the reception desk of the Department of Resources and Economic Development (DRED) offices at 172 Pembroke Road in Concord, NH. Bid documents will be available to interested contractors at the Planning and Development Section of DRED on February 24th, 2016. They may also be viewed at the following locations:

1. New Hampshire Department of Administrative Services Bureau of Purchase and Property  
Website <http://admin.state.nh.us/purchasing/vendorresources.asp>
2. New Hampshire State Parks – Website:  
<http://www.nhstateparks.org/news-and-events/projects/rfps-and-projects.aspx>
3. Construction Summary of New Hampshire, Inc. 734 Chestnut Street,  
Manchester, NH 03104. Tel: (603) 627 8856. [www.constructionsummary.com](http://www.constructionsummary.com)
4. Infinite Imaging, 933 Islington Street, Portsmouth, NH 03801.  
Tel: 1 800 581 2712 or 603 436 3030 [planroom.infiniteimaging.com](http://planroom.infiniteimaging.com)
5. McGraw-Hill Construction [www.construction.com](http://www.construction.com)
6. Signature Digital Imaging, 45 Londonderry Turnpike, Hooksett, NH 03106. Tel  
(603) 624 4025. [signaturenh.com](http://signaturenh.com)
7. Works in Progress, 20 Farrell Street, Suite 103, South Burlington, VT 05403.  
Tel. 1-800-286 3633 or 802 658 3797

All companies, corporations, and trade names bidding must be registered and have a certificate of existence from the New Hampshire Secretary of State's Office, Corporate Division (telephone 603-271-3244) in order to do business with the State of New Hampshire.

**All bidders will be required to attend the mandatory pre-bid conference at the existing Livermore Falls Parking area off Livermore Road, Livermore State Forest, in Holderness NH at 11:00 am on Tuesday March 1<sup>st</sup>. If inclement weather is expected on March 1<sup>st</sup> the pre-bid conference date will be changed to Thursday March 3<sup>rd</sup>. Call the Division of Parks & recreation at 603-271-3556 for confirmation of the date.**

A bid bond accompanying the bid proposal will be required in the amount of 5% of the total amount of the lump sum bid price. Bid proposals should be made out only on the form included in the specifications package and submitted in a sealed envelope marked: Bid Proposal for Livermore Falls Parking Lot.

For further information contact Tom Mansfield, Department Architect, telephone: 603 271 2606.





**It is further proposed:**

To furnish a contract bond in the amount of one hundred percent (100%) of the contract award, if the contract award is thirty-five thousand dollars (\$35,000) or more, as security for the completion of the contract in accordance with the plans and specifications and contract documents. The form of bond shall be that provided for by the Department, and the surety shall be acceptable to the Commissioner. No contract bond shall be required on contract awards of less than thirty-five thousand dollars (\$35,000).

To guarantee all of the work performed under this contract to be done in accordance with the plans and specifications and contract documents.

Enclosed, herewith, find certified check or bid bond in the amount of 5% of the total amount of the Lump Sum Price made payable to the "Treasurer, State of New Hampshire" as a proposal guarantee which is understood, will be forfeited in the event the form of contract is not executed, if awarded to the undersigned. Note: Personal checks will not be accepted as a proposal guarantee.

The undersigned acknowledges receipt of the following addenda, issued during the bidding time, and states that these have been incorporated in the proposal:

Addendum #1 dated \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_

Dated \_\_\_\_\_

**ALLOWANCE #1: Unanticipated Modification and/or Additions to Contract Items:**

Include in the Contract, a stipulated sum/price of \$10,000 for use upon the Project Managers instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.

- a. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.
- b. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Project Manager. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- c. Credits can only be added to an Allowance by Alteration Order. The Contractor may not use a credit until an Alteration Order is fully executed.
- d. Notwithstanding the Contractors objection, the Project Manager may at any time reduce the funds remaining in the Allowance by Alteration Order.
- e. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the State.

## SCHEDULE OF VALUES: New Parking Lot, Livermore Falls

INDICATE DOLLAR AMOUNT OF CONTRACT SUM ALLOCATED TO EACH CATEGORY OF WORK AS DESIGNATED BELOW:

General Conditions.....  
 Bond Cost.....  
 Erosion controls.....  
 Earthwork and Grading.....  
 Site Clearing.....  
 Paving.....  
 Curbing.....  
 Painted Pavement Markings.....

**Sub Total**.....  
 (A)

**Allowance # 1**.....\$10,000

**Total: lump sum base bid (including Allowances)**.....

**Delete Alternative No.1:** Pavement markings.....

**Delete Alternative No.2:** Curbing.....

**Delete Alternative No. 3** Paving.....

**NOTE:** The Schedule of values must be completely filled out in order for bid proposal to be considered responsive.

**SIGNATURE PAGE**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Signature of Authorized Bidder:  
\_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Address of Bidder \_\_\_\_\_  
(if different than company)

Names and Addresses of Members of the Firm/Corporation

Name \_\_\_\_\_ address \_\_\_\_\_

Name \_\_\_\_\_ address \_\_\_\_\_

Name \_\_\_\_\_ address \_\_\_\_\_

# GENERAL CONDITIONS

## GENERAL

This contract is to be governed by all the applicable provisions of these specifications.

