

TOWN OF ATKINSON  
HIGHWAY DEPARTMENT  
21 ACADEMY AVENUE  
ATKINSON, NH 03811

## INVITATION TO BID

### 2018 Guardrail Improvements

**The Town of Atkinson is inviting qualified contractors to bid materials and labor to install W-Beam guardrail and end sections with terminations.**

*Work Areas:*

Pope Road – 5 Total sections consisting of approximately 743ft +/-.

- 5 Single buffer end treatments
- 3 Type C Barrier end treatments

Lakeside Drive – 1 Total section consisting of approximately 280 ft +/-

- 1 Single buffer end treatment
- 1 Type C Barrier end treatments

*Scope of Work:*

Removal of existing guardrail system and stage on-site for later removal by the Town of Atkinson

- Town of Atkinson to supply traffic control flaggers
- Contractor to supply DOT traffic signage
- All work to conform to NH DOT Standards
- Scheduling to be approved by Town of Atkinson Road Agent

**The successful bidder is expected to provide Certificates of Insurance showing General Liability minimum of \$1,000,000 and Workers' Compensation coverage, and must include the Town of Atkinson as additional insured.**

**All bids must be submitted to the Selectmen's Office, 21 Academy Avenue, Atkinson, NH 03811, on or before 12:00 Noon, February 23, 2018. The Board of Selectmen reserves the right to reject any or all bids, in the best interest of the Town. For additional information, call Road Agent Ted Stewart at (603) 362-4010, or [Roadagent@atkinson-nh.gov](mailto:Roadagent@atkinson-nh.gov).**



TOWN OF ATKINSON  
HIGHWAY DEPARTMENT  
21 ACADEMY AVENUE  
ATKINSON, NH 03811

Bid Response Form

To: The Town of Atkinson

The undersigns proposes to furnish all labor and materials and or services required for the 2018 Guardrail Improvements located in the Town of Atkinson in accordance with the Bid Specifications for the price below:

This bid includes addenda numbers \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

The proposed Price for the 2018 Guardrail Improvements is: \$ \_\_\_\_\_.

\_\_\_\_\_ dollars and \_\_\_\_\_ Cents.

Unit prices (if any) are as follows:

1) \_\_\_\_\_ \$ \_\_\_\_\_

2) \_\_\_\_\_ \$ \_\_\_\_\_



TOWN OF ATKINSON  
HIGHWAY DEPARTMENT  
21 ACADEMY AVENUE  
ATKINSON, NH 03811

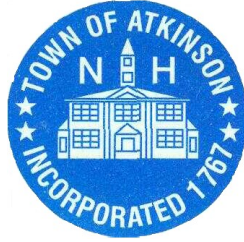
Add Alternates (if any) are as follows:

1) \_\_\_\_\_ \$ \_\_\_\_\_

2) \_\_\_\_\_ \$ \_\_\_\_\_

The undersigned agrees that if, he is selected as the lowest, responsible bidder, he will within five (5) business days excluding weekends and legal holidays after presentation thereof by the Town of Atkinson, execute a contract in accordance with the terms and conditions of this bid.

The undersigned agrees that, if he is selected as the lowest, responsible bidder, he will within \_\_\_\_\_ calendar days begin construction. Contractor also agrees that all work will be completed (weather permitting) within \_\_\_\_\_ ( ) working days excluding weekends and legal holidays, after beginning construction.



TOWN OF ATKINSON  
HIGHWAY DEPARTMENT  
21 ACADEMY AVENUE  
ATKINSON, NH 03811

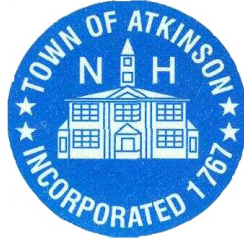
The undersigned agrees that all mechanics, laborers and other personnel employed by the Contractor will be paid in accordance with all applicable laws and to comply with all applicable rules and regulations stipulated under any and all such laws.

The undersigned hereby certifies that he is able to furnish any and all such labor, materials and or services required under this bid.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned is not presently debarred from doing work or supplying any type of services to the Town of Atkinson or the State of New Hampshire.

The undersigned agrees that all areas of Town property shall be properly protected and kept "safe" at all times. The Contractor shall keep the area clean of debris at all times.



TOWN OF ATKINSON  
HIGHWAY DEPARTMENT  
21 ACADEMY AVENUE  
ATKINSON, NH 03811

The undersigned agrees to submit specifications of the materials to be used in conjunction with the work including all manufacture's specifications and MSDS sheets prior to the commencement of any work.

The undersigned agrees that all payments shall be made to the contractor the Contract Sum in payments based on the percentage of completion of the Work less 10% retainage provided the Contractor is in complete compliance with all provisions of the contract.

