

REQUEST FOR PROPOSAL

HASELTON BARN ROOF INSTALLATION/ REHABILITATION TOWN OF HUDSON, NH

Prepared for

Town of Hudson
Engineering & Public Works Department
12 School Street
Hudson, NH 03051

April 18, 2022



Prepared by

Town of Hudson
Engineering & Highway Department
12 School Street
Hudson, NH 03051

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REQUEST FOR PROPOSAL

The Town of Hudson, New Hampshire wishes to engage the services of a qualified private firm to provide design and construction services of:

HASELTON BARN ROOF INSTALLATION/ REHABILITATION

The CONTRACTOR must be lawfully engaged in the service of construction of ROOF INSTALLATION/REHABILITATION SERVICES in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received no later than **10:30 AM on May 26, 2022** from interested firms, to be eligible for consideration by the Town. Proposal shall follow the format listed below and be on the forms provided as required. Each statement shall be submitted in a sealed envelope, which is clearly marked,

“HASELTON BARN ROOF INSTALLATION/ REHABILITATION” HUDSON, NEW HAMPSHIRE

Requests may be issued only by the Town Engineer, or his designee, to authorized firms, and are not transferable unless authorized by the Town Engineer or his designee.

Complete copies of RFP are available from:

Mr. Elvis Dhima, P.E.
Town Engineer
Town Hall
12 School Street
Hudson, NH 03051
edhima@Hudsonnh.gov

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information or errors in the proposal, to accept the proposal considered to be in the best interest of the Town, or to purchase on the open market if it is considered in the best interest of the Town to do so. Failure to submit all information called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Proposals which do not incorporate our requested format for **HASELTON BARN ROOF INSTALLATION/ REHABILITATION** will not be considered.

All proposals are advertised, at the Town’s discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
Town Hall Hudson, NH	Post at Town Hall	12 School Street, Hudson NH 03051	603.886.6008 603.594.1142(fax)	edhima@hudsonnh.gov

TOWN OF HUDSON, NEW HAMPSHIRE

Mr. Elvis Dhima, PE, Town Engineer

Date: _____

PROPOSAL DUE DATE/TIME: MAY 26, 2022 NOT LATER THAN 10:30 AM AT THE TOWN HALL OFFICES, 12 SCHOOL STREET, HUDSON, NH.

MANDATORY PRE-BID MEETING WILL BE HELD AT THE SITE (27 BUSH HILL ROAD) ON MAY 12, 2022 AT 11:30 AM.

ALL QUESTIONS DUE BY MAY 20, 2022 AT 10:00 AM.

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms. Failure to quote on all items may disqualify the proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for sixty (60) calendar days subsequent to submittal to the Town of Hudson or as modified by addendum.

Any questions or inquiries must be submitted in writing, and must be received by the Town Engineer, Elvis Dhima (edhima@hudsonnh.gov) no later than seven (7) calendar days before the Request for Proposals due date to be considered. Any responses to questions, clarifications, or changes to the Request for Proposals will be provided to all Proposers of record that attended the mandatory pre-proposal meeting.

The Proposer shall not divulge, discuss or compare this proposal with other Proposers and shall not collude with any other Proposers or parties to a proposal whatever.

MANDATORY PRE-BID MEETING:

All Proposers are required to attend the pre-proposal meeting at the **SITE (27 BUSH HILL ROAD) at 11:30 AM on MAY 12, 2022.**

SUBMISSION OF PROPOSALS:

Proposals must be submitted at the Clerk's Office, Town Hall Offices, 12 School Street, Hudson NH by 10:30 AM May 26, 2022 as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

BID BOND

Each Bidder shall accompany the proposal with a bid guarantee in the form of Cashier's Check, or a Certified Check payable to the Town of Hudson, or a Bid Bond secured by a guaranteed company or surety company licensed to operate in the State of New Hampshire in the amount of 5% of the Bid. (See Attached).

The bid guarantees of the unsuccessful Bidders shall be returned as soon as practicable.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

AMENDMENTS TO PROPOSALS

If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Proposers shall acknowledge receipt of any amendment to this solicitation (1) by identifying the amendment number and date on the Proposal form, or by letter. Proposals which fail to acknowledge the Proposer's receipt of any amendment will result in the rejection of the Proposal if the amendment(s) contained information which substantively changed the municipality's requirements.

Amendments will be on file in the offices of the municipality and the Engineer at least 1 day before Proposal opening.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written notice, telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of proposals; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the proposer is mailed and postmarked prior to the specified proposal opening time. A proposal may be withdrawn in person by a proposer or its authorized representative if, before the exact time set for opening of proposals, the identity of the person requesting withdrawal

is established and the person signs a receipt for the proposal. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for the period as indicated in this Request for Proposals or as modified by addenda.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

All qualified Bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin.

PROPOSAL RESULTS:

All proposals received shall be considered confidential and not available for public review until after a contractor has been selected. All proposals may be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of a coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services, supplies or equipment. The Town reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Town to do so.

The OWNER reserves the right to waive any informalities, to negotiate with any Bidder and to reject any or all Bids. No Bidder may withdraw his Bid within ninety (90) days after the actual date of the opening thereof.

PROPOSAL EVALUATION:

In an attempt to determine if a Proposer is responsible, the Town, at its discretion, may obtain technical support from outside sources. Each Proposer will agree to fully cooperate with the personnel of such organizations.

PROJECT BACKGROUND

The Town is currently the caretaker of Hazelton Barn located at Benson Park. This building is in need of roof repairs and we are looking to install a new roof over the existing one. This is an existing roof with at least two known asphalt layers on it. The existing layers will be removed and the existing plywood will need to be evaluated and repaired if required, before it's prepared for the new roof installation. In addition a window is located between the main roof and a lower roof which will have to be blocked and sheathed. Due to budget restrictions the Town will entertain THREE proposals and THREE ADD ON as follows:

1st Proposal – Standing seam metal roof

2nd Proposal - Shingle Roof – Limited Lifetime Warranty (10 Years minimum)

3rd Proposal - Shingle Roof – Sure start 4 Star Warranty (25 years)

1st Add on – Removal of additional layers, beyond two layers of asphalt, cost per square

2nd Add on – Repair of existing plywood, if required, cost per square

3rd Add on – Installation of ½ inch CDX plywood with galvanized ring shank nails, if required, cost per square

SCOPE OF SERVICES

The Town of Hudson Engineering and Public Works Departments are soliciting Contractor services for **HASELTON BARN ROOF INSTALLATION/ REHABILITATION**

The work will include the following for Standing seam roof:

