REQUEST FOR BIDS

HOOKSETT 2020 ROADWAY CRACK SEALING PROJECT
Bid #20-13

Acceptance Date: 2:00 PM, Thursday, December 17, 2020

Sealed bid proposals, plainly marked, “Hooksett 2020 Roadway Crack Sealing Project Bid #20-13” on the outside of the mailing envelope as well as the sealed bid envelope, addressed to: Town Administrator, Administration Department – Hooksett Town Hall; 35 Main Street; Hooksett, New Hampshire 03106 will be accepted until Thursday, December 17, 2020 at 2:00 pm when all bids will be publicly opened and read aloud.

This bid is for: Crack Sealing of roadways, not to exceed 3,000 gallons of sealant.

Bid packages may be obtained from the town’s web site: www.hooksett.org, or by contacting the Administration Department at the above address, or by calling (603) 485-8472.

The Town of Hooksett reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town.
Contract Documents – Town of Hooksett 2020 Roadway CRACK SEALING Project

**Introduction**
The Town of Hooksett is seeking bids to perform roadway improvements consisting of crack sealing to multiple roadways throughout the Town.

**Scope of Work**
This bid is for: Crack Sealing on multiple roadways throughout the Town.

**Contract Requirements:**
A typical Standard Contract is attached to this Request for Bids. The contractor shall provide at the time of the contract signing Performance and Payment Bonds and a Certificate of Insurance with requirements as specified in this RFP naming the Town as additional insured. The Town will retain 10% of the contract amount until after final contract is completed and a certified list of all streets completed along with the quantity of crack seal applied per street is provided to the Town. The bidder shall provide a construction schedule and attend a pre-construction meeting prior to the start of the project. A preliminary schedule shall be included as part of the bid submittal.

The Contractor will be responsible to provide a detailed approach to complete the project including the staging area as part of the contract. The Town Department of Public Works yard is available for staging with the condition that the Contractor coordinates with DPW and does not interfere with normal daily DPW operations.

The Town of Hooksett, Department of Public Works will oversee the proposals and construction of the project.

**Vendor Qualifications**
The Bidder shall list qualifications and financial stability and references on similar projects.

**Criteria for Reviewing Proposals**
In reviewing proposals, the Town will carefully weigh the following in making a determination which bid to award which will be in the best interests of the TOWN:

1. Vendor’s qualifications
2. Municipal experience
3. Pricing
4. Delivery of services

Bids shall be valid for a 60 day period after date of the bid opening. It is expected that a contract award will be made within 30 days of submission date depending upon funding availability and whatever is in the best interest of the Town.

**Construction Schedule and Completion**
The crack sealing shall be complete by June 30, 2021.
Construction work shall be limited to Monday to Friday, 7:00 am to 5:00 pm excluding holidays. Note: the earliest time that the contractor shall be able to start work shall be 7:00 am which shall be enforced by the Town.

Submission
Pricing must be inclusive, clear and concise, including such other information as requested or required. Be sure the proposal envelope is completely and properly identified. The face of the envelope shall indicate the title of the RFP “Bid 20-13 Hooksett 2020 Roadway Crack Sealing Project”. Proposals must be received by the Town of Hooksett ON or BEFORE THE HOUR SPECIFIED ON THE ACCEPTANCE DATE. Proposals maybe either mailed or hand delivered to the Town Hall, 35 Main Street, Hooksett, NH 03106, Attn: Town Administrator.

Inquiries
Inquiries pertaining to the Request for Proposal must cite the RFP title and acceptance date and be directed Earl LaBonte, Director of Public Works, elabonte@hooksett.org.

Competition
It is the town's intent that this RFP shall permit competition. It shall be the respondent's responsibility to advise the Town Administrator in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received not later than seven (7) days prior to the proposal acceptance date.

Reservation of Rights
The Town of Hooksett reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town.

Firm Pricing
Proposed fees must be firm for the Town acceptance for 60 days from acceptance date of proposals.

Pricing must be inclusive, clear and concise, including such other information as requested or required.

