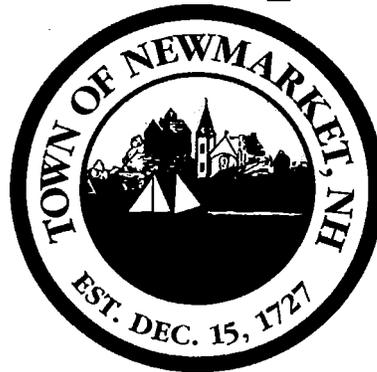


Town of Newmarket New Hampshire



Primary Digester Cover Reinstallation

**Newmarket Public Works Dept.
Environmental Services Division
4 Young Lane
Newmarket, NH 03857**

CONTRACT DOCUMENTS AND SPECIFICATIONS
For
Primary Digester Cover Reinstallation

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INVITATION TO BID

Sealed bid proposals, plainly marked, **Primary Digester Cover Reinstallation, Bid Proposal** _____ on the outside of the mailing envelope as well as the sealed bid envelope, addressed to the **Department of Public Works, 4 Young Lane Newmarket, New Hampshire, 03857**, will be accepted until **April 29th** at **2** p.m. local time, at which time all bids will be publicly opened and read aloud.

The work shall consist of the **Primary Digester Cover Reinstallation, including repair of the steel cover, repair of concrete tank supporting the cover and reinstallation of the cover.**

Completion date will be 30 calendar days from the date of the Notice to Proceed. Liquidated damages shall be assessed at **\$100.00 per day**. Bidders must determine the quantities of work required and the conditions under which the work will be performed. Specifications and bid proposal forms may be obtained from: **Department of Public Works. Questions may be directed to Sean Greig 603-659-8810.**

The Town of Newmarket reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the Town. Each Bidder shall furnish a bid security in the amount of ten percent (10%) of the bid. The Bid Security may be in the form of a certified check or a bid bond executed by a surety company authorized to do business in the State of New Hampshire, made payable to the Town of Newmarket, N.H.

INSTRUCTIONS TO BIDDERS BIDDING REQUIREMENTS AND CONDITIONS

1. Special Notice to Bidders

Appended to these instructions is a complete set of bidding and general contract forms. These forms may be detached and executed for the submittal of bids. The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not. The bidders must submit a statement of bidder's qualifications, if requested, subsequent to bid opening but prior to award.

2. Interpretation of Quantities in Bid Schedules

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

3. Examination of Plans, Specifications and Site Work

The bidder is expected to examine carefully the site of the proposed work, the plans, standard specifications, supplemental specifications, special provisions and contract forms before submitting a proposal. The submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials. Plans, surveys, measurements, dimensions, calculations, estimates and statements as to the condition under which the work is to be performed are believed to be correct, but the contractors must examine for themselves, as no allowance will be made for any errors or inaccuracies that maybe found therein.

4. Familiarity with Laws

The bidder is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the bidder shall discover any provision in the plans or specifications, which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it the engineer in writing.

5. Preparation of Proposal

a) The bidder shall submit its proposal upon the forms furnished by the Owner. The bidder shall specify a lump sum price in figures, for each pay item for which a quantity is given and shall also show the products of the respective prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of the several items. All words and figures shall be in ink or typed. If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink.

b) The bidder's proposal must be signed with ink by the individual, by one or more general partners of a partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and post office address must be shown, by a partnership the name and post office address of each general and limited partner

Standard Bid Specifications

must be shown; as a joint venture, the name and post office address of each venturer must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles and business addresses of the president, secretary and treasurer.

6. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the Owner's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any portion thereof is detached;
- If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or
- If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

7. Proposal Guaranty

No proposal will be considered unless accompanied by a bid bond, surety, or similar guaranty of the types and in an amount not less than the amount indicated in the invitation to Bid. All sureties shall be made payable to the "Town of Newmarket". If the bidder uses a bid bond it shall be:

- In a form satisfactory to the Owner;
- With a surety company licensed, authorized to do business in, and subject to the jurisdiction of the courts of the State of New Hampshire; and
- Conditioned upon the faithful performance by the principal of the agreements contained in the sub-bid or the general bid.

Standard Bid Specifications

In the event any irregularities are contained in the proposal guaranty, the bidder will have four business days (not counting the day of opening) to correct any irregularities. The corrected guaranty must be received by 4:00 p.m. If irregularities are not corrected to the satisfaction of the Owner, the Owner, in its sole discretion, may reject the bid.

8. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened.

9. Withdrawal of Proposals

A bidder will be permitted to withdraw his or her proposal unopened after it has been submitted if the Owner receives a request for withdrawal in writing prior to the time specified for opening the proposals.

10. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

11. Disqualification of Bidders

Any or all of the following reasons may be deemed by Owner in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- Evidence of collusion among bidders;
- Failure to submit all required information requested in the bid specifications;
- Contractor lacks a successful track record of five years or more in the field of wastewater construction, heavy construction and building construction similar to the work outlined in this Project; ***Primary Digester Cover Reinstallation***
- Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidders qualification or otherwise;
- Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded;
- Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- Default or unsatisfactory performance on previous contracts; or
- Such disqualification would be in the best interests of the Owner.

12. Material Guaranty and Samples

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, and the Owner may, in its sole discretion, reject the bid based on the contents of the statement or as a result of the failure of the bidder to submit the statement.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the total price for all sections of work and any such additional considerations as may be identified in the bid documents. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

2. Award of Contract

Within 30 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

3. Reservation of Rights

The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the Owner, the best interest of the Town of Newmarket will be promoted thereby. The Owner further reserves the right to modify the scope of work in the event that bids exceed budgeted amounts. The Owner reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the Owner. Without limiting the foregoing, award of this contract is contingent upon Owner obtaining prior to award all approvals necessary from the Town Council, impacted property owners, and/or regulatory agencies

4. Return of Proposal Guaranty

All proposal guaranties, except those of the three lowest bidders, will be returned upon request following the opening and checking of the proposals. The proposal guaranties of the three lowest bidders will be returned within ten days following the award of the contract if requested.

5. Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish:

- Performance and Payment bond in the sum equal to 100 percent of the contract amount.
- At the time of project completion, the Owner may, in its sole discretion, permit the Contractor to substitute a maintenance bond in lieu of holding retainage for the entire guaranty period. If a maintenance bond is furnished it shall meet the following criteria: The maintenance bond shall be in an amount equal to 20 percent of the contract amount. Such bond shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the contractor. The guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the Owner.

Each bond shall be: (1) in a form satisfactory to the Owner; (2) with a surety company licensed and authorized to do business and with a resident agent designated for services of process in the State of New Hampshire; and (3) conditioned upon the faithful performance by the principal of the agreements contained in the original bid. All premiums for the contract bonds are to be paid by the contractor.

6. Execution and Approval of Contract

The successful bidder is required to present all contract bonds, to provide proof of insurance, and to execute the contract within 10 days following receipt of the Town's notification of acceptance of the bid. No contract shall be considered as in effect until it has been fully executed by all parties.

7. Failure to Execute Contract

Standard Bid Specifications

Failure to execute the contract and file acceptable bonds within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the Town may exercise its reserved rights including the rejection of all bids or re-advertisement.

PROPOSAL FORM
Primary Digester Cover Reinstallation
TOWN OF NEWMARKET, N.H.

To the Town of Newmarket, New Hampshire, herein called the Owner.

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. All interested in the Bid as Principals are named herein.
2. A Bid Bond in the amount of 10% of the bid shall accompany this Bid.
3. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
4. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
5. The bidder has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the bidder has carefully read and examined the Drawings, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
5. The bidder understands that the quantities of work calculated in the Bid or indicated on the Drawings or in the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Town. Any such changes will not result in or be justification for any penalty or increase in contract prices; and agrees that, if the Bid is accepted the bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefore the following item prices, to wit:

Standard Bid Specifications

BID SCHEDULE

<i>Bid Item</i>	<i>Est. Qty.</i>	<i>Bid Item Description and Unit Price in Words</i>	<i>Unit Price in Figures (Dollars and Cents)</i>	<i>Extended Total in Figures (Dollars and Cents)</i>
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BASE BID – Primary Digester Cover Reinstallation

1	1 L.S.	Complete reinstallation of Primary Digester Cover including all demolition, repair work, piping, appurtenances and support systems, furnished and installed as shown: _____ Dollars and _____ Cents per L.S.	per _____ L.S.	_____
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TOTAL BASE BID PRICE:

(in figures) _____
 (in words) \$ _____ Dollars and
 _____ Cents

Award of Bid will be based on the Total Price in Words through compiled by the Bidder using the estimated quantities listed above. Where there is a discrepancy, words will govern over figures and unit prices will govern over extended totals.