- Assessing the existing roof and footage provided by the Town
- Stripping the existing layers on the roof to the existing plywood (2 layers for base bid)
- Strip additional layers (1st add on), if applicable
- Preparing the existing plywood surface of the new roof installation
- Repairing / replace sections of the existing plywood surface (2nd Add on), if applicable
- Install ½ inch plywood with galvanized ring shank nails, (3rd add on), if applicable
- Install U20 synthetic roofing underlayment to entire roof.
- Window shall be blocked and sheathed without modifying the existing window frame.
- Stripping at least two rows of wood shakes where the roof meets wall and installing proper roof to wall flashing.
- Installing additional wood shakes siding to all exposed sheathing, weaving them in as needed, matching the existing one in place.
- Install the metal roof system - .032 aluminum panel, 1 ¾ “structural rib, 14-inch-wide panel with a center striation. Installation to be per manufacturer Specifications. (1st Proposal). All parts and accessories must be prefinished aluminum .032, such as drip edge, caps, etc..)
- Providing clean up after installation
- Provide specifications about all the materials to be used

The work will include the following for shingle roof:

- Assessing the existing roof and footage provided by the Town
- Stripping the existing layers on the roof to the existing plywood (2 layers for base bid)
- Strip additional layers (1st add on), if applicable
- Preparing the existing plywood surface of the new roof installation
- Repairing / replace sections of the existing plywood surface (2nd Add on), if applicable
- Install ½ inch plywood with galvanized ring shank nails, (3rd add on), if applicable
- Install high performance synthetic roof underlayment, full coverage
- Window shall be blocked and sheathed without modifying the existing window frame.
- Stripping at least two rows of wood shakes were the roof meets wall and installing proper roof to wall flashing.
- Installing additional wood shakes siding to all exposed sheathing, weaving them in as need be, matching the existing one in place.
- Install new CertainTeed – Landmark Shingles or EQUAL – Limited Lifetime Warrant (10 Years) (2nd proposal) . All parts and accessories must meet manufacture’s specs.
- Install CertainTeed – Landmark Shingles or EQUAL – 4 Start Warranty (25 Years) (3rd proposal) . All parts and accessories, including ridge caps must meet manufacture’s specs.
- Swift Start starter strips on eaves and rakes
- F8 drip edge , color to be determined on what’s available
- Valleys must be California cut.
- Contractor shall be SELECT Shingle Master Certified or EQUAL
- Providing clean up after installation
- Provide specifications about all the materials to be used

All prices include mobilization/demobilization, cleaning of the site, material, labor, demolition etc. to provide a fully functioning roof, once completed. The Town will provide the dumpster at the site and the removal of debris and or excess material. Building permit will be require , but fees shall not apply.

A contract will be signed as soon as possible after the Proposal due date and completion of the Proposal evaluations and award. The Contractor will be able to start work as of **June 1 2022** weather dependent and must be substantially complete on or before **September 1, 2022**.

APPROXIMATE BUDGET OF CONSTRUCTION

The budget is \$100,000 and there are no official estimates. .

TRAFFIC CONTROL/MAINTENANCE

The Town reserves the right to hire Hudson Police Department or Public Works Department staff directly to reduce the cost of the traffic control/maintenance, if necessary.

PROPOSAL STATEMENT PREPARATION

In order to facilitate the evaluation of the Proposals, the Proposer is instructed to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive Proposals. Additional or more detailed information may be annexed to the main body of the Proposal. Proposals shall be submitted in **one (1) original and one (1) identical copy**.

1. Company or Contractor Team Background Material

The Proposer shall provide information concerning the background of the firm including a brief description of the firm's experience providing similar services. This shall include any proposed subcontractor or consultants that the Proposer plans to engage on this project.

2. Experience/References

The Proposer shall provide a Client reference list, with names, addresses, and telephone numbers, especially for clients whom the Proposer has provided similar services in the past. The Proposer should be able to provide a list showing that they have worked on at least one similar project in the last ten (5) years that are of similar size and scope. References shall include a brief description of the project and the services provided.

3. Project Approach and Resources

The Proposer shall provide specifics of their ability and time to secure staff and construction materials. The Proposer shall also describe recent similar contracts they have in place with other municipalities any other information that the Proposer deems relevant to the project, and which the Proposer believes will further the competitiveness of the Proposal, including work samples, pictures, etc. from similar completed projects.

4. Schedule

The Proposer shall provide a brief description of their ability to meet the schedule for on call services.

5. Cost Proposal

The cost proposal shall be based on a cost per square foot. All costs listed on the schedule form, shall including mobilization/demobilization, labor, material, fuel, transportation and demolition. Town of Hudson will provide a dumpster container at the site. Building permit and inspection shall be required but the fee will be waived.

AWARD OF CONTRACT:

Any contract entered into by the Town shall be in response to the proposal and subsequent discussions. It is the policy of the Town that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective Contractor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the cost and experience of the engineering firm /contractor and schedule.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept any proposal in part or in whole as may be in the best interest of the Town, or any other option if it is considered in the best interest of the Town to do so.

The evaluation criteria will be weighted as follows:

- Cost / Price = 70%
- References and previous similar projects = 15%
- Interview = 15%

The ideal candidate is expected to bid on all proposals and add on listed.

CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

- a. Definitions. As used in this provision:
“Interested party” means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

“Protest” means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.
- b. Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from:

Steve Malizia, Town Administrator

Town of Hudson
12 School Street
Hudson, NH 03051

- c. All protests shall be resolved in accordance with the municipality's protest policy and procedures, copies of which are maintained at the municipality.

MODIFICATIONS AFTER AWARD:

The Contract shall constitute the entire understanding between the parties, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of a contract amendment executed by both parties.

CANCELLATION OF AWARD:

The Town reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the Town.

CONTRACT:

Any Contract between the Town and the Contractor shall consist of (1) the Request for Proposal (RFQ) and any amendments thereto and (2) the Contractor's proposal in response to the RFQ, (3) Form of Agreement. In the event of a conflict in language between documents (1), (2), and (3) referenced above, the provisions and requirements set forth and referenced in the RFB shall govern. However, the Town reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict. In all other matters, not affected by written clarification, if any, the RFQ shall govern. The Proposer is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF CONTRACT:

The successful Proposer shall sign (execute) the contract documents and shall satisfy all conditions set forth in the contract to enter into the contract and return such signed documents to the Town, within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF CONTRACT:

Upon receipt of the contract that has been fully executed by the successful Proposer, the Town shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract, along with a Notice to Proceed and a Town purchase order, to the Contractor shall constitute the Town's approval of the contract with the Contractor.

FAILURE TO EXECUTE CONTRACT:

Failure of the successful Proposer to execute the contract within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Corporations must currently be in good standing with the Secretary of State's Office in the state of incorporation.

INSURANCE:

The successful Proposer shall procure and maintain insurance, in the amounts and coverage as set forth in this Request for Proposals, or otherwise required by the Town, at the Proposer's sole expense, with Town approved insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or Proposer's performance hereunder and shall furnish to the Town certificates of such insurance and renewals thereof signed by the issuing company or agent upon the Town's request. Such certificates shall name the Town of Hudson as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the Town and proof of subsequent insurance upon cancellation of prior policy.

The Town's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the Proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the Town, the Proposer shall, or shall cause any carrier engaged by the Proposer, to insure all shipments of goods for full value.

