

Wentworth Watershed Association & the Town of Wolfeboro
Lake Wentworth Grant Project – Phase 4 – 2021

REQUESTS FOR BIDS/PROPOSALS

Due Thursday, September 9th, 2021, 2:00 p.m.

Please see Invitation to Bidders.

Contract documents consist of this package [Invitation to Bid, Bid Form, Statement of Bidder's Qualifications, Contract Agreement and Requested Contractor Statement Letter certifying ability to meet all Contract requirements including insurance limits and stating the availability and schedule proposed to complete the project (*please note your available start date and estimated duration of construction- the Owner's desire is to complete construction in the summer of 2021*), attached specifications.] and plans dated July 2021 by CEI.

Contractor's Bids to include:

1. Contractor Statement Letter
2. Completed, Signed Bid Form
3. Completed Statement of Bidder's Qualifications

INVITATION TO BIDDERS

Sealed proposals for construction of the Lake Wentworth Grant Project – Phase 4 – 2021 will be received via email by the Town of Wolfeboro, 84 South Main Street, Wolfeboro, NH 03894 attn. Kathryn Carpentier at financedirector@wolfeboronh.us on behalf of Wentworth Watershed Association and the Town of Wolfeboro until 2:00 PM EST on Thursday, September 9th, 2021 with a bid opening to follow at 3:00 PM EST. The Owner, reserves the right to reject any or all bids, to waive any informalities in the bidding and to accept the bid considered to be in the Owner's best interests.

The project consists of installation and stormwater improvements at the intersection of Fernald Ave and Fernald Crossing in Wolfeboro, NH 03894. Work includes installation of stormwater improvements, underground piping, and slope regrading as shown on plans dated July 2021 by CEI.

Prospective Contractors are allowed and strongly encouraged to visit the site to review the existing conditions, access, etc. with the proposed plans before submitting a proposal.

Drawings and Contract Documents are available electronically by phone request to 603-424-8444 ext. 305 or by emailing mlundsted@ceiengineers.com to receive PDFs by email.

Note: Permit applications for the proposed work are under review by the New Hampshire Department of Environmental Services (NHDES). No work can be performed prior to issuance of the permit(s). Should conditions of the permit change the work presented on the plans then the Town of Wolfeboro and the Wentworth Watershed Association will undertake mutually agreeable negotiations with the successful low bidder to come to resolution. Bidders shall bid on the information presented in the Contract plans and documents.

Complete instructions for filing are included in the RFP package. No Bidder may withdraw their Bid for a period of 60 days, excluding Saturdays, Sundays and legal holidays, after the actual date of the opening of Bids. Submission of a response does not guarantee award of work or a Contract.

BID FORM

PART 1 -LAKE WENTWORTH GRANT PROJECT - PHASE 4 - BASE BID ITEMS

NO.	DESCRIPTION	EST. QUANTITY	(WORDS)	UNIT BID PRICE	(FIGURES)	EXTENDED AMOUNT
	Mobilization				per	
1	Mobilize labor, equipment, materials inclusive. Measurement and payment to be as lump sum.	1 L.S.		Dollars	LS	
	Regrade Areas to Drain				per	
2	Provide all labor, equipment and excess materials required to grade all areas as shown on the plans. Repair any areas disturbed during construction as needed. Measurement and payment to be by lump sum.	1 LS		Dollars	LS	
	Leaching Catch Basins				per	
3	Incl. all labor, equip., mater., etc. incl. excavation, crushed stone and backfill. to install leaching catch basins. Repair any areas disturbed during construction as needed. Measurement and payment to be by each. See plan details for material requirements.	4 EA		Dollars	EA	
	12" HDPE Piping				per	
4	Incl. all labor, equip., mater., etc. incl. excavation, pipe, backfill, for and construction of HDPE overflow Piping. Repair any areas disturbed during construction as needed. Measurement and payment to be by linear foot. See plan details for material requirements.	140 LF		Dollars	LF	
	Subsurface Plunge Pool and Pipe Outlet				per	
5	Incl. all labor, equip., mater., etc. incl. excavation, pipe, riprap, filter fabric, backfill, for and construction of HDPE outlet piping and subsurface plunge pool. Repair any areas disturbed during construction as needed. Measurement and payment to be by lump sum. See plan details for material requirements.	1 LS		Dollars	LS	
	Erosion Control Barrier (ECB)				per	
6	Furnish and install silt sock as shown on plans, around staging areas and around stock piles. Measurement and payment to be by linear foot. See plan details for material requirements.	140 LF		Dollars	LF	
	Dewatering and Sedimentation				per	
7	Should excavation encounter water. Furnish and install sedimentation basin per detail as needed. Incl. hose, power, pumps, etc. to dewater, complete. Measurement and payment to be by lump sum.	1 LS		Dollars	LS	
	Contractor Name					
	Address					
	Address					
	Signed					