To Bidder: It is the intention of this contract that the items listed above describe completely and thoroughly the entirety of the work as shown on the plans and as described in the specifications. All other items required to accomplish the above items are considered to be subsidiary work, unless shown as a pay item. The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, the bidder will accept compensation as stipulated therein.

Date: _____
 Company Name: _____
 Title: _____
 Signature: _____
 Business Address: _____
 Town, State, Zip Code: _____
 Telephone: _____

The Bidder has received and acknowledged Addenda No. _____ through _____

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

STATEMENT OF BIDDER'S QUALIFICATIONS
Supply with Bid

All questions must be answered and the data given must be clear and comprehensive. Add separate sheets if necessary:

1. Name of Bidder -
2. Permanent Main Office Address
3. Form of Entity –
4. When Organized -
5. Where Organized -
6. How many years have you been engaged in the contracting business under your present name; also state names and dates of previous firm names, if any.
7. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
8. General character of work performed by your company.
9. Have you failed within the last seven years to complete any work awarded to you? __(no)(yes). If so, where and why?
10. Have you defaulted on a contract within the last seven years?
 (no)_____ (yes). If so, where and why?
11. Have you ever failed to complete a project in the time allotment according to the Contract Documents?
 (no)_____ (yes). If so, where and why?
12. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year, completed.
13. List your major equipment available for this contract.
14. List your key personnel such as project superintendent and foremen available for this contract.
15. List any subcontractors whom you would expect to use for this project (unless all work is to be done by your own organization).

Latest Financial Statements: The Town reserves the right to request Bidders' latest Financial Statements. Certified audited statements if available, prepared by an independent certified public accountant, may be requested by Owner. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Certified Audited Statements are preferred. Internal statements may be used only if independent statements were not prepared.

STATEMENT OF BIDDER'S QUALIFICATIONS
(continued)

Dated _____ this ____ day of _____, 2011 .

Name of Bidder _____

BY: _____

TITLE: _____

STATE OF: _____

COUNTY OF: _____

_____ being duly sworn, deposes and says that the bidder is

_____ of _____
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this _____ day of _____, 2011

Notary Public

CONTRACT AGREEMENT

Primary Digester Cover Reinstallation

THIS AGREEMENT made as of the _____ day of _____ in the year **2011**, by and between the Town of Newmarket, New Hampshire (hereinafter call the Owner) and _____ hereinafter called the Contractor), WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I- Work - The Contractor shall perform all work as specified or indicated in the Contract Documents for the completion of the Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II - ENGINEER - The Town Engineer shall mean the Director of Public Works, or his authorized representative will act as engineer in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - The work will commence and finish in accordance with the Notice to Proceed.

ARTICLE IV - CONTRACT PRICE and PAYMENT- Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the Contract Price as shown in the Bid Proposal, subject to additions and deductions (such as retainage) provided for in the Contract Documents.

ARTICLE V - RETAINAGE — To insure the proper performance of this Contract, the Owner shall retain ten percent of the Contract Price as specified in the Contract Documents.

ARTICLE VI - LIQUIDATED DAMAGES - In event the Contractor fails to successfully complete the work within the specified contract time the Owner shall assess the Contractor liquidated damages in the amount of one hundred dollars (\$100.00) for each calendar day beyond the specified completion date. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

ARTICLE VII — CONTRACT DOCUMENTS — The Contract Documents, which comprise the contract between Owner and Contractor, are attached hereto and made a part hereof and consist of the following:

8.1 This Agreement

8.2 Contractor's Bid and Bonds

8.3 Notice of Award, Notice to Proceed

8.4 Instruction to Bidders

CONTRACT AGREEMENT (cont.)
PRIMARY DIGESTER COVER REINSTALLATION

8.5 General Requirements, Control of Work, Temporary Facilities, Measurement and Payment, Standard Specifications

8.6 Insurance Requirements

8.7 Standard and Technical Specifications

8.8 Drawings

8.9 Special Provisions

8.10 Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE VIII — TERMINATION FOR DEFAULT — Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE IX — INDEMNIFICATION OF OWNER — Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys' fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE X — PERMITS — The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable Town, State, and Federal laws, ordinances, rules and regulations.

ARTICLE XI — INSURANCE — The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

ARTICLE XII — MISCELLANEOUS —

A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.

B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.

D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.

CONTRACT AGREEMENT (con't)
PRIMARY DIGESTER COVER REINSTALLATION

E. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

BIDDER: _____

BY:

TITLE: _____

TOWN OF NEWMARKET, N.H.