If the contract with the Proposer involves the performance of work by the Proposer's employees at property owned or leased by the Town, the Proposer shall furnish such additional insurance as the Town may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the Proposer be deemed to be the employees of, or under the direction or control of the Town for any purpose whatsoever.

The Engineering firm will carry Professional Liability Insurance up to the cost of the project in addition to general liability insurance carried from the contractor.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any contract, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any contract shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any contract, in any jurisdiction whatsoever other than the State of New Hampshire and Hillsborough County.

TERMINATION OF CONTACT FOR CAUSE:

If the Contractor shall violate any provision of the Contract, the Town shall have the right to terminate the Contract. To terminate the Contract, the Town shall provide written notice to the Contractor of such termination. Such written notice shall state the Contract violation(s) and be delivered to the Contractor's address as identified in the Contract Documents. This notice shall provide the Contractor with fifteen (15) calendar days from the date of delivery, to correct the violation(s) to the Town's satisfaction. Should the Contractor fail to satisfactorily correct all violations within (15) fifteen calendar days, the Town may terminate the contract immediately upon delivery of a Notice of Termination to the Contractor. Such termination shall become effective immediately or as otherwise determined by the Town. Upon termination, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Contract shall become the Town's property. The Town may also terminate this Contract in accordance with any other applicable Contract provision.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of any contract, and the Town may withhold any payments until such time as the exact amount of damages due the Town is determined.

TERMINATION FOR THE CONVENIENCE OF THE TOWN:

The Town may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the Town's property. If any Contract is terminated by the Town as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

PATENT PROTECTION:

The successful Proposer agrees to indemnify and defend the Town of Hudson from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold

the Town of Hudson harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the Town of Hudson and the successful Proposer shall belong exclusively to the Town.

ASSIGNMENT PROVISION:

The successful Proposer hereby agrees that it will assign to the Town of Hudson all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the Town under this contract if so requested by the Town of Hudson.

PAYMENT:

Payment will be made within thirty (30) days of the completion of the work based upon the payment schedule listed in the Form of Agreement after receipt of invoice by the Town.

TAX:

The Town is exempt from all sales and Federal excise taxes. The Town's tax exemption certificate will be provided to the successful Contractor upon request. Please bill less these taxes.

FUNDING OUT:

The Town of Hudson's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The Town may terminate the contract at any time, due to the non-appropriation of funds, and all payment obligations of the Town cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the Contractor to make available at the Contractor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and /or work performed under contract for the purposes of audit by the Town of Hudson.

INSPECTION & EVALUATION:

The Town of Hudson reserves the right to inspect the Contractor's facilities during operating hours to determine that the level of inventory is adequate for the Town's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE NOISE ORDINANCES

All work shall be conducted in conformance with the Town's Code Part II General Legislation

1. Chapter 249-4, Prohibited Noise Emissions and Conditions

The Town Code can be viewed on-line at <http://ecode360.com/HU1110>

GUARANTEES & WARRANTY:

All parts and labor related to contracts must be guaranteed and include a 12 month warranty from the date of acceptance by the Town. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the Town.**

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent contract due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

SEVERABILITY:

If any of this Request for Proposals or subsequent contract are held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other this Request for Proposals or subsequent contract.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this

Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and/or Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES

The Town hereby notifies all Contractors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Contractor and the Contractor's subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s).

DEFINITIONS:

Proposal shall also mean quotation, bid, and offer and qualification/experience statement.

Vendors shall also mean Proposers, bidders, contractors or any person or firm responding to a Request for Proposals.

Contract shall also mean agreement.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the Town of Hudson. Any disputes shall be resolved within the venue of the State of New Hampshire and Hillsborough County.

FAILURE TO ACKNOWLEDGE THIS REQUEST FOR PROPOSALS MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **one (1) original and one (1) identical copy** as part of its proposal:

1. Proposal Document as outlined above
2. Specifications Exception Form
3. Alternate Form W-9
4. Town of Hudson Indemnification Agreement

The successful contractor must submit, prior to contract signing, its insurance certificate (naming the Town of Hudson) that meets the minimum required types and levels of coverage. In addition, as noted in the RFP the Contract will be required to provide and Performance and Payment bond to the Town.

GENERAL REQUIREMENTS & WORK SPECIFICATIONS – ALUMINUM ROOF

The Town of Hudson is looking for a contractor to provide a roof installation and to enter into an agreement with the firm based on the Criteria included in the proposal for work as needed. Field measurements and evaluation of the existing roof shall be taken by the contractor.

The Contractor shall carry out his operations in strict accordance with all OSHA and manufacturer's safety requirements. It shall be the responsibility of the Contractor to remove all debris and clean the existing roof prior to installation of the roof.

GENERAL

1. Furnish all labor, material, tools, equipment and services for all preformed roofing as indicated, in accord with the provisions of the Contract Documents. The Metal Roofing Manufacturer will provide all components required for a complete metal roofing system to include panels, panel clips, trim/flashing, fascias, ridge, closures, sealants, fillers and any other required items.

CONTRACTOR QUALIFICATIONS/REFERENCES

- A. The Contractor performing the lateral lining work shall provide a list of references, including Owner Name, Contact Name with phone number, start and completion dates and Quantity of metal roofs used for that specific project provided, verifying compliance with these qualifications.
- B. A 5-year history of satisfactory performance

QUALITY ASSURANCE

- A. Applicable standards to the latest editions and standards
 - 1. AISC 360, Specification for Structural Steel Buildings, American Institute of Steel Construction.
 - 2. ASTM E1646, Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference, American Society for Page 3 of 12 Metal Roofing Systems Performance Guide Specification, Testing and Materials.
- B. Manufacturer's qualifications
 - 1. Manufacturer shall have a minimum of five years' experience in manufacturing metal roofing systems. Panels specified in this section shall be produced in a permanent factory environment with fixed-base roll forming equipment. A letter from the manufacturer certifying the manufacturer's qualifications shall accompany the product material submittals.
- C. the Installer shall meet the following minimum criteria

- a. Maintain a minimum \$250,000 general liability coverage for each loss.
- b. Maintain worker's compensation coverage, as mandated by law.
- c. Have no viable claims pending regarding negligent acts or defective workmanship on previously or current projects.
- d. Have not filed for protection from creditors under any state or federal insolvency or debtor relief statutes or codes.
- e. Have received specific training in the proper installation of the specified system and will be present to supervise whenever material is being installed.
- f. Have installed five projects of similar scope and magnitude that have been in service for a minimum of two years with satisfactory performance of the roof system.

D. Installation quality control

1. The roof contractor shall provide shop drawings for approval of the metal roofing system installation at the following progress stages of installation:

a. Initial inspection prior to installation of roof panels will include the review of the final approved installation drawings, verification of substrate installation, review of the installation procedures, and agreement upon the scheduling of the intermediate inspections.

b. Intermediate inspections will include the review of the installed product in compliance with the final approved installation drawings and manufacturer's installation procedures.

c. Final inspection at the completion of all metal roofing system work in accordance to the manufacturer's installation drawings.