Insurance
The awarded vendor at their cost will be required to provide certificate of liability insurance before installation can commence naming the Town of Hooksett as additional insured. The following standard insurance shall be required:

**Umbrella Insurance Coverage**

| Per Occurrence | $1,000,000 |

**Commercial General Liability Insurance**

| Each Occurrence Limit | $1,000,000 |
| General Aggregate Limit | $2,000,000 |
| Products/Completed Operations Aggregate Limit | $2,000,000 |
| Personal and Advertising Limit | $1,000,000 |

**Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos):**

Bodily Injury and Property Damage Liability
Combined Single Limit (Per Occurrence) $1,000,000

**Workers Compensation/Employers Liability Insurance**

Bodily Injury by Accident Each Accident (Coverage B – Employer’s Liability) $500,000
Bodily Injury by Disease Aggregate Limit $500,000
Bodily Injury by Disease- Each Employee (Coverage A – Statutory) $500,000

**Items Addressed**
The bid should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects and questions must be addressed:

a) Name, address, telephone number, fax number and e-mail address of the company
b) Three (3) copies of the proposal must be submitted
c) Name of contact person and telephone number for purposes of following up on proposal.
d) Narrative including the qualifications of the company and municipal experience.
e) Has the company been in bankruptcy, reorganization or receivership in the last five years? If so, please explain under what circumstances this disqualification or termination occurred.

**Submission**
The proposal container must be completely and properly identified. The face of the container shall be marked “Hooksett 2020 Roadway Crack Sealing Project Bid #20-13”.

Proposals must be received by the Town of Hooksett ON or BEFORE the hour specified on the acceptance date. Proposals may be either mailed to Town Administrator, 35 Main Street, Hooksett, NH 03106, or hand delivered to the Municipal Center, 35 Main Street, Hooksett, NH, Attention: Town Administrator

**LATE BIDS WILL NOT BE ACCEPTED**
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RANDOM CRACK SEALING – POLYMER & CRUMB RUBBER MODIFIED (PCRM) ASPHALT COMPOUND WITH REINFORCING FIBERS

1. **Description**
   The work covered by this section of the specification consists of furnishing all plant, labor, equipment and materials necessary to perform all operations in connection with the cleaning and sealing of construction and random cracks in bituminous concrete pavements, including vegetation removal and sterilization of cracks, where necessary.

2. **Material**
   Crack sealant shall be a modified asphalt-fiber compound designed specifically for improving the strength and performance of the parent asphalt sealant.

   a) **The asphalt binder** shall consist of a blend of neat asphalt binder, chemically modified crumb rubber (CMCR), and a polymer package, all of which meet the following specifications:
      - The binder will meet PG 64-28E requirements after modification including:
        - PG grade requirements of AASHTO M320
        - Requirements of AASHTO TP70/MP19
      - Modification, at a minimum, shall consist of 7% crumb rubber, and the maximum particle size for the recycled tire rubber shall be 80 mesh (#80 sieve)
      - The asphalt supplier shall provide testing for both the neat and modified asphalt binders
      - See below for typical modified test results for 64-28E with crumb rubber:

        | Test Type        | Result Details                                                                 |
        |------------------|--------------------------------------------------------------------------------|
        | DSR ORIGINAL     | kPa >1.00 @ 64°C. Fail temp = 76°C                                             |
        | DSR RTFO         | kPa >2.20 @ 64°C. Fail temp = 76°C                                             |
        | MSCR             | JNR (MSCR unit of measure): 3.2 E <0.5% @ 64°C                               |
        |                  | R3200 (Average % Recovery): >70%                                              |
        | DSR PAV          | kPa <6000 @ 64°C                                                             |
        | BBR              | Stiffness <300 @ -18°C. M-Value >0.300 @ -18°C                                 |
b) **The fiber reinforcing materials** shall be short-length polyester fibers having the following properties:

