

SECTION 00300

BID FORM

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Project Identification: Liberty Hill Road Culvert Replacement, Henniker, NH
- B. Proposal of: Hall's Excavation, Inc. (hereinafter referred to as Bidder) organized and existing under the laws of the State of NH doing business as a Corporation (specify corporation, partnership, or individual).
- C. This Bid is Submitted To: Town of Henniker, New Hampshire
- D. Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Town in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the bid price and within the contract times stated and in accordance with all other terms and conditions of the Contract Documents.
- E. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders.
- F. Bidder hereby agrees that this Bid will remain subject to acceptance for sixty (30) days, excluding weekends and legal holidays, after the actual date of the opening of the Bid.
- G. Bidder hereby agrees to sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required within five (5) calendar days after the date of Town's Notice of Award.
- H. In submitting this Bid, Bidder represents and declares the following:
 - 1. Bidder has examined and carefully studied the Bid Documents.
 - 2. Bidder acknowledges receipt of the following Addenda (List Addenda by Addendum Number and Date):

Number	Date
1	April 1, 2022

- 3. Bidder has visited and carefully examined the site of the proposed Work and has become thoroughly familiar with and is fully satisfied as to the conditions that exist at the site; the character, requirements and extent of the proposed Work, and the difficulties in executing the work that may affect cost, progress, performance and furnishing of the Work.
- 4. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations and may affect cost, progress, performance and furnishing of the Work.

5. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder accepts the determination of the technical data contained in such reports and drawings upon which Bidder is entitled to rely. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes.
6. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
7. Bidder acknowledges that Town and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site.
8. Bidder is aware of the general nature of Work to be performed by Town and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
9. Bidder certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person, firm, joint venture, partnership, corporation or other business or legal entity.
10. Bidder acknowledges that no officer, agent, or employee of the Town is directly or indirectly interested in this Bid.
11. The Town reserves the right to award the contract to a Bidder that is not the lowest responsible and responsive Bidder. Although the Bid price will be a substantial factor in the Town's award, the final award will be based on the Town's determination, in its sole discretion, of which Bid will be in the best interest of the Town.
12. The contract completion date is September 30, 2022.

1.2 BID

- A. Prices shall be stated in words and figures. In case of discrepancy between price in words and price in figures; the words shall govern.
- B. Prices shall be typewritten or written by hand in ink.
- C. The subdivision of the proposed contract price is indicated on the following Bid Schedule. Bidder shall use the Bid Schedule when submitting Bid.
- D. This Bid must bear the written signature of the Bidder or an authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such office must be stated.

BID FORM
00300-2

Respectfully submitted:

Date 4-6-22

By Craig E. Hall President
(Signature and Title of Person Authorized to Sign Bid)

Halls Excavation, Inc.
(Name of Bidder)

408 Mayhew Turnpike
(Business Street Address)

Bridgewater N.H. 603 744-0404
(City and State) (Business Telephone Number)

(SEAL - if Bid is by a corporation)



BASE BID SCHEDULE

Item No.	Estimated Quantity	Brief Description, Unit or Lump Sum Price in Both Words	Unit Price in Figures	Total Price in Figures
1	1	Construct Culvert Project (LUMP SUM) Two hundred forty two thousand Fifteen dollars and zero cents.	\$242,015. ⁰⁰	\$242,015. ⁰⁰

TOTAL BASE BID

Two hundred forty two thousand Fifteen dollars \$ 242,015.⁰⁰
(WRITTEN) and zero cents (FIGURES)

ADDENDUM No. 1
TO THE
CONTRACT DOCUMENTS
FOR THE LIBERTY HILL ROAD CULVERT PROJECT
HENNIKER, NEW HAMPSHIRE
ISSUED: APRIL 1, 2022

This Addendum shall be included in and shall form a part of the Contract Documents dated March 14, 2022. The items set forth herein, whether by omission, addition, substitution or other change are all included in and shall form a part of the proposed work and Bids submitted to the Owner.