BY: _____
Edward Wojnowski, Town Administrator

NOTICE OF INTENT TO AWARD

Date:

TO:

IN AS MUCH as you were the low responsible bidder for work entitled:

Primary Digester Cover Reinstallation

You are hereby notified that the Town intends to award the above referenced project to you. Immediately take the necessary steps to execute the Contract and to provide required bonds and proof of insurance within ten (10) calendar days from the date of this Notice. The Town reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

Town of Newmarket Newmarket,
New Hampshire

Edward Wojnowski
Town Administrator

NOTICE TO PROCEED

DATE:

Primary Digester Cover Reinstallation

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE WITH THE AGREEMENT DATED _____ WITHIN THIRTY (30) DAYS FROM THE NOTICE TO PROCEED.

TOWN OF NEWMARKET, N.H.

BY: Edward Wojnowski
TITLE: Town Administrator

ACCEPTANCE OF NOTICE
RECEIPT OF THE ABOVE NOTICE TO PROCEED IS HEREBY

ACKNOWLEDGED BY

This the _____ day of _____, 2011

By: _____

Title: _____

CHANGE ORDER
Primary Digester Cover Reinstallation

Change Order Number and Date of Issuance: _____

Owner: TOWN OF NEWMARKET, N.H

Contractor: _____

You are directed to make the following changes in the Contract Documents:

Purpose of Change Order:

Additional Work

Attachments:

CHANGE IN CONTRACT PRICE/CHANGE IN CONTRACT TIME Original _____

Contract Price: \$ _____

Original Completion Date: _____

Contract Price prior to this Change Order: _____

Contract Time prior to this Change Order: _____

Net Increase this Change Order: \$ _____

Net Increase this Change Order: _____ days

Contract Price with all approved Change Orders: \$ _____

Contract Time with all approved Change Orders: _____ days

APPROVED:

APPROVED:

by _____
Town Administrator

by _____
Contractor

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

_____ (Name of Owner)

_____ (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 _____ day of _____ 20 ____, a
copy of which is hereto attached and made a part hereof for the construction of:

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 _____ counterparts, each one of
(number)

which shall be deemed an original,
this _____ day of _____, 20 ____ .

ATTEST:

By: _____
(Principal) Secretary

(SEAL)

BY

Principal

(Address)

By: _____
Witness as to Principal

(Address)

ATTEST:

BY

By _____
Witness as to Surety

(Surety)

Attorney - in - Fact

(Address)

(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

LABOR AND MATERIAL PAYMENT BOND

(This format provided for convenience, actual Labor and Material Bond is acceptable in lieu, if compatible)

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS: that _____

as Principal, hereinafter called Contractor, and _____
(Surety Company) a corporation organized and existing under the laws of the State of _____
and authorized to do business in the State of New

Hampshire hereinafter called Surety, are held and firmly bound unto the Town of Newmarket, N.H.
Obligee, hereinafter called Owner, for the use and benefit of claimants

as herein below defined, in the amount of _____ Dollars
(\$ _____), for the payment whereof Principal and Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered
into a contract with Owner for in accordance with drawings and specifications prepared by the
XXXXXXX Department, Newmarket, N.H. 03857, which contract is by reference made a part hereof,
and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Principal shall promptly
make payment to all claimants as hereinafter defined, for all labor and material used or reasonably
required for use in the performance of the Contract and for the hire of all equipment, tools, and all other
things contracted for or used in connection therewith, then this obligation shall be void, otherwise it
shall remain in full force and effect, subject however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the Principal or, with a subcontractor of
the Principal for labor, material, equipment, or other things used or reasonably required for use in the
performance of the Contract. "Labor and material" shall include but not be limited to that part of
water, gas, power, light, heat, oil and gasoline, telephone service or rental of equipment
applicable to the Contract.

(2) The above named Principal and Surety hereby jointly and severally agree with the Owner that
every claimant as herein defined, who has not been paid in full before the expiration of a period of
ninety (90) days after the date on which the last of such claimant's work or labor was done or
performed, or materials were furnished by such a claimant, may sue on this bond for the use of such
claimant, prosecute the suit by final judgment for such sum or sums as may be justly due claimant, and
have execution

LABOR AND MATERIAL PAYMENT BOND (continued)

there on. The Owner shall not be liable for the payment of any such suit or arty costs or expenses of any such suit, and principal and surety shall jointly and severally indemnify, defend and hold the Owner harmless for any such suit, costs or expenses.