The undersigned agrees that all Applications for payment shall be on a form acceptable to Town,. Contractor shall submit each application for payment no later than the 15<sup>th</sup> and 30<sup>th</sup> day of the month unless the Town has specified otherwise.

The undersigned agrees that Certificates of Insurance must be filed with Selectmen's Office prior to any application for payment. No requisitions for change orders will be recognized that have yet to be executed by the Selectmen's office.

The undersigned agrees that the Town shall make payments within ten (10) business days after receipt of application for payment for Contractor's Work. Faxed or emailed applications will be not considered valid for payment. Only original applications will be considered.

The undersigned agrees that in addition to the requirements or any other provisions, final payment shall not Become due until the Work is fully completed and accepted by Town and the Manufacture's warranty is in place and the Contractor has provided all project documentation including as-built drawings, warranties, waivers of liens and evidence satisfactory to the Town that all Contractor's bills and indebtedness for the project have been fully satisfied.

The undersigned agrees that no payment, including final, made under or in connection with this project shall be evidence of the performance of such Work, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release Contractor from any of its obligations

The undersigned agrees to supply the following with their bid:

1. Current Certificates of Liability and Workers' Compensation Insurances, with umbrella policy in accordance with the Town's requirements; (see attached)



**TOWN OF ATKINSON  
HIGHWAY DEPARTMENT  
21 ACADEMY AVENUE  
ATKINSON, NH 03811**

2. Proof of Contractor's "Certification" as an approved or certified installer from the manufacturer of the equipment proposed.

The undersigned agrees that Prior to starting Work, Subcontractor shall obtain and maintain insurance from a responsible insurer satisfactory to Contractor. Subcontractor's insurance shall apply to any Work furnished by or through Subcontractor for Contractor. It shall name Contractor as an additional insured on a primary and non-contributory basis to any other insurance carried by Contractor, under the subcontractor's General Liability, Auto Liability and Umbrella Liability coverages. This additional insured status shall also apply to completed operations coverage, and provide at least the following coverages and minimum limits:

Workmen's Compensation:

A. Employer's Liability:

- 1) Bodily Injury by Accident - \$500,000 each accident
- 2) Bodily Injury by Disease - \$500,000 Policy Limit
- 3) Bodily Injury by Disease - \$500,000 each Employee

B. Commercial General Liability Occurrence Coverage (ISO Form CG 00 01 or equivalent) including blanket Contractual Liability; Broad Form Property Damage; Explosion, Collapse and Undermining and Damage to Underground Property (X.C.U.); Premises-Operations, Independent Contractors (Sub-Let Work); and Completed Operations for a period of not less than one year following completion of Contractor's operation;

- 1) \$ 1,000,000 each occurrence
- 2) \$ 1,000,000 products and completed operations aggregate
- 3) \$ 1,000,000 general aggregate per project

C. Commercial Automobile Liability (CA 0001 or equivalent) covering all vehicles used in the course of the Work, including owned, non-owned and hired: (Subject to the following limits)

- i. Bodily injury including accidental death - \$ 1,000,000 each person
- ii. Bodily injury including accidental death - \$1,000,000 each occurrence
- iii. Property-Damage - \$1,000,000 each occurrence



TOWN OF ATKINSON  
HIGHWAY DEPARTMENT  
21 ACADEMY AVENUE  
ATKINSON, NH 03811

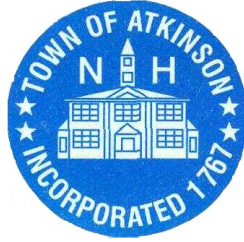
Or

- iv. Subject to the following limit: \$1,000,000 per occurrence for bodily injury and/or property damage combined.

Excess/Umbrella Liability Coverage, in excess of the Employer's Liability, General Liability and Auto Liability coverages shown above and subject to minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

- E. All Risk Insurance covering all tools and equipment, whether owned or rented; and all materials, whether stored or in transit, until incorporated into the Project.

**The undersigned further agrees that prior to starting Work, Contractor shall furnish to Town a current Certificate of Insurance, issued directly from the insurer, showing coverage and limits meeting or exceeding the minimum requirements and that Town or anyone else required are named as Additional-Insureds. The Certificate of Insurance shall also specify that no part of such insurance shall be modified, canceled or allowed to expire until at least 60 days after written notice is given to Town.**



**TOWN OF ATKINSON  
HIGHWAY DEPARTMENT  
21 ACADEMY AVENUE  
ATKINSON, NH 03811**

**Agreed to, Acknowledged and Accepted:**

**By:** \_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Printed Name of Authorized Signer**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City/State**

\_\_\_\_\_  
**Telephone**

\_\_\_\_\_  
**e-mail**

*Note: If bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if partnership, give full names and residential addresses of all partners, and if individual, give residential address it different from business address.*