2. The metal roof consultant shall provide written and photographic reports, to be submitted to the owner appraising the installation of the metal roofing system at each of the project progress stages. The installation contractor shall make all necessary corrections, additions or remedial actions to resolve issues, if any.

3. The metal roof consultant will be required to have all roofing work corrected, as required, to insure the proper installation and weather tightness of the metal roofing system, in accordance with the manufacturer's specifications and installation procedures.

SYSTEM PERFORMANCE REQUIREMENTS

A. Performance Testing

1. Metal roofing systems shall be tested in accordance with manufacture.

2. Metal roof panel systems shall be tested in accordance with ASTM E1592 for negative loading. Capacity for gauge, span or loading other than those tested is permitted to be determined by interpolating between test values only.

SUBMITTALS

A. Installation Drawings

1. Submit completed installation drawings and installation details by the manufacturer, to the owner for review. Do not proceed with manufacture prior to review and approval of installation drawings.

2. Installation drawings shall show methods of installation, elevations and plans of roof and wall panels, sections and details, flashings, roof curbs, vents, sealants, interfaces with all materials not supplied by the metal roofing system manufacturer, and proposed identification of component parts and their finishes.

B. Physical Samples

1. Submit samples and color chips for all proposed finishes.
 - a. Submit one 12-inch long sample of panel, including clips.
 - b. Submit one 3-inch x 5-inch color chip samples in color selected by the owner.

C. Test Reports

1. Submit test report showing that metal panels have been tested in accordance with ASTM E1592.

2. Submit test report showing that metal panels meet the water penetration requirements of ASTM E1646.

3. Submit test report showing that metal panels meet the air infiltration requirements of ASTM E1680.

E. Metal Roofing System Fabrication Certification

1. Submit a letter from the manufacturer verifying that it's been produced in a plant that is accredited under the IAS AC472 or AC473 program.

PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery

1. Deliver metal roofing system to job site properly packaged to provide protection against transportation damage.

B. Handling

1. Exercise care in unloading, storing and installing metal roofing system to prevent bending, warping, twisting and surface damage.

C. Storage

1. Store all material and accessories above ground on well supported platforms. Store under waterproof covering. Provide proper ventilation of metal roofing system to prevent condensation build-up between each panel or trim/flashing component.

MATERIALS

A. Metal roof panel

1. Profile: [] inch high rib x [] inch wide panel. Provide nominal dimensions
2. Seam Type: [Interlocking / Snap Connection] [Mechanically Seamed]
3. Minimum Thickness: Panel to meet all specified design loads, but not less than Aluminum 0.032

B. Concealed Anchor Clips

1. Concealed anchor clips shall be the same as those used during the testing of the roof system. Clip bases shall have factory punched or drilled holes for attachment. Clips shall be made from multiple pieces with the allowance for the total thermal movement required within the clip. Fixed clips are permitted when the manufacturer can substantiate that the system can accommodate the thermal cyclic movement under sustained live or snow loads.

Miscellaneous Materials

A. Fasteners

1. Fasteners for steel roof panels shall be zinc-coated steel, aluminum, corrosion resisting steel, or nylon-capped steel, type and size specified below, or as otherwise, approved for the applicable requirements. Fasteners for aluminum roof panels shall be aluminum or corrosion resisting steel. Fasteners for structural connections shall provide both tensile and shear ultimate strengths of not less than 750 pounds per fastener. Fasteners for accessories shall be the manufacturer's standard. Exposed roof fasteners shall be sealed or have sealed washers on the exterior side of the covering to waterproof the fastener penetration. Washer material shall be compatible with the screw head; have a minimum diameter of 3/8-inch for structural connections; and

gasket portion of fasteners or washers shall be neoprene or other equally durable elastomeric material.

B. Components

1. Components shall be compatible with the roof panel furnished. Flashing, trim, metal closure strips, caps, gutters, downspouts, roof curbs, and similar metal components shall not be less than the minimum thickness specified by the Manufacturer. Exposed metal components shall be finished to match the panels or trim, as furnished. Molded closure strips shall be closed-cell or solid-cell synthetic rubber or neoprene, or polyvinyl chloride pre-molded to match configuration of the covering and shall not absorb or retain water. Thermal spacer blocks and other thermal barriers at concealed clip fasteners shall be as recommended by the Manufacturer.

C. Sealants

1. All tape sealant shall be a pressure sensitive, 100 percent solid, sealing tape with a release paper backing. Provide permanently elastic, non-sagging, non-toxic, non-staining tape sealant approved by the Manufacturer.

SURFACE CONDITIONS

A. Examination

1. The Contractor shall verify installed work of other trades that such work is complete to a point where the roofing system installation may commence.
2. Verify that the substructure installation is in accordance with the approved shop drawings and Manufacturer's requirements. This specifically includes verifying that secondary structural members and/or decking are installed to meet performance requirements. Coordinate with Manufacturer to ensure that the substructure is installed to accommodate the appropriate clip spacing.

B. Discrepancies

1. In event of discrepancy, notify the owner.
2. Do not proceed with installation until discrepancies have been resolved.

INSTALLATION

A. Install the metal roof in accordance with manufacturer's instructions and approved installation drawings.

B. Install the metal roof so that it is weather-tight and allows for thermal movements.

C. Locate and space all exposed fasteners in accordance with the metal Manufacturer's recommendations. Use torque settings to obtain controlled uniform compression for a positive seal without rupturing the neoprene washer.

D. Avoid placing pipe penetrations through the panel seams.

E. Do not allow panels or trim to come into contact with dissimilar materials (i.e. copper, lead, graphite, treated lumber, mortar, etc.). Water run-off from these materials is also prohibited.

C. Comply with Manufacturer's approved installation drawings, instructions and recommendations for installation of roof curbs. Refer to Manufacturer's standard installation details. Anchor curbs securely in place with provisions for thermal and structural movement.

CLEANING, PROTECTION

A. Dispose of excess roofing materials and remove debris from site.

B. Clean work in accordance with manufacturer's recommendations.

C. Protect work against damage until final acceptance. Replace or repair to the satisfaction of the architect (owner), any work that becomes damaged prior to final acceptance.

D. Touch up minor scratches and abrasions per the Manufacturer's recommendations.

FIELD TESTING AND ACCEPTANCE

Following installation of the metal roof, a field inspection will be required.

Field acceptance of the metal roof shall be based on the owners' evaluation of the installation. There shall be no evidence of splits, cracks, breaks, lifts or kinks in the roof. All drip edges should be installed and all lines should be straight.

If any defective metal roof sheet is discovered after it has been installed, it shall be removed and replaced at no additional cost to the Owner

The Contractor shall clean up each project area after the work is completed and remove and dispose of all excess materials and debris.