Total items 1-7: \$ _____

STATEMENT OF BIDDERS QUALIFICATIONS

NOTICE TO BIDDER: ALL QUESTIONS MUST BE ANSWERED IN SPACE PROVIDED, AND DATA GIVEN MUST BE CLEAR AND COMPREHENSIVE. THIS STATEMENT **MUST BE FILED WITH THE BID PROPOSAL**. FAILURE TO MEET THESE CONDITIONS WILL MEAN AUTOMATIC REJECTION OF THE BID PROPOSAL. THE BIDDER MAY SUBMIT ANY ADDITIONAL INFORMATION HE/SHE DESIRES.

INFORMATION SUPPLIED WILL BE USED SOLELY AS AN AID TO THE OWNER IN EVALUATING THE BIDDER'S QUALIFICATIONS AND IN SELECTING THE LOWEST RESPONSIBLE BIDDER.

1. CONTRACT FOR:

Lake Wentworth Grant Project - Phase 4 - 2021

2. NAME OF BIDDER/COMPANY: _____

3. PERMANENT MAIN OFFICE ADDRESS: _____

4. BUSINESS TELEPHONE NUMBER: _____

5. DATE WHEN ORGANIZED: _____

6. IF A CORPORATION, DATE OF
INCORPORATION: _____

STATE OF INCORPORATION: _____

PRESIDENT'S NAME: _____

VICE PRESIDENT'S NAME: _____

SECRETARY/CLERK'S NAME: _____

TREASURER'S NAME: _____

7. IF INDIVIDUAL OR PARTNERSHIP,
DATE OF ORGANIZATION: _____

NAME AND ADDRESS OF ALL PARTNERS:

8. NUMBER OF YEARS COMPANY HAS BEEN ACTIVELY ENGAGED IN THE
CONTRACTING BUSINESS UNDER PRESENT NAME: _____

9. CONTRACTS COMPANY IS CURRENTLY ENGAGED IN:

PROJECT IDENTIFICATION: _____

PROJECT DESCRIPTION: _____

CONTRACTING PARTY: _____

CONTACT PERSON: _____

TELEPHONE: _____

DOLLAR AMOUNT OF CONTRACT: _____

APPROXIMATE DATE OF COMPLETION: _____

PROJECT IDENTIFICATION: _____

PROJECT DESCRIPTION: _____

CONTRACTING PARTY: _____

CONTACT PERSON: _____

TELEPHONE: _____

DOLLAR AMOUNT OF CONTRACT: _____

APPROXIMATE DATE OF COMPLETION: _____

PROJECT IDENTIFICATION: _____

PROJECT DESCRIPTION: _____

CONTRACTING PARTY: _____

CONTACT PERSON: _____

TELEPHONE: _____

DOLLAR AMOUNT OF CONTRACT: _____

APPROXIMATE DATE OF COMPLETION: _____

PROJECT IDENTIFICATION: _____

PROJECT DESCRIPTION: _____

CONTRACTING PARTY: _____

CONTACT PERSON: _____

TELEPHONE: _____

DOLLAR AMOUNT OF CONTRACT: _____

APPROXIMATE DATE OF COMPLETION: _____

10. HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? IF SO, WHERE:

WHY:

11. HAVE YOU EVER DEFAULTED ON A CONTRACT? IF SO, WHERE:

WHY:

12. LIST COMPANY'S MAJOR EQUIPMENT AVAILABLE TO BE USED FOR THIS CONTRACT:

TYPE: _____ TYPE: _____

MODEL: _____ MODEL: _____

AGE: _____ AGE: _____

CONDITION: _____ CONDITION: _____

OWN/RENT: _____ OWN/RENT: _____

TYPE: _____ TYPE: _____

MODEL: _____ MODEL: _____

AGE: _____ AGE: _____

CONDITION: _____ CONDITION: _____

OWN/RENT: _____ OWN/RENT: _____

BIDDER MAY SUBMIT ADDITIONAL LIST OF EQUIPMENT ON SEPARATE SHEET.

13. A. NUMBER OF YEARS EXPERIENCE IN PERFORMING WORK OF THIS NATURE _____

13. B. LIST THE CITIES AND TOWNS THE COMPANY HAS PROVIDED THIS TYPE OF WORK FOR WITHIN THE PAST THREE (3) YEARS. INCLUDING NAMES AND TELEPHONE NUMBERS OF THE CONTACT PERSON.

PROJECT IDENTIFICATION: _____

PROJECT DESCRIPTION: _____

CONTRACTING PARTY: _____

CONTACT PERSON: _____

TELEPHONE: _____

DOLLAR AMOUNT OF CONTRACT: _____

APPROXIMATE DATE OF COMPLETION: _____

PROJECT IDENTIFICATION: _____

PROJECT DESCRIPTION: _____

CONTRACTING PARTY: _____

CONTACT PERSON: _____

TELEPHONE: _____

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PROJECT DESCRIPTION: _____

CONTRACTING PARTY: _____

CONTACT PERSON: _____

TELEPHONE: _____

DOLLAR AMOUNT OF CONTRACT: _____

APPROXIMATE DATE OF COMPLETION: _____

PROJECT IDENTIFICATION: _____

PROJECT DESCRIPTION: _____

CONTRACTING PARTY: _____

CONTACT PERSON: _____

TELEPHONE: _____

DOLLAR AMOUNT OF CONTRACT: _____

APPROXIMATE DATE OF COMPLETION: _____

14. LIST CONTRACTING BACKGROUND AND EXPERIENCE OF THE PRINCIPAL MEMBERS OF THE ORGANIZATION. INCLUDING THE OFFICERS:

Contract Agreement

This agreement is executed as of the _____ day of _____, 2021 by and between the Wentworth Watershed Association and the Town of Wolfeboro acting by and through Tavis Austin (hereinafter called the "Owner") and _____ (hereinafter called the "Contractor").

Witnesseth, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised, and agreed to do hereby undertake, promise, and agree, the Contractor for him/herself and his/her heirs, executors, administrator, successors and assigns, as follows:

The Contract Documents - The Contractor's quote for construction of **Lake Wentworth Grant Project – Phase 4 – 2021** as accepted by the Owner, the agreement, the drawings and all addenda and amendments to any of the foregoing collectively constitute the contract documents, and are sometimes herein referred to as the "contract".

Obligations and liability of Contractor - The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant machinery, apparatus, appliances, tools, supplies, and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the work in the manner and within the time hereinafter specified, in strict accordance with the drawings, specifications, and other contract documents, in conformity with the directions and to the satisfaction of the Owner or designee, and at the prices herein agreed upon therefore.

All parts of the work and all figures; equipment, apparatus and other items indicated on the drawings and not mentioned in the specifications, or vice versa, and all work and material usual and necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for both by the drawings and by the Specifications.

The Contractor shall coordinate his/her operations with those of any other Contractors who may be employed on other work of the Owner, shall avoid interference therewith and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct his/her work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he/she shall maintain fences, furnish watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property and/or as specified under "special conditions".

The Contractor shall indemnify and save harmless the Owner and their officers, agents, servants and employees, from and against any and all claims, demands, costs and expenses, including attorney's fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his/her officers, agents, servants or employees, any of his/her sub-contractors, the Owner, or any of their respective officers, agents, servants or employees and/ or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does

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hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Owner, his/her officers, agents, servants, or employees, against any such damages occasioned solely by defects in maps, plans, drawings, designs or specifications prepared, acquired or used by the Owner and/or solely by the negligence or fault of the Owner.