This project consists of constructing a new parking lot at Livermore Falls State Forest. The scope of work includes: excavation, grading, site improvements, paving, and pavement markings.

## BIDDING REQUIREMENTS

Bids shall only be accepted on the official Bid Proposal Forms, attached to these specifications. **Any bids submitted that are not on the official bid proposal forms will not be accepted.**

## CONDITIONS AT SITE OR BUILDING

Bidders shall visit the site and be responsible for having ascertained pertinent local conditions such as: location, accessibility, general character of the site and topography. .

## PERFORMANCE AND PAYMENT BOND

In the event the bid is \$35,000 or more, the contractor shall furnish security by bond or otherwise in an amount equal to 100% of the contract guaranteeing performance and payment. The payment security shall meet the requirements of New Hampshire RSA 447:16.

The performance and payment bond must be returned with the signed contract within 15 days after the contract has been mailed or otherwise delivered to the bidder.

## PROPOSAL GUARANTEE

The Contractor shall furnish a certified check or bid bond in the amount of 5% of the total amount of the Lump Sum Price made payable to the "Treasurer, State of New Hampshire" as a proposal guarantee. This proposal guarantee will be forfeited in the event that the contract is not executed. Personal checks will not be accepted.

## DETERMINATION OF RIGHT TO DO BUSINESS WITH STATE OF N.H.

**All bidders will be required register and have a certificate of existence from the New Hampshire Secretary of State's Office, Corporate Division (telephone 603-271-3244) in order to do business with the State of New Hampshire. The successful bidder will be required to provide a certificate of existence at the same time the signed contract is returned.**

## **PROPOSAL SELECTION**

In most cases the proposal submitted by the qualified bidder with the lowest base bid price shall be selected. However, the Department of Resources and Economic Development (DRED) reserves the right to reject any or all proposals, or advertise for new proposals as it judges to be in the best interest of the state.

## **CONTRACTORS QUALIFICATIONS**

The successful bidder shall provide evidence upon request that they have been successfully performing this type, scale, and quality of work for a minimum of five years. Upon request, a comprehensive list of all similar projects worked on in the past two years by the general contractor shall be submitted along with contact information for 3 references of owner's representatives involved with three different projects completed by the contractor.

## **EXECUTION OF CONTRACT**

The Contractor's attention is called to the following:

**EXECUTION AND APPROVAL OF CONTRACT.** The contract shall be signed by the successful Bidder and returned, together with the contract bond, if applicable, within 15 days after the contract has been mailed or otherwise delivered to the Bidder. No contract shall be considered as in effect until it has been fully executed by all the parties thereto and, when the contract amount is more than \$25,000, the award has been concurred in by the Governor and Council.

**FAILURE TO EXECUTE CONTRACT.** Failure to execute the contract within 15 days after the contract has been mailed or otherwise delivered to the successful Bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Department, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest Bidder, or the work may be re-advertised as the Commissioner of DRED may decide.

## **STARTING DATE**

The Contractor shall start work after the Notice to Proceed is received. The Notice to Proceed shall be issued immediately upon contract approval by the Governor and Council, and shall establish the actual construction start date. Failure to start work within 15 calendar days after the start date shall be considered a default of the contract. If the actual start date is later than the advertised start date, the completion date shall be extended by an equivalent number of working days.

## **WORKERS COMPENSATION INSURANCE**

Workers compensation insurance is required for all workers on the job site of this project.

Per RSA 21-I:81-b At the onset of work on any NH state construction project, the general contractor or designated project construction manager, if any, shall provide to the Department Project Manager a current list of all subcontractors and independent contractors that the general contractor has agreed to use on the job site, with a record of the entity to whom that subcontractor is insured for workers compensation purposes. This list shall be posted on the jobsite and updated as needed to reflect any new subcontractors or independent contractors.

If it is determined that a subcontractor or independent contractor is present on a state construction site without the contractor's name and direct contracting relationship being posted in a visible location at the worksite, the general contractor or designated project manager shall require the subcontractor or independent contractor to provide the information within 36 hours and to post the information in a visible location at the worksite. If the information is not provided within 36 hours of its request, the general contractor shall suspend the contractor until the information is provided and posted.

## **PROTECTION OF EXISTING PROPERTY**

It shall be the responsibility of the contractor to protect existing property from damage. Any damage caused by the contractor in the performance of the work shall be repaired or replaced at his expense to the satisfaction of the designated DRED Project Manager.