(3) No suit or action shall be commenced hereunder by any claimant:

(a) Unless Claimant, other than one having a direct contract with the Principal, shall have given notice to all the following:

The Principal, the Owner and the Surety above named, within six (6) calendar months after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the principal, Owner, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of New Hampshire save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased all work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a State court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere. (4) The amount of this bond may be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens that may be filed on record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

Signed and sealed this _____ day of _____, 20____
In the presence of:

BY:

(Witness) (Principal) (Seal)

(Surety Company)

BY: _____

(Witness) (Title) (Seal)

BY

LABOR AND MATERIAL PAYMENT BOND (continued)

Note: If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners. If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized Officer or Officers. If this bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his Power of Attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Agreement.

MAINTENANCE BOND

At the Owner's election, a maintenance bond may be substituted for retainage at the completion of the project. If the Owner permits a maintenance bond, it shall be in the amount of **Twenty Percent (20%)** of the contract price with a corporate surety approved by the Owner. Such bond shall be provided at the time of Contract completion and shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the Contractor. This guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the Owner.

CONTRACTOR'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned, a _____
(Notary Public, Justice of the Peace)

in and for said County and State personally appeared, _____
(Individual, Partner, or duly authorized representative of Corporate) who, being duly sworn, according
to law deposes and says that the cost of labor, material, and

equipment and outstanding claims and indebtedness of whatever nature arising out of the performance of the
Contract between TOWN OF NEWMARKET, NEW HAMPSHIRE

and _____ (Contractor)
of _____

Dated: _____

has been paid in full for Construction of: **Primary Digester Cover Reinstallation**

(Individual, Partner, or duly authorized representative of Corporate Contractor) Sworn to and subscribed

before me this _____ day of _____ 20 _____

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS that _____

(Contractor) of _____, County of _____ and

State of _____ does hereby

Acknowledge that _____ (Contractor)

has on this day had, and received from the TOWN OF NEWMARKET NEW HAMPSHIRE,
final and completed payment for the Construction of:

Primary Digester Cover Reinstallation

NOW THEREFORE, the said _____ (Contractor)
for myself, my heirs, executors, and administrators) (for itself, its successors and assigns) do/does by these
presents remise, release, quit-claim and forever discharge the Town of Newmarket, New Hampshire, its
successors and assigns, of and from all claims and demands arising from or in connection with the said
Contract dated and of and from all, and all manners of action and actions, cause and causes of action and
actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills,
specifications, covenants, contracts, agreements, promises, variances, damages, judgments, extents,
executions, claims and demand, whatsoever in law of equity, or otherwise, against the Town of
Newmarket, New Hampshire, its successors and assigns, which (I, my heirs, executors, or administrators)
(it, its successors and assigns) ever had, now have or which (I, my heirs, executors, or administrators)
(it, its successors and assigns) hereafter can shall or may have, for, upon or by reason of any matter,
cause, or thing whatsoever; from the beginning of record time to the date of these presents.

IN WITNESS WHEREOF,

Contractor:

_____ By: _____

print name of witness: _____ Its Duly Authorized _____

Dated: _____

GENERAL REQUIREMENTS

Primary Digester Cover Reinstallation

SCOPE OF WORK

1. INTENT OF CONTRACT

The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. The Contractor shall be required to conform to the intent of the plans and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the plans and specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.

2. INCIDENTAL WORK

Incidental work items for which separate payment is not measured includes, but is not limited to, the following items:

- a. All items are included in the lumpsum price and therefore any incidentals shall also be included in the bid price.
- b. Clearing, grubbing and stripping (unless otherwise paid for)
- c. Clean up
- d. Mobilization/Demobilization (unless otherwise paid for)
- e. Restoration of property
- f. Cooperation with other contractors, abutters and utilities.
- g. Utility crossings
- h. Minor items - such as replacement of fences, guardrails, rock wall, etc.
- i. Steel and/or wood sheeting as required.
- j. Accessories and fasteners or components required to make items complete and functional

3. ALTERATION OF PLANS OR OF CHARACTER OF WORK

The Owner reserves the right, without notice to Surety, to make such alterations of the plans or of the character of the work as may be necessary or desirable to complete fully and acceptably the proposed construction; provided that such alterations do not increase or decrease the contract cost. Within these cost limits, the alterations authorized in writing by the Owner shall not impair or affect any provisions of the Contract or bond and such increases or decreases of the quantities as a result from these alterations or deletions of certain items, shall not be the basis of claim for loss or for anticipated profits by the contractor. The contractor shall perform the work as altered at the contract unit price or prices.