The Contractor shall have complete responsibility for the work and the protection thereof, and for preventing injuries to persons and damage to the work and property and utilities on or about the work, Until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the Owner to give permission or directions given, or by failure of the Owner to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damage on account of the quantity or character of the work or the nature of the land except subsurface conditions on which the work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

Should concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, or should unknown physical conditions below the surface of the ground or should

Concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, be encountered, the Contract Sum shall be equitably adjusted by change order upon claim by either party made within twenty days after the first observance of the conditions.

The Contractor shall conduct his/her operations so as not to damage existing structures or work installed either by him/her or by other Contractors. In case of any such damage resulting from his/her operations, he/she shall repair and make good as new the damaged portions at his/her own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall be liable for the damage caused.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his/her sub-contractor, their officers, agents, servants and employees as he/she is for his own acts and omissions and those of his/her own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other Contractor or any sub-contractor of any such other Contractor, the Contractor shall have no claim against the Owner therefore, other than for an extension of time, but shall have recourse solely to such other Contractor or sub-contractor.

If any Contractor or any sub-contractor of any such other Contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his/her sub-contractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other Contractor or sub-contractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such

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other Contractors or sub-contractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings. Liabilities. Judgements, awards, losses, damages, costs and expenses, including attorney's fees, arising out of, relating to, or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him/her in connection with the work or his/her operations under the agreement and/or the other Contract documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the work.

The Owner or designee, shall make all necessary explanations as to the meaning and intention of the specifications, shall give all orders and directions contemplated herein or thereby and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this contract.

No Saturday or Sunday work will be permitted, except in case of emergency and then only with the written consent of the director of the Owner and to such extent as he/she may judge to be necessary. The Contractor shall rigorously prohibit the committing of nuisances about the work or upon adjacent private property.

Supervision of work - The Contractor shall be solely responsible for supervision of the work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the Owner or designee in every way possible.

At all times, the Contractor shall have as his/her agent on the work, a competent superintendent capable of reading and thoroughly understanding the drawings and specifications with full authority to execute the directions of the Owner or designee without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. If, in the opinion of the director the superintendent proves incompetent, the Contractor shall replace him/her with another person approved by the Director of the Owner or designee. Such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the work.

Provisions required by law deemed inserted - Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

Not to sublet or assign - The Contractor shall constantly give his/her personal attention to the prosecution of the work, shall keep the same under his/her personal control, shall not assign the Contract or sublet the work or any part thereof without the previous written consent of the Owner, and shall not assign any of the monies payable under the contract, or his/her claim thereto, unless by and with the written consent of the Owner and any guarantor. Any assignment or subletting in violation hereof shall be void and unenforceable.

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Time for completion - The rate of progress shall be such that the Work shall be performed and completed within **60 days** from notice to proceed except as otherwise expressly provided herein or amended by mutual agreement between the parties.

It is agreed that the rate of progress herein required has been purposely made low enough to allow nor the ordinary and foreseeable delays incident to construction work of this character. No extension of time will be given nor ordinary and foreseeable delays, inclement weather, or accidents, and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the work within the stipulated time limit.

If delays are caused by acts of god, acts of government, unavoidable strikes, extra work, or other causes or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the work, provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the Owner in writing, of the cause and

Particulars of the delay - Upon receipt of such notification, the Owner shall review and evaluate the cause and extent of the delay. If, under the terms of the **Contract Agreement**, the delay is properly excusable, the Owner will, in writing, appropriately extend the time for completion of the work (this paragraph will be interpreted to include delays in receipt of equipment as properly excusable, provided that the Contractor placed his/her order and submitted shop drawings for such equipment after promptly execution of the contract, that he/she has shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry.) The Contractor agrees that he/she shall not have or assert any claim for nor shall he/she be entitled to any additional compensation or damages on account of such delays.