## **CODES**

All work performed shall meet the provisions, if applicable, of the 2012 IBC, the 2010 ADA standards for Accessible Design, and the 2012 NFPA 101 Life Safety Code.

## **WORKMANSHIP**

All work shall be performed in a neat workmanlike manner by skilled workmen who have been actively engaged in performing the type of work specified under this contract for the last two years.

## **CLEAN-UP**

The site for this project is in a NH State Reservation and will be open to the public throughout the construction period. It is important to the Division of Parks and Recreation that the site be maintained in a clean and presentable condition for the public. Therefore, all debris from the project shall be cleaned up daily and removed from the site at least on a weekly basis.

## DEFAULT AND TERMINATION OF CONTRACT

If the Contractor...

- (a) Fails to begin the work under the contract within the time specified in the contract, or
- (b) Fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of said work, or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- (d) Discontinues the prosecution of work, or
- (e) Fails to resume work which has been discontinued, within reasonable time after notice to do so, or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- (g) Makes an assignment for the benefit of creditors, or
- (h) For any other cause whatsoever, fails to carry on the work in an acceptable manner...

The Commissioner of DRED will give notice in writing to the Contractor of such delay, neglect, or default.

If the Contractor or Surety does not proceed in accordance with the Notice, then the Commissioner will, upon written notification from the Project Manager of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Commissioner may enter into an agreement for the completion of said contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said contract in an acceptable manner.

All extra costs and charges incurred by the Department as a result of such delay, neglect or default, together with the cost of completion of the work under the contract will be deducted from any monies due or which may become due said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor and the Surety shall be liable and shall pay to the Department, the amount of such excess.

## FAILURE TO COMPLETE THE WORK ON TIME

If the Contractor fails to complete all of the work or sections of the Project, within the time specified in the Contract, the sum given in the schedule that follows will be deducted from any money due the Contractor. This deduction will be made, not as a penalty, but as fixed, agreed liquidation damages for inconvenience to the State and for reimbursing the Department the cost of the Administration of the Contract, including engineering and inspection. Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and his Surety shall be liable to the State for such deficiency.

Permitting the Contractor to continue and finish the work after the time fixed for its completion, shall in no way obligate the State to waive any of its rights under the Contract.

When the final acceptance has been duly made by the Project Manager, any liquidated damage charges shall end.

The fixed, agreed, liquidated damages shall be assessed in accordance with the following schedule.

<u>ORIGINAL CONTRACT AMOUNT</u>	<u>AMOUNT OF LIQUIDATED DAMAGES</u>	<u>PER WORKING DAY</u>
From more than:	to and including:	
0.	25,000.	\$ 300.00
25,000.	50,000.	\$ 400.00
50,000.	100,000.	\$ 500.00
100,000.	500,000.	\$ 600.00

## **SUBSTANTIAL COMPLETION & FINAL INSPECTION**

When the work is substantially complete, the Contractor shall submit to the Project Manager, a list of items of work to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. On the basis of an inspection by the Project Manager which determines that the work is substantially complete, a Certificate of Substantial Completion shall establish the date of substantial completion and state the responsibilities for any damage to the work and insurance, and fix the time limit within which the Contractor shall complete the items listed herein. Warranties required by the Contract documents shall commence on the date of Substantial Completion unless otherwise provided in the Certificate of Substantial Completion.

If the Contractor fails to proceed to complete the items on the "punch list", then in addition to the corrective measures listed in the Certificate of Substantial Completion, the Commissioner may use the monies still due the Contractor to have such items completed and the Contractor shall lose any claim to the monies used.

Upon written notice that the Work is ready for final inspection and acceptance, the Project manager shall promptly make such inspection, and when he finds the Work acceptable under the Contract documents and the Contract fully performed, a Certificate of Final Payment will be issued.

Final inspection will be made by the Project Manager. Incomplete items necessary to complete the project shall be done prior to final payment. **The completion date for this project is June 15<sup>th</sup>, 2016.**

## GUARANTEE OF WORK

- a) Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for **one year** from the date of substantial completion of the work.
- b) If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Project Manager, is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Commissioner, and at his own expense:
  - 1) Place in satisfactory condition in every particular, all of such guaranteed work; correct all defects therein, and...
  - 2) Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the Project Manager, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, and...
  - 3) Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- c) In any case, wherein fulfilling the requirements of the Contract or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Project Manager and guarantee such restored work to the same extent as it was guaranteed under such other contracts.
- d) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Commissioner may have the defects corrected and the Contractor and his Surety shall be liable for all expense incurred.
- e) All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

## **PROSECUTION OF WORK**

Upon starting the work within the 15 days set forth by this contract, the Contractor shall prosecute the work a minimum of 8 hours daily per working day until completion, excluding breakdowns or inclement weather. If the Contractor finds it impossible to start the work as stated above, he may make a written request to the Project Manager for an extension of time. Any such request shall be made prior to expiration of the allowable 15 days, and shall contain reasons which the Contractor believes will justify the granting of his request. In his request, the Contractor shall submit his proposed starting date.