4. EXTRA WORK ITEMS

Extra work shall be performed by the Contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the Contract documents or if such pay items are not applicable than at a price negotiated between the contractor and the Owner or at the unit bid price. If the Owner determines that extra work is to be performed, a change order will be issued.

5. CHANGE ORDERS

The Owner reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents.

6. FINAL CLEANING UP

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds. The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.

7. ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

Any provisions in any of the Contract Documents that may be in conflict with the paragraphs in these General Requirements shall be subject to the following order of precedence for interpretation.

1. Technical Specifications and Special Provisions will govern General Requirements.

CONTROL OF WORK

1. AUTHORITY OF OWNER

(a) All work shall be done under supervision of the Director of Public Works AND Water and Sewer Superintendent or his authorized designee and to his satisfaction. The Director of Public Works or his authorized designee will decide all questions that may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) The Director of Public Works or his authorized designee will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions. (c) The Owner reserves the right to demand a certificate of compliance for a material or product used on the project. When the certificate of compliance is determined to be unacceptable to the Director of Public Works or his authorized designee the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense (see Sample of Certificate of Compliance).

2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

(a) The Contractor shall use every precaution to prevent injury or damage to wires, poles, or other property of public utilities; trees, shrubbery, crops, and fences along and adjacent to the right-of-way, all underground structures such as pipes and conduits, within or outside of the right-of-way; and the Contractor shall protect and carefully preserve all property marks until an authorized agent has witnessed or otherwise referenced their location.

(b) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

(c) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

(d) The Contractor shall paint with tree paint all scars made on fruit or ornamental trees by equipment, construction operations, or the removal of limbs larger than one inch in diameter. Damaged trees must be replaced if so determined by the Director of Public Works, in his sole discretion.

(e) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the Owner, after 48 hours notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

(f) It is the intent of the Parties that the Contractor preserve, to as great an extent as possible, the natural features of the site.

3. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

4. SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

5. PERMITS

It will be the responsibility of the Contractor to obtain all permits required for the operation of equipment in, or on, all Town streets and public ways.

6. BARRICADES, WARNING SIGNS AND TRAFFIC OFFICERS

(a) The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roadway closed to traffic shall be protected by effective barricades. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to control and direct traffic in a proper manner, as approved by the Director of Public Works or his authorized designee.

(b) The Contractor will be held responsible for all damage to the work from traffic, pedestrians, animals or any other cause due to lack of adequate controlling devices. (c) The Contractor shall provide such police officers as the Police Chief deems necessary for the direction and control of traffic within the site of project. The work prescribed herein will not be paid for separately but will be paid for as part of the Contract Price unless specifically appearing as a bid item.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

A) Comprehensive General Liability: Bodily injury or Property Damage - \$2,000,000

Per occurrence and general aggregate
B) Automobile and Truck Liability: Bodily Injury or Property Damage - \$1,000,000

Per occurrence and general aggregate
Coverage requirements can be met with excess policies. Additionally, the Contractor shall purchase and maintain the following types of insurance:

A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.

B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability. C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the Town of Newmarket, New Hampshire as named Additional Insureds.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) Town of Newmarket shall be listed as a Certificate Holder. The Town shall be identified as follows:

Town of Newmarket
Attn: Town Administrator 186
Main Street

Newmarket, NH 03857

MEASUREMENT AND PAYMENT

1. MEASUREMENT OF QUANTITIES

(a) All work completed under the contract will be measured according to the United States standard measure.

(b) The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice. Unless otherwise stated all quantities measured for payment shall be computed or adjusted for "in place" conditions.

(c) Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the dimensions shown on the plans or ordered in writing.

(d) Structures will be measured according to lines shown on the plans or as ordered unless otherwise provided for elsewhere in the specifications.

(e) In computing volumes of excavation, embankment, and borrow, the average end area method will be used. Where it is impracticable to measure by the cross-section method, acceptable methods involving three-dimensional measurement may be used. When measurement of borrow in vehicles is permitted, the quantity will be determined as 80 percent of the loose volume.

(f) In computing volumes of concrete, stone and masonry, the prismatic method will be used. The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois.

(g) Except as specified below, all materials that are measured or proportioned by weight shall be weighed on scales which the Contractor has had sealed by the State or by a repairman registered by the Commissioner of Agriculture. All weighing shall be performed in a manner prescribed under the Rules and Regulations of the Bureau of Weights and Measures of the New Hampshire Department of Agriculture.