Insurance - Before starting and until final completion and acceptance of the work and expiration of the guarantee period the Contractor shall procure and maintain insurance of the types specified in paragraphs (A) to (G), inclusive, below, and to the limits for this insurance as specified below whether such operations be by himself/ herself or by any sub-contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance shall be obtained from companies satisfactory to the Owner.

The following types of insurance shall be provided:

- (A) Workman's compensation and Employers liability insurance as specified by State and Federal Law;
- (B) Bodily injury insurance for operations and completed operations and Contractor's protective bodily injury insurance;
- (C) Property damage insurance for operations and completed operations and Contractor's protective property damage insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse or structural injury to any building or structure except those on which work under the Contract is being

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done. Blasting and explosion coverage shall be obtained if there is a need for blasting and shall not be performed until such insurance has been secured;

- (D) Bodily injury insurance covering the operation of all motor vehicles owned by the Contractor;
- (E) Property damage insurance covering the operation of all motor vehicles owned by the Contractor;
- (F) Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work;
- (G) Contractual liability insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and liability of Contractor" (indemnification) of this certificates from the Contractor's insurance carriers stating the coverages provided. Limits of liability and expiration.

Renewal certificates must be furnished by the Contractor prior to expiration dates of any of the initial insurance.

The **Owner** shall be notified in writing of cancellation or restrictive amendment at least thirty (30) days prior to the effective date.

No insurance required or furnished, hereunder, shall in any way relieve the Contractor of, or diminish any of, his/her responsibilities, obligations and liabilities under the contract.

Public liability	- \$1,000,000. Each occurrence/\$1,000,000. Annual aggregate combined single limit (bodily injury and property damage)
Automobile liability	- \$500,000./\$1,000,000. Bodily injury - \$500,000. Property damage liability
Workers' compensation	- Statutory
Employers liability	- \$500,000.

Insurance coverage similar to that required of the Contractor shall be provided by or on behalf of all sub-contractors to cover their operations performed under the agreement. The Contractor shall be held responsible for any modifications in these insurance requirements as they apply to sub-contractors.

Compliance with laws - The Contractor shall keep him/herself fully informed of all existing and current federal, state, and local laws, ordinances, rules and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees and other requirements of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the drawings,

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specifications or other Contract Drawings in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Owner in writing. The Contractor shall at all times observe and comply with, and cause all his/her agents, servants, employees and sub-contractors to observe and comply with all such laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Owner, its officers, agents, servants and employees, from and against any and all costs and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his/her agents, servants, employees or subcontract.

Interference with and protection of streets - The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he/she shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Owner and to the proper authorities.

Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the police and fire departments in writing, with a copy to the Owner, if the closure of a street or road is necessary. He shall cooperate with the police department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

Permits - The Contractor shall, at his/her own expense, take out and maintain all necessary permits from the state, county, Town of Wolfeboro, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the work.

Delay by Owner - The Owner may delay the beginning of the work or any part thereof if the necessary lands or rights-of-way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to an extension of time as hereinbefore provided.

Liquidated damages - In case the Contractor fails to complete the work satisfactorily on or before the date of completion fixed herein or as duly extended as hereinbefore provide, the Contractor agrees that the Owner shall deduct from the payments due the Contractor, the sum of **\$50.00** for each calendar day of delay, which sum is agreed upon, not as a penalty, but as fixed and liquidated damages for each day of such delay. If the 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, in case such damages shall exceed the amount of all money due or to become due the Contractor, the Contractor or his/her surety shall pay the balance to the Owner.

Intoxicating liquors - The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work.

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Examination of work - The Owner or designee shall be furnished by the Contractor with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the contract, even to the extent of requiring the uncovering or taking down portions of finished work by the Contractor.

Defective work - Until acceptance and during the applicable guarantee period thereafter, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the contract or applicable guarantee and shall pay to the Owner all resulting costs, expenses, losses or damage suffered by the Owner.

Extra work - The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by Owner at unit prices stipulated in the Contract for such work or, if none are so stipulated, either (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Owner, so elects, for the reasonable cost of such work, as determined by the Contractor and approved by the Owner, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the Owner.