GENERAL REQUIREMENTS & WORK SPECIFICATIONS – ASPHALT SHINGLE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Granule surfaced asphalt shingle roofing.
- B. Moisture shedding underlayment, eaves, valley and ridge protection
- C. Associated metal flashing

1.2 RELATED SECTIONS

- A. Section 06 10 00 – Rough Carpentry: Plywood Roof Sheathing
- B. Section 06 15 00– Wood Decking
- C. Section 07 26 00 – Vapor Retarders
- D. Section 07 13 54 – Sheet Waterproofing.
- E. Section _____ -- _____: Attic Space Ventilation
- F. Section 07 60 00 – Flashing and Sheet Metal.
- G. Section 08 62 00 – Unit Skylights
- H. Section _____ - _____: Chimney Flue
- I. Section 07 40 00 – Roofing and Siding Panels: Siding and Roofing
- J. Section 07 72 53 – Snow Guards

1.3 REFERENCES

- A. ASTM A 653/A 653M – Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron-Alloy-Coated (Galvannealed) by the Hot-Dip Process
- B. ASTM B 209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- C. ASTM B 370 – Standard Specification for Copper Sheet and Strip for Building Construction.
- D. ASTM D 225 – Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.
- E. ASTM D 226 – Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- F. ASTM D 1970 – Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials used as Steep Roofing Underlayment for Ice Dam Protection.
- G. ASTM D 3018 – Standard Specification for Class A Shingles Surfaced with Mineral Granules.
- H. ASTM D 3161 – Standard Test Method for Wind Resistance of Asphalt Shingles (Fan-Induced Method).
- I. ASTM D 3462 – Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.
- J. ASTM D 4586 – Standard Specification for Asphalt Roof Cement, Asbestos-Free.

- K. ASTM D-4869 – Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing.
- L. ASTM D 6757 – Standard Specification for Inorganic Underlayment for Use with Steep Slope Roofing Products.
- M. ASTM D7158 – Standard Test Method for Wind Resistance of Asphalt Shingles (Uplift Force/Uplift Resistance Method)
- N. ASTM E 108 – Standard Test Methods for Fire Test of Roof Coverings
- O. ASTM G 21 – Determining Resistance of Synthetic Polymers to Fungi

1.4 1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Provide manufacturer’s printed product information indicating material characteristics, performance criteria and product limitations.
- C. Manufacturer’s Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
- D. Certificate of Compliance: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiberglass shingles made in normal production meet or exceed the requirements of the following:
 1. ASTM E 108/UL 790 Class A Fire Resistance
 2. ASTM D 3161/D 7158/UL 997 Wind Resistance.
 3. ASTM D 3462
- E. Shop Drawings: Indicate specially configured metal flashing, jointing methods and locations, fastening methods and locations and installation details as required by project conditions indicated.

1.5 QUALITY ASSURANCE

- A. Installer Minimum Qualifications: Installer shall be licensed or otherwise authorized by all federal, state and local authorities to install all products specified in this section. Installer shall perform work in accordance with NRCA Roofing and Waterproofing Manual. Work shall be acceptable to the asphalt shingle manufacturer.
- B. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 1. Finish areas designated by architect
 2. Do not proceed with remaining work until workmanship, color and pattern are approved by Architect.
 3. Rework Mock-Up area as required to produce acceptable work.
- C. Pre-Installation Meeting – Conduct a pre-installation meeting at the site prior to commencing work of this section: Require attendance of entities

directly concerned with roof installation. Agenda will include:

1. Installation methods and manufacturer's requirements and recommendations
 2. Safety procedures
 3. Coordination with installation of other work
 4. Availability of roofing materials.
 5. Extra Material – Furnish under provision of section 01 70 00
 6. Provide ____ square feet (____ square m) of extra shingles of each color specified.
 7. Preparation and approval of substrate and penetrations through roof.
 8. Other items related to successful execution of work.
 9. Product Compliance – Verify that products conform with all requirements specified by local Authority Having Jurisdiction (AHJ).
- D. Maintain one copy of manufacturer's application instructions on the project site.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store Products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials and materials used with solvent based materials in accordance with requirements of Authorities Having Jurisdiction.
- C. Deliver shingles to site in manufacturer's unopened labeled bundles. Promptly verify quantities and conditions. Immediately remove damaged products from site.

1.7 1.7 PROJECT ENVIRONMENTAL CONDITIONS

- A. Anticipate and observe environmental conditions (temperature, humidity and moisture) within limits recommended by manufacturer for optimum results. Do not install products under environment conditions outside manufacturer's limits.
- B. Take special care when applying WinterGuard Waterproofing Shingle Underlayment and shingles when ambient or wind chill temperature is below 45 degrees F (7 degrees C). Tack WinterGuard in place if it does not adhere immediately to the deck.

1.8 WARRANTY

- A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty for the product listed below:
 1. CertainTeed **Landmark**: Lifetime limited warranty.
- B. Warranty Supplement: Provide manufacturer's supplemental warranty

(CertainTeed's SureStart or SureStart PLUS) to cover labor and materials in the event of a material defect for the following period after completion of application of shingles:

1. First Ten Years (**Landmark** Shingles)
 2. No SureStart or SureStart PLUS for any shingle applied to inadequately ventilated roof deck.
- C. SureStart PLUS Extended Warranty Protection (can only be provided by a CertainTeed Credentialed Contractor): **Landmark** shingles carry:
1. 3-Star Coverage (20 years) material and labor costs for repair or replacement and tear off.
 2. 4-Star Coverage (50 years*) material and labor costs for repair or replacement, tear off and disposal costs.
**25 years for premises not used by individual homeowners*
 3. 5-Star Coverage (50 years**) material and labor costs for repair or replacement, tear off and disposal costs, and workmanship defects (25 years).
***30 years for premises not used by individual homeowners*
- D. Warranty Transferability Clause: Make available to Owner shingle manufacturer's standard option for transferring warranty to a new owner.
- E. Refer to manufacturer's warranty for adjustments for commercial applications.
- F. Provide Upgraded Wind Warranty from 110 to 130 mph on L AR shingles for first 15 years by complying with all manufacturers' conditions and instructions (see section 2.2-B below).

PART 2 PRODUCTS

2.1 MANUFACTURERS

Acceptable Manufacturer: Provide products manufactured by the CertainTeed Corporation. Contact Sales Support Group, P.O. Box 860, Valley Forge, PA 19482, Toll Free 800-233-8990

- A. Substitutions: Not permitted
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00

2.2 ASPHALT FIBERGLASS SHINGLES

- A. CertainTeed **Landmark**: Conforming to ASTM D 3018 Type I – Self-Sealing, UL Certification of ASTM D 3462, ASTM D 3161/UL997 110-mph Wind Resistance and UL Class A Fire Resistance, glass fiber mat

base, ceramically colored/UV resistant mineral surface granules across entire face of shingle; algae-resistance; two piece laminate shingle.