(h) Weighing of materials on scales located outside New Hampshire will be permitted for materials produced or stored outside the state, when requested by the Contractor and approved. Out-of-state weighing in order to be approved, must be performed by a licensed public weigh master or a person of equal authority in the state concerned on scales accepted in the concerned state.

(i) Each truck used to haul material being paid for by weight shall bear a plainly legible identification mark, and if required, shall be weighed empty daily at such times as directed.

(j) When material is weighed, the individual weight slips, which shall be furnished by the Contractor, for trucks, trailers, or distributors, shall show the following information: the date; the project; the material or commodity; the dealer or vendor; the Contractor or Subcontractor; the location of the scales; the vehicle registration number or other approved legible identification mark; the tare and net weights, with gross weights when applicable; and the weigher's signature or his signed initials.

(k) The right is reserved to weight any truck, trailer, or distributor, at locations designated, before and after making deliveries to the project.

(1) Bituminous materials will be measured by the gallon or ton.

(m) When material is specified to be measured by the cubic yard but measurement by weight is approved, such material may be weighed and the weight converted to cubic yards for payment purposes. Necessary conversion factors will be determined by the Owner.

(n) The term "lump sum" when used as an item of payment will mean complete payment for the work described in the item.

(o) When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories, so as to provide the item complete and functional. Except as may be otherwise provided, partial payments for lump sum items will be made approximately in proportion to the amount of the work completed on those items.

(p) Material wasted without authority will not be included in the final estimate.

2. SCOPE OF PAYMENT

(a) The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

(b) The Contractor shall be liable to the Owner for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work.

(c) No monies, payable under the contract or any part thereof, except the first estimate, shall become due or payable if the Owner so elects, until the Contractor shall satisfy the Owner that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said contract; and the Owner, if he so elects, may pay any and all such bills, in whole or in part, and deduct the amount of amounts so paid from any partial or final estimate, excepting the first estimate.

3. COMPENSATION FOR ALTERED QUANTITIES

(a) Except as provided for under the particular contract item, when the accepted quantities of work vary from the quantities in the bid schedule the Contractor shall accept as payment in full, so far as contract items are concerned, at the original contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursements therefore or from any other cause.

(b) Extra work performed will be paid for at the contract bid prices or at the price negotiated between the Owner and the Contractor if the item was not bid upon. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead and profit). Costs shall be substantiated by invoices and certified payrolls.

certified payroll.

4. FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the Director of Public Works or his authorized designee will make an inspection. If all construction provided for and contemplated by the contract is found complete to his satisfaction, this inspection shall constitute the final inspection and the Town Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection. If, however, the inspection discloses any work in whole or in part, as being unsatisfactory, the Director of Public Works or his authorized designee will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Director of Public Works or his authorized designee will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

5. ACCEPTANCE AND FINAL PAYMENT

(a) When the project has been accepted and upon submission by the Contractor of all required reports, completed forms and certifications, the Owner will review the final estimate of the quantities of the various classes of work performed. The Contractor may be required to certify that all bills for labor and material used under this contract have been paid.

(b) The Contractor shall file with the Owner any claim that the Contractor may have regarding the final estimate at the same time the Contractor submits the final estimate. Failure to do so shall be a waiver of all such claims and shall be considered as acceptance of the final estimate. From the total amount ascertained as payable, an amount equal to ten percent (10%) of the whole will be deducted and retained by the Owner for the guaranty period.

This retainage may be waived, at the discretion of the Town, provided the required Maintenance Bond has been posted. After approval of the final estimate by the Owner, the Contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the contract.

(c) All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

7. GENERAL GUARANTY AND WARRANTY OF TITLE

(a) Neither the final certification of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting wherefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the

work. The Owner will give notice of defective materials and work with reasonable promptness.

(b) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

7. NO WAIVER OF LEGAL RIGHTS

(a) Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or be stopped from recovering from the Contractor or his Surety, or both, such overpayment as it may sustain by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

(b) The Contractor, without prejudice to the Contract shall be liable to the terms of the Contract, shall be liable to the Owner for latent defects, fraud or such gross mistakes as may amount to fraud, and as regards the Owner's right under any warranty or guaranty.

8. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

Whenever the improvement provided for by the Contract shall have been completely performed on the part of the Contractor and all parts of the work have been released from further obligations except as set forth in his bond and as provided in Section 7 above.