The cost of extra work done under (b) above shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental of all machinery and equipment used on the extra work for the period of such use. At the request of the Owner, the Contractor shall furnish itemized statements of the cost of the extra work ordered as above and give the Owner access to all records, accounts, bills, vouchers, and correspondence relating thereto.

The fair rental for all machinery and equipment shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment", published by the Associated Equipment Distributors, or a similar publication approved by the Owner.

The Contractor shall not include in the cost of extra work any cost or rental of small tools, building, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff to the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor shall add 15 percent to cover his overhead, use of capital, the premium of the Bonds as assessed upon the amount of this extra work, and profit.

Abandonment of work or other default - If the work shall be abandoned or any part thereof shall be sublet without previous written consent of the Owner, or the contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Owner shall be of the opinion and shall certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the

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bankruptcy act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the surety, to discontinue all work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Owner may designate; and the Owner may, upon giving such notice, by contract or otherwise as it may determine, complete the work or such part thereof and charge the entire cost and expense of so completing the work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Owner any losses, damages, costs and expenses, including attorney's fees. Sustained or incurred by the Owner for reason of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any Contractors employed by the Owner take possession of and use cause to be used any and all materials equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the work.

All costs, expenses, losses, damages, attorney's fees and any and all other charges incurred by the Owner under this subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any monies due or payable or to become due or payable under the contract to the Contractor; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorneys' fees and other charges together with all payments heretofore made to or for the account of the Contractor are less than the sum which would have been payable under the contract if the work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, up to the amount of monies which were due and payable to the Contractor at the time of the abandonment of the work or other default and, in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

Progress estimates - Once a month, except as hereinafter provided, the Owner or designee shall make an estimate in writing of the total amount and value of the work done to the first of the month by the Contractor. The Owner shall retain ten (5%) percent of estimated value, as part security for fulfillment of the contract by the Contractor and shall deduct from the balance all previous payments made to the Contractor, all sums chargeable against the Contractor and all sums to be retained under the provisions of the contract. The Owner shall pay monthly to the Contractor the balance not deducted and/or retained as aforesaid, except that payment may be withheld at any time if, in the judgement of the Owner, the work is not proceeding in accordance with the contract. If the Owner deems it expedient to do so, it may cause estimates and payments to be made more frequently than one in each month.

No progress estimate or payment need be made when, in the judgement of Owner or designee, the total value of the work done since the last estimate amounts to less than the amount set forth.

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Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component parts together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the contract price for the item. This schedule shall be submitted by the Contractor for and must have the approval of the Owner before the first estimate becomes due.

If the Owner or designee determines that the progress of the work will be benefitted by the delivery to the site of certain materials and equipment when available, in advance of actual requirement therefore and if such materials and equipment are delivered and properly stored and protected, the cost to the Contractor or sub-contractor as established by invoices or other suitable vouchers satisfactory to the Owner or designee, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the Contractor to the director of the Owner or designee at the same time a bill of sale in form satisfactory to Owner, transferring and assigning to the Owner full Ownership and title to such materials or equipment.

Payment - As soon as practicable the Owner shall make a final payment which includes retainage of monies from all previous payments made to the Contractor of work done.

The Owner shall pay to the Contractor the entire amount earned and due hereunder after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the contract. Except as in this subsection otherwise provided, such payment shall be made not later than thirty (30) days after but in no event before, the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable lien law, or, if such time is not specified by law, the expiration of thirty (30) days after the completion of the Owner final estimate.

All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment.

Liens - If at any time any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Owner shall have the right to retain from any monies payable hereunder an amount which in its sole judgement, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

Claims - If, at any time, there be any evidence of any claim for which the Contractor is, or may be, liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any monies which would otherwise be payable hereunder so much thereof, as, in its sole judgement, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

Guarantee - The Contractor guarantees that the work and services to be performed under the contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the drawings, specifications and other contract documents, that the strength

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of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled.