B Wind warranty upgrade – These products are warranted to resist blow-off due to wind velocities, including gusts, up to a maximum of 130 miles per hour during the first fifteen (15) years, provided all of the following conditions are met:

1. CertainTeed shingles are not applied over existing roof shingles (roof-overs are not permitted).
2. CertainTeed specified corresponding hip and ridge accessory products are installed as cap shingles (Shadow Ridge™, Cedar Crest™, Mountain Ridge™ (& IR).
3. CertainTeed specified corresponding starter shingles are installed along the roof eaves and rakes (Swiftstart™ and High-Performance Starter).

(Note: In Florida, CertainTeed will waive the requirement of applying starter shingles along the roof rake if all of the following conditions are met: The applicable building code requires that asphalt roof shingles be embedded in an 8-inch-wide bed of asphalt roofing cement applied along the roof rake edges. And, the shingles are installed and embedded in an 8-inch-wide bed of asphalt roofing cement along the roof rake edges in accordance with the code.)

- C. Weight: 229 / 240 pounds per square (dependent on manufacturing location) (100 square feet).
- D. Color: _____
- E. Color: As selected by Architect from manufacturer's standards

2.3 SHEET MATERIALS

A. Eaves Protection: CertainTeed “WinterGuard”; ASTM D1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement and “split” back plastic release film; provide material warranty equal in duration to that of shingles being applied.

1. CertainTeed WinterGuard Sand
2. CertainTeed WinterGuard HT
3. CertainTeed WinterGuard Granular

B. Underlayment: CertainTeed “Roofers’ Select”, ASTM D 6757; asphalt-impregnated fiberglass-reinforced organic felt designed for use on roof

decks as a water-resistant layer beneath roofing shingles

- C. Underlayment: CertainTeed “Diamond Deck”, ASTM D 226 and ASTM D 4869 synthetic polymer-based scrim reinforced underlayment designed for use on roof decks as a water-resistant layer beneath asphalt shingles, wood shingles, and shakes, metal shingles or slate.
- D. Underlayment: ASTM D 4869, Asphalt saturated felt.
- E. Underlayment: ASTM D 226, Asphalt saturated felt (non-perforated).
- F. Waterproofing Underlayment: CertainTeed “WinterGuard”; ASTM D 1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement, and “split” back plastic release film; Use in “low slope” areas (below 4:12, but no less than 2:12 pitch); provide material warranty with equal in duration to that of shingles being applied .
 - 1. CertainTeed WinterGuard Sand
 - 2. CertainTeed WinterGuard HT
 - 3. CertainTeed WinterGuard Granular

2.4 FLASHING MATERIALS

- A. Sheet Flashing: ASTM A 361/A361M; 26 Gauge (0.45 mm) steel with minimum G115/Z350 galvanized coating
- B. Sheet Flashing: ASTM B 209; 0.025 (0.63mm) thick aluminum, mill finish.
- C. Sheet Flashing: ASTM B 370; cold rolled copper; 16 ounces per square foot (0.55mm), natural finish.
- D. Bituminous Paint: Acid and alkali resistant type; black color.
- E. Tinner’s Paint: Color as selected by Architect to coordinate with shingle color.

2.5 ACCESSORIES

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum or chromated steel; minimum 3.8 inch

(9.5mm) head diameter; minimum 11 or 12 gage (2.5mm) shank diameter; shank to be sufficient length to penetrate through the roof sheathing or ¾ inch (19mm) into solid wood, plywood or non-veneer wood decking.

B. Asphalt Roofing Cement: ASTM D 4586, Type I or II

2.6 FLASHING FABRICATION

A. Form flashing to profiles indicated on Drawings and to protect roofing materials from physical damage and shed water.

C. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

2.7 ATTIC VENTILATION

A. CertainTeed Rolled Ridge Vent (28 lf) Filtered or Unfiltered

- 1 Shingle over low profile ridge vent designed with external baffle to deflect wind and weather over the vent. The external baffle creates low pressure over the vent openings to “pull” air from the attic.
- 2 Internal weather filter helps protect the attic from wind driven rain, snow, dust and insects.
- 3 Each vent will provide 12 sq inches of net free area per lineal foot.
- 4 Accommodates roof pitches of 3/12 to 20/12.
- 5 The vent carries an approval report with the Texas Department of Insurance
- 6 Limited Lifetime Warranty and 5-year Sure Start Protection.

B. CertainTeed Ridge Vent (4 lf) Filtered or Unfiltered, 9 in and 12 in. width.

- 1 Shingle over ridge vent designed with an external baffle to deflect wind and weather over the vent. The external baffle creates low pressure over the vent openings to “pull” air from the attic.
- 2 Internal weather filter helps protect the attic from wind driven rain, snow, dust and insects.
- 3 12” vent provides 18 sq inches of net free area per linear foot; 9” vent provides 16 sq inches of net free area per linear foot.
- 4 CertainTeed Ridge Vent is pre-formed to a 4/12 pitch, and fits pitches from 3/12 to 16/12.
- 5 Limited Lifetime Warranty and 5-Year SureStart™ Protection.

C. CertainTeed Intake Vent (4 lf)

- 1 Designed for homes with little or no intake ventilation in the soffit area.
- 2 Each vent has 9 sq inches of net free area per linear foot.
- 3 Minimum 3/12 roof pitch with no maximum.
- 4 Lifetime Limited Warranty; 5-Year SureStart™ Protection.

1. EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions under provisions of Section 01 70 00.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surfaces.
- C. Verify deck surfaces are dry and free of ridges, warps or voids.

3.2 ROOF DECK PREPARATION

- A. Follow shingle manufacturer's recommendations for acceptable roof deck material.
- B. Broom clean deck surfaces under eave protection and underlayment prior to their application.

3.3 INSTALLATION – EAVE ICE DAM PROTECTION

- A. Place eave edge and gable metal edge flashing tight with fascia boards. Weather-lap joints 2 inches (50mm). Secure flange with nails spaced 8 inches (200 mm) on center.
- B. Apply CertainTeed “WinterGuard” Waterproofing Shingle Underlayment as eave protection in accordance with manufacturer's instructions.
- C. Extend eave protection membrane minimum 24 inches (640 mm) up slope beyond interior face of exterior wall.

3.4 INSTALLATION – PROTECTIVE UNDERLAYMENT

- A. Roof Slopes between 2:12 and 4:12: Apply one layer of “WinterGuard” over all areas not protected by WinterGuard at eaves, with end and edges weather lapped minimum of 19 inches (480 mm) Stagger end laps each consecutive layer. Nail in place

- B. Roof Slopes between 2:12 and 4:12: Apply two layers of Roofer's Select or D4869 underlayment over areas not protected by WinterGuard at eaves, with ends and edges weather-lapped 19 inches (480 mm) .Stagger end laps each consecutive layer. Nail in place.
- C. Roof Slopes between 2:12 and 4:12 – Use of Diamond Deck Synthetic Roofing Underlayment. Follow manufacturer's printed instructions for low slope application of this product. Do not use staples on this product.
- D. Roof Slopes 4:12 or Greater: Install one layer of asphalt felt shingle underlayment perpendicular to slope of roof and lap minimum 4 inches (100 mm) over eave protection.
- E. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact or solvent-based cements with WinterGuard and Diamond Deck

3.5 INSTALLATION – VALLEY PROTECTION

- A. For “closed-cut,” “woven,” and “open” valleys, first place one ply of WinterGuard, minimum 36 inches (910 mm) wide, centered over valleys. Lap joints minimum of 6 inches (152 mm) Follow instructions of shingle and waterproofing membrane manufacturer.