<table>
<thead>
<tr>
<th>Property</th>
<th>Specification</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length*</td>
<td>ASTM D2256-90</td>
<td>0.25 in. ± 0.02 in.</td>
</tr>
<tr>
<td>Elongation at Break</td>
<td>ASTM D2256-90</td>
<td>35% ± 3%</td>
</tr>
<tr>
<td>Melting Point</td>
<td>ASTM D3418-82</td>
<td>&gt;475°F (246°C)</td>
</tr>
<tr>
<td>Crimps/Inch</td>
<td>ASTM D3937-90</td>
<td>None</td>
</tr>
<tr>
<td>Cross Section</td>
<td></td>
<td>Round</td>
</tr>
<tr>
<td>Denier (ASTM D1577-90)</td>
<td></td>
<td>4.5 Nominal dpf</td>
</tr>
<tr>
<td>Tensile Strength</td>
<td>ASTM D2256-90</td>
<td>&gt;70,000 psi</td>
</tr>
<tr>
<td>Diameter</td>
<td></td>
<td>0.0008 in. **</td>
</tr>
<tr>
<td>Specific Gravity</td>
<td>ASTM D792-91</td>
<td>1.32 to 1.40</td>
</tr>
</tbody>
</table>

*At temperatures ranging from ambient to maximum finished product mix temperature*

**Subject to Normal Variations**

c) **Modifying Compound**: The modified asphalt-fiber compound shall be mixed at a rate of 8% fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

3. **Equipment**

Equipment used in the performance of the work required by this section of the specification shall be subject to approval by the Owner, and maintained in a satisfactory working condition at all times.

a) **Air Compressor**: Air compressors shall be capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

b) **Broom or Sweeper**: Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt and dust from the cracks.

c) **Melter**: The unit used to melt or maintain the crack sealant compound at the recommended application temperature shall be the indirect fired type. It shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the vat containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600°F. The melter shall be equipped with a satisfactory means of agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the melter. The melter must be equipped with a thermostatic control calibrated between 200°F and 550°F, and must be capable of pumping an 8% fiber content blend.
4. Preparation of Cracks

   a) Debris and Vegetation Removal: All cracks shall be blown clean and sterilized by use of a propane air torch generating 2,000°F and 3,000' feet/second velocity to eliminate all vegetation, dirt, moisture and seeds. All debris removed from the cracks shall be removed.

   b) General: No crack sealant material shall be applied in wet cracks or where frost, snow or ice is present; or when the ambient temperature is below 25°F.

5. Preparation and Placement of Sealant

   a) The asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. To ensure a uniform fiber distribution in the sealant, and also to limit fluctuations in the application temperature of the blended material, the Contractor must have a full melter kettle of sealant mixed, heated to the proper application temperature, and ready for testing at the start of each work day. Once that batch of sealant is emptied from the melter kettle, crack sealing operations will cease for the remainder of the day. No new materials will be allowed to be added to the melter kettle during the work day under any circumstances. Minimum application temperature shall be 320°F.

   b) Sealant shall be delivered to the pavement cracks through a high pressure hose line and applicator shoe. Diameter of the applicator shoe is not to exceed 3.5" inches. Once the pavement cracks are sealed, the width of the sealant on the pavement (overbanding) shall be no greater than 3" inches. When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over the cracks to prevent the sealant from being picked up at no additional cost to the Owner.

6. Workmanship

   All workmanship shall be of the highest quality, and any excess of spilled sealant shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the Owner.

7. Performance

   a) It is the intention of the Owner not to award a contract for this work under this or any other proposal if the contractor cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work, and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract. The Owner reserves the right to reject this or any other proposal, or to award the contract as is deemed to be in the best interest of said Owner.

   b) Properly formulated and mixed asphalt fiber compound overbanding shall not be greater than three inches (3") in width. Penalties will be imposed upon the Contractor for overbanding beyond three inches (3").

   c) The Contractor must submit the following with his bid proposal:
• A list of six (6) jobs which he has successfully completed with the polymer and crumb rubber modified asphalt compound with reinforcing fibers specified herein, giving the name and address of these projects so they can be investigated prior to the award of the contract.

• The trade name of the crack sealant the contractor intends to use.