The Contractor shall execute his/her own written guarantee to the Owner warranting all work done under this contract, to be done in a good and workmen like manner and to be perfect for a guarantee period of one (1) year from the date of final completion of the work contemplated in this contract and acceptance of the work as stated in the final estimate. Any imperfections as a whole or in part, by reason of defective materials of workmanship shall be made good to the satisfaction of the Owner at the Contractor's expense.

Retain money for repairs - The Owner may retain out of the moneys otherwise payable to the Contractor one percent (1%) of the amount, for a 365 day period and may expend the same plus any interest which has accrued, in the manner hereinafter provided, in making such repairs, corrections or replacements in the work as the Owner, in its sole judgement, may deem necessary.

Repair, correction or replacement - If at any time, within the said period of guarantee, any part of the work, in the opinion of the Owner, requires replacing, correcting, or repairing, or damage to other property of the Owner is caused by any defect in the work, the Owner may notify the Contractor in person and/or by writing to make the required repairs, corrections, or replacements. If the Contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Owner within five (5) days from the date of giving or receipt of such notice, or having commenced, fails to prosecute such work with diligence, the Owner may employ other persons to make the same. The Owner shall pay the cost and expense of the same out of the amounts retained for that purpose. Upon the expiration of the said period of guarantee, provided that the work at the time is in good order, the Contractor will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expense of making said repairs, corrections and replacements, in the manner aforesaid, have been paid therefrom.

Legal address of Contractor - The Contractor's business address and his/her office at or near the site of the work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the post office department or the delivery at either designated address of any letter, notice or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor and delivered to the Owner. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

Cleaning up - The Contractor at all times shall keep the site of the work free from rubbish and debris caused by his/her operations under the contract. When the work has been completed, the Contractor shall remove from the site of the work all of his/her plant, machinery, tools, construction equipment, temporary work, and surplus materials so as to leave the work and the site clean and ready for use.

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In witness whereof, the parties to the foregoing contract hereunto set their hands and seals as of the date first written above.

Owner:

Contractor:

(type or print name of Contractor)

(signature, title)

(signature, title)

seal:

(if Contractor is a corporation,
affix seal here)

Attest

Attest

Address for giving notices

Address for giving notices

Contract Agreement

Contractor's Guarantee

Whereas _____

Of _____

Herein called "the Contractor" has completed construction on the following project:

Owner _____

Address of Owner _____

Title of project: _____

Location: _____

Date of completion: _____

Date guarantee expires: _____

Whereas, at the inception of such work the Contractor agreed to guarantee the construction against faulty materials or workmanship for a limited period and subject to the conditions set forth:

Now, therefore, the Contractor hereby guaranteed, subject to the conditions herein set forth, that during a period of (1) year from the date of completion of said construction, it will, at its own cost and expense, following receipt of written notice, make or cause to be made such repairs to said construction resulting solely from faulty construction or defects in materials or workmanship applied by or through the Contractor as may be necessary to maintain the construction in defect-free condition.

This guarantee is made subject to the following conditions:

- 1.) Specifically excluded from this guarantee is any and all damage caused by the following: acts of god; defects or failure of materials not installed by the Contractor; faulty construction other than that installed by or for the Contractor; or fire. If the construction is damaged by reason of any of the foregoing, this guarantee shall thereupon become null and void for the balance of the guarantee period unless such damage is repaired by the Contractor at the expense of the party requesting such repairs.
- 2.) This guarantee shall not be or become effective unless and until the Contractor has been paid in full for all his work.
- 3.) The undersigned agrees to bear the expense of examination and repair of any construction defects due to improper application as specified above, and the Owner is to bear expense if resulting from other cause or causes. In such latter event, the Owner agrees to make payment of

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appropriate charge within thirty (30) days after billing, failing which, this guarantee shall be null and void.

4.) This guarantee runs in favor of Owner only and is not transferable.

In witness whereof, this instrument has been duly executed this
_____ DAY OF _____, 20__

NAME OF GENERAL CONTRACTOR

AUTHORIZED NAME AND TITLE

SIGNATURE

Contract Agreement

CONTRACTOR QUOTE

Contract Agreement

INSURANCE CERTIFICATES