3.6 INSTALLATION – METAL FLASHING

- A. Weather-lap joints minimum 2 inches (50 mm).
- B. Seal work projecting through or mounted on roof with asphalt roofing cement and make weather tight.

3.7 INSTALLATION – ASPHALT SHINGLE

- A. Install shingles in accordance with manufacturer's instructions for product type and application specified.

3.8 FIELD QUALITY CONTROL

- A. Field inspection will be performed under provisions of Section 01 45 16.
- B. Visual inspection of the work will be provided by Owner. If conditions are unacceptable, Owner will notify the Architect.

3.9 PROTECTION OF FINISHED WORK

- A. Protect finished work under provisions of Section 01 76 00.

B. Do not permit traffic over finished roof surface.

1st - PROPOSAL FORM – STANDING SEAM METAL ROOF

**HASELTON BARN ROOF INSTALLATION/ REHABILITATION
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE CONSTRUCTION SERVICES LISTED ABOVE

1. Construction Services:

Construction services for the project listed above.

\$ _____

Length of the warranty for labor shall be one year from the date of Project acceptance.

Length of the warranty for materials shall be one year from the date of Project acceptance.

The warranty shall include parts, labor, and travel to and from the site to remedy any warranty repairs.

The undersigned acknowledges:

That he/she is an authorized agent of the vendor submitting this proposal.

The receipt of the following addenda:

_____.

The firm submitting this bid has never defaulted on any municipal, state, federal or private contract.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."

The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

Company: _____

Signed by: _____

Printed or typed name: _____

Address: _____

Telephone number: _____ fax number: _____

Toll free number: _____ e-mail: _____

Cell phone number: _____

Primary point of contact: _____

Payment terms and conditions: _____

Please fill out, sign and return to:

Town of Hudson
Town Engineer
Mr. Elvis Dhima, P.E.
12 School Street, Hudson, NH 03051
603-886-6008; 603-594-1142 (Fax)
edhima@hudsonnh.gov

Due Date/Time: May 26, 2022, Not Later Than 10:30 AM

**2ND - PROPOSAL FORM – SHINGLE ROOF –LIMITED LIFETIME WARRANTY
(10 YEARS)**

**HASELTON BARN ROOF INSTALLATION/ REHABILITATION
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE CONSTRUCTION SERVICES LISTED ABOVE

2. Construction Services:

Construction services for the project listed above.

\$_____

Length of the warranty for labor shall be one year from the date of Project acceptance.

Length of the warranty for materials shall be one year from the date of Project acceptance.

The warranty shall include parts, labor, and travel to and from the site to remedy any warranty repairs.

The undersigned acknowledges:

That he/she is an authorized agent of the vendor submitting this proposal.

The receipt of the following addenda:

_____.

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The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

Company: _____

Signed by: _____

Printed or typed name: _____

Address: _____

Telephone number: _____ fax number: _____

Toll free number: _____ e-mail: _____

Cell phone number: _____

Primary point of contact: _____

Payment terms and conditions: _____

Please fill out, sign and return to:

Town of Hudson
Town Engineer
Mr. Elvis Dhima, P.E.
12 School Street, Hudson, NH 03051
603-886-6008; 603-594-1142 (Fax)
edhima@hudsonnh.gov

Due Date/Time: May 26, 2022, Not Later Than 10:30 AM

3RD -PROPOSAL FORM–SHINGLE ROOF–FOUR STAR WARRANTY (25 YEARS)

**HASELTON BARN ROOF INSTALLATION/ REHABILITATION
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE CONSTRUCTION SERVICES LISTED ABOVE

1. Construction Services:

Construction services for the project listed above.

\$ _____

Length of the warranty for labor shall be one year from the date of Project acceptance.

Length of the warranty for materials shall be one year from the date of Project acceptance.

The warranty shall include parts, labor, and travel to and from the site to remedy any warranty repairs.

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That he/she is an authorized agent of the vendor submitting this proposal.

The receipt of the following addenda:

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Signed by: _____

Printed or typed name: _____

Address: _____

Telephone number: _____ fax number: _____

Toll free number: _____ e-mail: _____

Cell phone number: _____

Primary point of contact: _____

Payment terms and conditions: _____

Please fill out, sign and return to:

Town of Hudson
Town Engineer
Mr. Elvis Dhima, P.E.
12 School Street, Hudson, NH 03051
603-886-6008; 603-594-1142 (Fax)
edhima@hudsonnh.gov

Due Date/Time: May 26, 2022, Not Later Than 10:30 AM

ADD ON /ALTERNATIVES

**HASELTON BARN ROOF INSTALLATION/ REHABILITATION
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE CONSTRUCTION SERVICES LISTED ABOVE

1ST ADD ON Services: \$ _____ / SQUARE _____

2ND ADD ON Services: \$ _____ / SQUARE _____

3RD ADD ON Services: \$ _____ / SQUARE _____

Length of the warranty for labor shall be one year from the date of Project acceptance.

Length of the warranty for materials shall be one year from the date of Project acceptance.

The warranty shall include parts, labor, and travel to and from the site to remedy any warranty repairs.

The undersigned acknowledges:

That he/she is an authorized agent of the vendor submitting this proposal.

The receipt of the following addenda:

_____.

The firm submitting this bid has never defaulted on any municipal, state, federal or private contract.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."

The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

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Signed by: _____

Printed or typed name: _____

Address: _____

Telephone number: _____ fax number: _____

Toll free number: _____ e-mail: _____

Cell phone number: _____

Primary point of contact: _____

Payment terms and conditions: _____

Please fill out, sign and return to:

Town of Hudson
Town Engineer
Mr. Elvis Dhima, P.E.
12 School Street, Hudson, NH 03051
603-886-6008; 603-594-1142 (Fax)
edhima@hudsonnh.gov

Due Date/Time: May 26, 2022, Not Later Than 10:30 AM

SPECIFICATIONS EXCEPTION FORM

**HASELTON BARN ROOF INSTALLATION/ REHABILITATION
TOWN OF HUDSON, NEW HAMPSHIRE**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Hudson to ferret out information concerning the materials, which you intend to furnish.

If your bid/quotation does not meet all of our specifications, you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the Town of Hudson may claim forfeiture on your proposal bond, if submitted.