SHOP DRAWINGS

If requested, the Contractor shall submit working and detail drawings, well in advance of the work, to the Director of Public Works or his authorized designee for review.

The Contractor's drawings shall consist of shop detail, erection and other working plans showing dimensions, sizes and quality of material, details and other information necessary for the complete fabrication and erection of the pertinent work.

The Contractor shall submit two sets of drawings to the Director of Public Works or his authorized designee. Prior to the approval of the drawings, any work done or materials ordered for the work involved shall be at the Contractor's risk. One set of the drawings will be returned to the Contractor approved or marked with corrections to be made. After approval has been given, the Contractor shall supply the Director of Public Works or his authorized designee with two sets of the revised detail working drawings.

The Director of Public Works or his authorized designee's approval of the Contractor's working drawings will not relieve the Contractor from responsibility for errors in dimensions or for incorrect fabrication processes, or from responsibility to complete the contract work.

TECHNICAL SPECIFICATIONS
SECTION 01010 SUMMARY OF WORK

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

A. The Contractor shall furnish all labor, equipment and materials necessary to install and construct the Primary Digester Cover Reinstallation project. Work of this Contract shall include, but now be limited to the following:

1. Repair existing Digester cover skirt to be reinstalled per plan.
2. Repair and construct existing concrete support per plan for installation of cover.
3. Reinstall primary digester cover and install new gas tight seal between tank and cover per plan and sketch.

1.2 CONTRACTOR'S RESPONSIBILITIES

A. The Contractor shall have the following responsibilities:.

1. Furnish all labor, material, equipment, survey control and incidentals as required to perform the work in its entirety as shown on the Construction Drawings and specified herewith.
2. Coordinate all construction activities, including bypass pumping or temporary power, as necessary, with the Owner.

3. Complete this construction project in accordance with the bid documents within the allotted time schedule and provide the required warranties.
4. Throughout the entire construction project the Contractor shall be responsible for all security and protection against vandalism. The costs associated with these security measures shall be at the General Contractor's expense as an incidental bid item. Vandalism costs shall be covered by the General Contractor's Insurance.
5. The Contractor is responsible for all applicable health and safety requirements during construction.
6. Any damage to existing structures, equipment and property, accepted equipment and structures, and property or work in progress by others; as a result of the Contractor's or subcontractors operations shall be repaired/restored by the Contractor at no additional cost to the Owner.
7. Coordinate all work with telephone and electrical utilities as necessary.
8. The work includes, but is not limited to, furnishing all materials, labor and equipment to perform the following activities:
 - a. Complete repair and reinstallation of Primary Digester Cover
 - b. Preparation and submittal of contract specified submittals
 - c. Preconstruction Conference
 - d. Project meetings (monthly or more often as necessary)
 - e. Construction safety and quality control
 - f. Temporary Utilities
 - g. Bypass pumping or other temporary systems
 - h. Project closeout

- i. Project record documents
- j. Startup services and operator training as required
- k. State and local permits, if applicable

1.3 ENUMERATION OF CONTRACT DOCUMENTS

A. Construction Drawings

- a. The Construction Drawings, which form a part of this contract, are included as a Drawings S-1 and S-2 and Figure S-3.

B. Project Manual

- a. The Project Manual , which forms a part of this contract, includes the following:
 - i. Bidding Requirements
 - ii. Contract
 - iii. Conditions of Contract
 - iv. Summary of Work
 - v. Drawings S-1 and S-2 and Figure S-3

PART 2 – PRODUCTS

(REFER TO ATTACHED DRAWINGS S-1 THROUGH S-3).

PART 3 – EXECUTION

1.1 WORK SEQUENCE

- A. It is the intention that work required to be completed under this contract is performed in an organized and workmanlike manner. Work shall be performed so as to avoid loss of treatment process efficiency. Construction areas shall be restored to the original conditions as soon as practical. Contractor shall be held responsible for scheduling work to meet these objectives. The contractor shall submit a proposed Sequence of Construction Plan to the Owner prior to initiating work.

1.2 SPECIAL REQUIREMENTS

- A. Contractor shall determine the lead time of all materials required and shall schedule and coordinate work to accommodate the delivery of equipment and materials.
- B. Any proposed change in the existing system status (pumps, valves, controls, etc.) shall be coordinated in advance with the Owner.

1.3 WORK RESTRICTIONS

- C. Work on the project will only be allowed between the hours of **7:00** a.m. and **3:30** p.m., excluding holidays and weekends, except during emergencies, unless requested in writing and approved by the Owner.

END OF SECTION