• The manufacturer of the crack sealant the contractor intends to use.

d) The Owner may require the Contractor to successfully perform a 200’ foot test strip in the field prior to commencing work under the contract.

e) The Contractor shall provide the Shop Drawing of the Manufacturer’s certificate of material compliance furnished to the Town of Hooksett prior to the Pre-Construction meeting certifying conformance to the above material specifications, including the following:

• Performance Grade of Unmodified Asphalt: PG 64-28S (standard)

• AASHTO M-320, Table 1

• 7% chemically-modified crumb rubber (CMCR)
  o Composed of 100% 80-mesh recycled tire rubber

• 3-4% specially formulated polymer package

• Performance Grade of Modified Asphalt: PG 64-28E (able to withstand “extremely heavy” traffic loads)

• AASHTO M-320, Table 1
  o “E” Jnr 3.2 kPa @ 64°C: <0.5%
  o R3200 (Average % Recovery) @ 3.200 kPa: >70%

• 8% polyester reinforcing fibers

8. Traffic Control

The cost of flaggers and police details will be paid at the unit bid price. The Contractor will coordinate detail assignments. The Contractor will not be reimbursed for police detail expenses incurred due to failure to cancel or cancelling without the required notice.

9. Method of Award

To ensure contractor accountability, the Owner intends to award all items to a single contractor. Accordingly, contractors must bid on all items of work, and the low bidder will be the contractor whose total bid price is the lowest. The bid quantities are not guaranteed, and their primary purpose is for the determination of the low bidder.

10. Measurement and Payment
The quantity to be measured for payment will be the number of gallons of crack sealing actually applied, and this quantity shall be determined and verified daily. The accepted quantity of crack sealing will be paid for at the contract unit price per gallon of the type specified in the proposal, which shall be full compensation for furnishing, transporting, handling and placing the material specified and furnishing of all labor, tools, equipment and incidentals for the satisfactory completion of this item.

11. Asphalt Pricing and Price Adjustments

a) Asphalt Price Adjustments: Contractor’s bid prices shall be based upon the current State DOT asphalt cement index posted exactly two (2) weeks prior to the due date for receipt of bids (“Bid Index”). If the posted State DOT asphalt cement index in place when the work is performed differs by more than 5% from the Bid Index, then contractor’s invoices shall include price adjustments for the asphaltic and such adjustments shall be proportionate to the mix design asphalt content (%) of each of these materials.
**LIST OF STREETS TO BE SELECTED FROM FOR CRACK SEALING IN 2020:**

<table>
<thead>
<tr>
<th>Street Name</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goffstown Road</td>
<td>6680</td>
</tr>
<tr>
<td>South Bow Road</td>
<td>5470</td>
</tr>
<tr>
<td>Martins Ferry</td>
<td>3750</td>
</tr>
<tr>
<td>Auburn Road</td>
<td>4796</td>
</tr>
<tr>
<td>Main Street</td>
<td>3325</td>
</tr>
<tr>
<td>Smyth Road</td>
<td>7215</td>
</tr>
<tr>
<td>Quality Drive</td>
<td>4077</td>
</tr>
<tr>
<td>Town Hall</td>
<td></td>
</tr>
<tr>
<td>Safety Center</td>
<td></td>
</tr>
</tbody>
</table>
## Hooksett 2020 Roadway Crack Sealing Project Bid 20-13

### Bid Sheet of Unit Prices

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

<table>
<thead>
<tr>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT BID PRICE DESCRIPTION</th>
<th>UNIT BID PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gallons</td>
<td>3,000</td>
<td>CRACK SEAL - Polymer &amp; Crumb Rubber Modified with Fibers per gallon</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours</td>
<td>250</td>
<td>Flaggers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hours</td>
<td>20</td>
<td>Uniformed Officer with Vehicle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each</td>
<td>1</td>
<td>Construction Contingency Allowance (as ordered by Town)</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

**BID AMOUNT:** ____________________________________________

**BID AMOUNT:** ____________________________________________

(WRITE OUT IN WORDS)

RESPECTIVELY SUBMITTED:

(PLEASE PRINT BIDDER / CONTRACTOR’S NAME)

Print Representative’s Name and Title ________________________________ Signature ________________________________