Signed: _____

I DO meet specifications

Signed: _____

I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

Alternate Form W-9 <small>(rev 01/2011)</small>	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Name (as shown on your income tax return)	
Business name/disregard entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Exempt payee	<input type="checkbox"/> Limited Liability Company - Enter the tax classification (C= Corporation, S-S Corporation, P= Partnership)_ _ _ _ _ <input type="checkbox"/> Other (see instructions)
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord 41 Green Street Concord NH 03301
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. **Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social Security number -	Employer identification number -
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. Person	Date:
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. **Note.** If a requester give you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**“HASELTON BARN ROOF INSTALLATION/ REHABILITATION”
TOWN OF HUDSON, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, defend and save harmless the Town, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

Company_____

Taxpayer identification number_____

Authorized signature_____

Date_____

Address_____

Telephone_____

Toll-free number_____

Fax number_____

E-mail address_____

HASELTON BARN ROOF INSTALLATION/ REHABILITATION
Town of Hudson
Insurance Requirements for All Contractors

Additional Coverage is Required if Checked ***Minimum Limits Required***

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

- Occurrence
- Claims Made

Additional Coverage to Include

<input type="checkbox"/> Owners & Contractors' Protective – Limit	NA
<input type="checkbox"/> Underground/Explosion and Collapse	NA

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
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- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

<input type="checkbox"/> Garage Liability	NA
<input type="checkbox"/> Garage Keepers Legal Liability	NA

Workers Compensation

NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	\$1,000,000
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

<input type="checkbox"/> 1. Professional/Errors & Omissions	NA
<input type="checkbox"/> 2. Builders Risk – Renovation Form	
All Risk completed value form including Collapse	NA
Sublimit for Soft Cost Coverage	NA
<input type="checkbox"/> 3. Installation Floater (Equipment)	NA
<input type="checkbox"/> 4. Riggers Liability	NA
<input type="checkbox"/> 5. Environmental – Pollution Liability	NA
<input type="checkbox"/> 6. Aviation Liability	NA
<input type="checkbox"/> 7. Watercraft – Protection & Indemnity	NA

(X) **The Town of Hudson must be named as Additional Insured with respect to general, automobile and umbrella liability.**

NOTICE OF AWARD

Dated _____, 2022

TO: _____
(BIDDER)

ADDRESS: _____

OWNER'S PROJECT NO: _____

PROJECT: **HASELTON BARN ROOF INSTALLATION/ REHABILITATION**

OWNER'S CONTRACT NO: _____

CONTRACT FOR: **HASELTON BARN ROOF INSTALLATION/ REHABILITATION**

(Insert name of contract as it appears in the Bid Documents)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

Hudson – RFP 22

Lining Services for CSI Sewer Main

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is _____

Dollars (\$ _____).

4 (four) copies of each of the proposed Form of Agreement, and Performance and Payment Bond forms accompany this Notice of Award.

You must comply with the following conditions precedent within **five** days of receiving this Notice of Award.

1. You must deliver to the OWNER all of the fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Information for Bidders and General Provisions.
3. (List other conditions precedent).

List of suppliers

Performance Bond (1 copies)

Insurance Certificates (1 copies) - **Please note that in accordance with General Condition 2.1.2 of the Contract Documents, the Municipality must be named as additional insureds.**

Failure to comply with these conditions within the time specified will entitle **OWNER** to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after receipt of acceptable performance BOND, payment BOND and agreement signed by the party to whom the Agreement was awarded, the **OWNER** will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Town of Hudson
(OWNER)

By _____
(Authorized Signature)

(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

The _____ day of _____, 20 _____

By _____

Title _____

Copy to ENGINEER
 (Use Certified Mail, Return Receipt Requested)

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF LUMP SUM PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2022 by and between the Town of Hudson, 12 School Street, Hudson, NH (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

HASELTON BARN ROOF INSTALLATION/ REHABILITATION HUDSON, NEW HAMPSHIRE

ARTICLE 2 - ENGINEER

The Project is being managed by the Town Engineer with assistance from _____, 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 completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the Lump Sum Cost as shown on the Proposal Form (attached).

3.1 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that if the Work is not completed within the times specified, plus any extensions thereof allowed in accordance with the General Conditions, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the OWNER shall deduct from payments due the CONTRACTOR **Two Hundred and Fifty (\$250.00)** for each calendar day that expires past the date for each calendar day that expires after the Substantial Completion date specified, until said portions of the work have been completed. If payments due the CONTRACTOR are less than the amount of such liquidated damages, said damages shall be deducted from any other monies due or to become due the CONTRACTOR, and then the CONTRACTOR or his Surety shall pay the balance to the OWNER.

- 3.2 In addition to the above, if the Contract is not completed within the time specified and no extension of time is authorized by the OWNER, the CONTRACTOR shall indemnify the OWNER for costs to the OWNER of additional engineering work required during any such extension period.

ARTICLE 4 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions and Supplemental Conditions. Applications for Payment will be processed by ENGINEER as follows:

- Payment will be made within thirty (30) days of submittal

The Town waives any retainage requirement for this project. All payments to the Contractor will be based on the payment schedule noted above.

ARTICLE 5 - INTEREST

All monies not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda and the other related data identified in the Bidding Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional 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 CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Request for Proposal RFP 22.
- 7.2 Town of Hudson required contract forms:
- a.) Proposal Document
 - b.) Specifications Exception Form
 - d.) Alternate Form W-9
 - d.) Indemnification Agreement
- 7.3 Bid Bond.
- 7.4 Notice of Award.
- 7.5 This Agreement.
- 7.6 Performance Bond.
- 7.7 CONTRACTOR's Proposal.
- 7.8 Documentation submitted by CONTRACTOR prior to Notice of Award (pages __ to ____, inclusive).
- 7.9 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER Town of Hudson

CONTRACTOR _____

By: _____

By: _____

Print Name _____

Print Name _____

Title: _____

Title: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, duly authorized _____ of _____, a New Hampshire corporation, on behalf of same.

The foregoing instrument was acknowledged before me this ____ day of _____ 2022, by _____, duly authorized _____ of _____, a _____ corporation, on behalf of same.

Justice of the Peace/Notary Public

Justice of the Peace/Notary Public

Address for giving notices:

Address for giving notices:

Town of Hudson, 12 School Street,

Hudson, New Hampshire

(If OWNER is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Agreement.

NH License No.: _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: _____

(Words)

_____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2. All Bids are rejected by Owner, or
- 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state

in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Town of Hudson, NH

(Name of Owner)

12 School Street, Hudson, NH 03051

(Address of Owner)

hereinafter called **OWNER**, in the total aggregate penal sum of _____
_____ Dollars, \$ (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators' successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____ day of _____ 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

HASELTON BARN ROOF INSTALLATION/ REHABILITATION

Hudson, NH

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the **OWNER**, with or without notice to the Surety and during the one year guaranty period, and if the **PRINCIPAL** shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this _____ day of _____, 20 ____ .

ATTEST:

By: _____
(Principal) Secretary

(SEAL)

Principal

BY

(Address)

By: _____
Witness as to Principal

(Address)

(Surety)

ATTEST:

By _____
Witness as to Surety

(Address)

BY

Attorney - in - Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is Partnership, all partners should execute BOND

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