## **CHANGES IN THE WORK**

The Project Manager may at any time, by a written order, and without notice to the Sureties, make changes in the Drawings and Specifications and completion date of this contract and within the general scope thereof.

In making any change, the additional cost or credit for the change shall be determined as follows:

- The order shall stipulate the mutually agreed upon lump sum price which shall be added to or deducted from the contract price. The contractor shall furnish an itemized breakdown of the prices used in computing the value of any change that might be ordered.
- If the price change is an addition to the contract price and the work is performed by the general contractor and not a subcontractor, it shall include the contractor's indirect costs as follows: Workmen's Compensation and Employee Liability, Unemployment and Social Security Taxes.
- In addition to the above indirect costs, the general contractor shall be allowed a markup not to exceed ten percent (10%). Said ten percent (10%) shall be all inclusive for overhead, supervision, and profit. In addition to this, an allowance shall be made for performance and payment bond additional premiums.
- If the price change is an addition to the contract price and involves the work of the general contractor and subcontractor, the general contractor would be allowed ten percent (10%) on that part of the work performed by him and five percent (5%) on that part of the work performed by the subcontractor. The same percentages shall apply to subcontractors.
- On any change which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.

## INSURANCE REQUIREMENTS

**No operations under this contract shall commence unless and until certification of insurance attesting to the below listed requirements has been filed with the Commissioner, approved by the Attorney General, and the Contract approved by the Governor and Council and a Notice to Proceed is issued.**

Insurance requirements by paragraphs 1-4 below shall be the responsibility of the Prime Contractor. The Prime Contractor, at his discretion, may make similar requests of any subcontractor.

Following is the summary of minimum insurance requirements:

1. Workmen's Compensation Insurance (In accordance with RSA 281-A.)
  - a. Employers' Liability
    - 1.) \$100,000 each accident
    - 2.) \$500,000 Disease-policy limit
    - 3.) \$100,000 Disease-each employee
  
2. Commercial General Liability Insurance: Occurrence Form Policy: Include full Contractual Liability (see Indemnification Clause 9)., Explosion, Collapse, and Underground coverage's:
  - a. Limits of Liability:
    - 1.) \$1,000,000 Each Occurrence Bodily injury & Property Damage.
    - 2.) \$2,000,000 General Aggregate-Include per Project Aggregate Endorsement.
    - 3.) \$2,000,000 Products/Completed Operations Aggregate.
    - 4.) State shall be named as an additional named insured.
  
3. If blasting and/or demolition is required by the Contract, the Contractor or subcontractor shall obtain the respective coverage for those activities, and shall furnish to the Commissioner a certificate of Insurance evidencing the required coverage's prior to commencement of any operations involving blasting and/or demolition.
  
4. Owner's Protective Liability coverage for the benefit of the State of New Hampshire Department of Resources and Economic Development.
  - a. Limits of Liability:
    - 1.) \$2,000,000 Each Occurrence
    - 2.) \$3,000,000 Aggregate
  
5. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
  - a. Limits of Liability:
    - 1.) \$1,000,000 Combined Single Limit for Bodily injury & Property Damage
  
6. Commercial Umbrella Liability
  - a. Limits of Liability:
    - 1.) \$1,000,000 Each Occurrence
    - 2.) 1,000,000 Aggregate

7. Builder's Risk Insurance (Fire and Extended Coverage):

The Contractor shall insure the work included in the Contract, including extras and change orders, on an "All Risk" basis, on a one hundred percent (100%) completed value basis of the Contract, as modified. Builder's Risk coverage shall include materials located at the Contractor's premises, on-site, in-transit, and at any temporary site. The policy by its own terms or by endorsement shall specifically permit partial or beneficiary occupancy prior to completion or acceptance of the entire work. The policies shall be in the names of the State of New Hampshire Department of Resources and Economic Development and the Contractor. The policies shall provide for the inclusion of the names of all other Contractors, Subcontractors, and others employed on the premises as insureds. The policies shall stipulate that the insurance companies shall have no right of subrogation against any Contractors, Subcontractors or other parties employed on the premises.

8. General Insurance Conditions

a. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than thirty (30) days or ten (10) in cases of non-payment of premium after written notice thereof has been received by the State.

9. Indemnification:

a. The Contractor shall indemnify, defend, and hold harmless the State of New Hampshire, its Agencies, and its agents and employees from and against any and all claims, liabilities, suits or penalties arising out of (or which may be claimed to arise out of) acts of omissions of the Contractor or subcontractors in the performance of work covered by the Contract. This covenant shall survive the termination of the Contract. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State.