Address / Street-City-Zip Code _______________________________________

Telephone Number and E-Mail Address ________________________________

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Hooksett, NH

**Notes to Bidders:**
- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.
TOWN OF HOOKSETT and CONTRACTOR AGREEMENT

In Re: Project: #20-13 Hooksett 2020 Roadway Crack Sealing Project

THIS CONTRACT AGREEMENT is made and entered into at Hooksett, NH this ___th day of ________________ 2020 by and between the Town of Hooksett, NH hereinafter designated TOWN, and ___________________ herein after designated CONTRACTOR, as follows:

1. SCOPE OF WORK. CONSULTANT agrees to furnish professional services to prepare preliminary design services, final design services and bidding services necessary for performance of the following portion of the work described in the Contract titled “Bid #20-13 Hooksett 2020 Roadway Crack Sealing Project” between TOWN and the CONTRACTOR.

2. SPECIAL CONDITIONS:

3. SCHEDULING. Time is of the essence of this Contract. CONTRACTOR shall start and complete its work under this Contract in accordance with the RFP’s proposed Schedule. CONTRACTOR shall reimburse TOWN for any costs accumulated or penalties levied against TOWN due to the negligence or non-performance of the CONTRACTOR, and such costs or penalties may be deducted from the amount due to CONTRACTOR under this Contract. A pre-construction meeting shall be held at the Town Department of Public Works to review the proposed crack sealing schedule by street and to discuss the Contractor’s approach with regards to traffic control.

4. TAXES, INSURANCE, PERMITS AND LICENSES. CONTRACTOR shall take out and pay for Workers’ Compensation insurance as required by the State of New Hampshire. CONTRACTOR shall pay all sales taxes, excise taxes, old age benefit and unemployment compensation taxes on labor and material furnished under this Contract. CONTRACTOR shall obtain and comply with any permits or licenses necessary for the performance of its work under this Contract.

5. PRICE AND PAYMENT. TOWN shall pay CONTRACTOR for its performance of this Contract in accordance with the proposed scope of work as outlined for the sum of $ __________ . Progress payments on this Contract will be made once a month, based upon the Contractor’s estimate of the percentage of the Contract performed,

6. EXTRA WORK. No claims for extra work beyond the scope of this Contract will be honored unless first authorized in writing by TOWN prior to the performance of any such extra work.

7. GUARANTY. The CONTRACTOR hereby provides a twelve (12) month guaranty to TOWN with respect to CONTRACTOR’s work under this Contract after the date of final acceptance by the TOWN.
8. DEFAULTS AND TERMINATION. In the event CONTRACTOR interferes with the general progress of the general contract by negligence or delay, or CONTRACTOR abandons this contract or fails or refuses to complete the project required under the terms of this Contract, the TOWN may at its election terminate the contract. The CONTRACTOR agrees to reimburse the TOWN for any loss sustained thereby.

9. INDEMNITY. To the fullest extent of the law, CONTRACTOR agrees to defend, indemnify, and hold TOWN harmless and, if requested by TOWN, their CONTRACTORs, agents and employees or any of them, from and against any and all claims, suits, losses or liability, including attorney’s fees and litigation expenses, for or on account of injury to or death of persons, including CONTRACTOR’s employees, CONTRACTOR’s Subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, as a result of contractors operations or completed operations, or by the operations of those acting on behalf of contractor. CONTRACTOR’s indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