Inclusion of this Addendum must be acknowledged by inserting the addendum number in the appropriate place in the Bid Form. Failure to acknowledge any and all addenda in the Bid Form as specified may be cause for rejection of the Bid by the Owner as a non-responsive Bid.

SPECIFICATIONS

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

Section 00300 – BID FORM

Delete page 00300-2 of Section 00300 and replace it with the revised page 00300-2 which is attached to this addendum. The completion date has been changed.

Section 00500 – AGREEMENT

Delete page 00500-2 of Section 00500 and replace it with the revised page 00500-2 which is attached to this addendum. The completion date has been changed.

PLANS

1. On Sheet 2 delete the Pavement Structure Notes and replace them with the following:

ROADWAY PAVEMENT STRUCTURE

6" CRUSHED GRAVEL BASE COURSE

12" GRAVEL BASE COURSE

DRIVEWAYS PAVEMENT STRUCTURE

6" CRUSHED GRAVEL BASE COURSE

All bituminous concrete paving will be completed by the Town following construction.

ADDENDUM No. 1
ADI-1

Liberty Hill Road Culvert Project
Henniker, NH

CLARIFICATIONS

1. The existing sewer pipe in the project area may be encased in concrete. Removal or disposal of the pipe and any concrete encasement is included in the Lump Sum bid for the project.

ADDENDUM No. 1
AD1-2

Liberty Hill Road Culvert Project
Hemiker, NH

5. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder accepts the determination of the technical data contained in such reports and drawings upon which Bidder is entitled to rely. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes.
6. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
7. Bidder acknowledges that Town and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site.
8. Bidder is aware of the general nature of Work to be performed by Town and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
9. Bidder certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person, firm, joint venture, partnership, corporation or other business or legal entity.
10. Bidder acknowledges that no officer, agent, or employee of the Town is directly or indirectly interested in this Bid.
11. The Town reserves the right to award the contract to a Bidder that is not the lowest responsible and responsive Bidder. Although the Bid price will be a substantial factor in the Town's award, the final award will be based on the Town's determination, in its sole discretion, of which Bid will be in the best interest of the Town.
12. The contract completion date is October 30, 2022.

1.2 BID

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- C. The subdivision of the proposed contract price is indicated on the following Bid Schedule. Bidder shall use the Bid Schedule when submitting Bid.
- D. This Bid must bear the written signature of the Bidder or an authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such office must be stated.

13. Work and materials which are necessary in the construction but which are not specifically referred to in the Specification, or shown on the Drawings, but implied by the Contract shall be furnished by the Contractor at his own cost and expense and shall be such as will correspond with the general character of the work as may be determined by the Engineer, whose decisions as to the necessity for and character of such work and materials shall be final and conclusive. It is the intent of these Specifications and Drawings to produce a complete, finished job whether shown in every detail or not.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
 - A. In general and without limitation, the work to be done under this Contract includes the Liberty Hill Road Culvert Replacement Project in Henniker, NH.

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by KVPartners, LLC, PO Box 432, New Boston, NH 03070 who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Schedule to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed by October 30, 2022 and ready for final payment in accordance with paragraph 14.07 of the General Conditions.

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time(s) specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time

BID BOND
(Percentage)

Bond No. 66202675

KNOW ALL PERSONS BY THESE PRESENTS, That we Hall's Excavation, Inc.
of 408 Mayhew Turnpike, Bridgewater, NH 03222

_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto Town of Town of Henniker

~~xx~~ _____, hereinafter referred to as the Obligee, in the amount of
Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____
Liberty Hill Road Culvert Replacement

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 6th day of April, 2022.

Principal

Hall's Excavation, Inc.

BY: Cory A Hall

Surety

WESTERN SURETY COMPANY

BY: Sherry F Norman, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66202675

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Sherry F Norman

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Hall's Excavation, Inc.

Obligee: Town of Town of Henniker

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 66202675 is not issued on or before midnight of July 5th, 2022, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 6th day of April, 2022.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 6th day of April, in the year 2022, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



M. Bent
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 6th day of April, 2022.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.