10. ASSIGNMENT. CONTRACTOR may not assign this Contract.

11. SAFETY. CONTRACTOR acknowledges and represents that he/she has made an on-site inspection of the Premises and the work area so as to be familiar with all conditions, which may affect the safety and health of its employees as well as those of its subcontractors. CONTRACTOR and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance and all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including OSHA and any safety measures required by TOWN. TOWN reserves the right, but not the obligation, to inspect the safety work performance of CONTRACTOR is to ascertain their compliance with these applicable safety provisions. Notwithstanding the forgoing, CONTRACTOR, as an independent contractor, is solely responsibility for controlling the manner and means by which it performs the Work pursuant to this Agreement. Unless otherwise agreed to by the parties in writing, CONTRACTOR shall provide all safety equipment, materials, tools and personal protection equipment necessary to perform the work in a safe, healthful and workmanlike manner. CONTRACTOR shall immediately report to the TOWN all accidents, occupational injuries, and illness involving its employees or those of its subcontractors, relating to the Work of which cause any injury to a third party or which cause damage to the property of TOWN or a third party. CONTRACTOR shall promptly furnish to TOWN copies of any worker’s compensation report of injury or illness forms filed by any of its employees or those of its subcontractors and when requested, assist TOWN in any investigation it may conduct of any such accident, injury of illness. CONTRACTOR shall give prompt written notice to the TOWN of any accident involving bodily injury requiring a physician’s care, any property damage exceeding Five Hundred Dollars ($500) in value, or any failure that could result in serious bodily injury, whether or not such an injury was sustained.

12. INSURANCE AND LICENSE INFO:
Prior to starting work the CONTRACTOR shall provide a Certificate of Insurance confirming acceptable terms and limits of insurance (see below). This Certificate of Insurance will confirm
that the TOWN is named as an Additional Insured on the CONTRACTOR’s Comprehensive General Liability Insurance policy. The CONTRACTOR’s policies must contain standard contractual liability insurance coverage as respects to contract agreements. The policy shall include “Continued Products and Completed Coverage” to remain in force for 2 years following completion of the construction.

The CONTRACTOR shall sign the Contract Insurance Requirements form with the Town. Insurance coverage and limits required by the CONTRACTOR are as follows:

**Umbrella Insurance Coverage**  
$1,000,000 Per Occurrence

**Commercial General Liability Insurance**

- Each Occurrence Limit $1,000,000
- General Aggregate Limit $2,000,000
- Products/Completed Operations Aggregate Limit $2,000,000
- Personal and Advertising Limit $1,000,000

**Workers Compensation/Employers Liability Insurance**

- Bodily Injury by Accident $500,000  Each Accident
- Bodily Injury by Disease $500,000  Aggregate Limit
- Bodily Injury by Disease $500,000  Each Employee

**Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos)**

- Bodily Injury and Property Damage Liability  
  Combined Single Limit $1,000,000  Each Accident

The CONTRACTOR shall also provide a copy of its current NEW HAMPSHIRE CONTRACTOR’s License; and Federal Id # (if a Corporation or Partnership) or Social Security # (if a sole proprietor).

13. **PAYMENT TERMS**: Application for Payment shall be submitted by the 30th of each month in order to facilitate payment on or about the 10th of the following month. Any payments due under this contract shall be subject to TOWN’s receipt of all requirements in Paragraphs #’s 5 and 12. No payment shall be made unless TOWN is in receipt of same, or if TOWN should receive notice of cancellation of any required coverage. **No faxed invoices will be accepted.**

The CONTRACTOR shall provide a Release of Lien stating that payment to all subcontractors/vendors/suppliers have been paid in full prior to the TOWN releasing the final payment.

14. **WORK TIME FRAMES**: The CONTRACTOR shall provide a detailed schedule of the proposed work. Construction work to be started by ____________, 2020 and shall be completed by June 30, 2021. **Work shall be performed Monday to Friday, 7 am to 5 pm only, excluding holidays. Note: work prior to 7:00 am will not be permitted. Weekend work shall not be permitted.**
15. **ATTORNEY FEES**: In the event that any suit or action is commenced by either party to enforce the terms or conditions of the Agreement, or for damages arising from breach of the Agreement, the prevailing party in such a suit or action shall be entitled to its reasonable attorney’s fees, including fees incurred in investigating the basis for such an action or the grounds of a defense, prosecuting or defending such an action and enforcing any judgment rendered in such an action. A prevailing party under this provision will also be entitled to recover its costs and disbursements in bringing or defending such an action.

**This Contract is accepted:**

CONTRACTOR: ______________________

By: ______________________________

Title: ______________________  Date________________

Address: ____________________________

Telephone:____________ Fax#: __________ Mobil#: __________________

**Town of Hooksett, NH, 35 Main Street 03106**

By: ______________________________

Title: **Town Administrator**  Date:________________