

**March 2022**

**INVITATION TO BID**

**Installation of Erosion Control Measures at Balmoral Beach,  
Moultonborough, NH**

The Lake Winnepesaukee Association (LWA) invites interested contractors to submit a proposal for the installation of erosion control measures to defend the shoreline from displacement into Lake Winnepesaukee. Coir logs will be installed and staked in to provide bank stability and a bio retention soil mix will be backfilled on the shore side of the coir logs to provide root cover and growing media. The construction work must conform to the plans and specifications noted on the site plan titled SHORELINE EROSION MITIGATION, BALMORAL BEACH FINAL DESIGN, UNH STORMWATER CENTER, and dated 12/6/2017. All work must be completed per the construction notes outlined on the plan and shall follow General Conditions, Division VI.

All proposals must be submitted on forms supplied by LWA and all costs submitted shall be broken down for each item. No additional compensation shall be made by the LWA. Payment for services rendered on this project will not be approved until completion of the work as approved by the Project Manager and the landowner. Questions concerning this project may be directed to Pat Tarpey, Project Manager, Lake Winnepesaukee Association, P.O. Box 1624, Meredith, NH 03253, 603-581-6632, ptarpey@winnepesaukee.org. Two signed, original copies of the bid proposal must be provided to LWA by **4:00 pm on Monday, April 4, 2022**. This project is partially funded by a grant from the NH Department of Environmental Services (NHDES) through the Watershed Assistance Section with Clean Water Act Section 319 funds from the US Environmental Protection Agency (EPA).

The LWA reserves the right to reject any and all proposals not conforming to the "Scope of Work" and "Specifications" or deemed not to be in the best interests of LWA or the Balmoral Improvement Association (BIA). The contractor may choose to provide costs for each of the Options listed in this proposal. The LWA may award the bid items at its discretion. LWA Project Manager, BIA, and NHDES staff will evaluate the bids. The contract shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. During bid evaluation, consideration shall be given to such matters as contractor integrity, record of past performance on similar projects, financial and technical resources or accessibility to other necessary resources.

The successful contractor must submit proof of liability and worker's compensation within (5) five days of the bid award, as set forth in Division V of the "Specifications". If approved, the successful contractor should be available to start in May 2022.

Sealed Bid proposals must be clearly marked "Bid Proposal for the Balmoral Improvement Association Project – Mitigation of Shoreline Erosion" and be received not later than **4:00 pm on Monday, April 4, 2022**, by mail to the LWA at P.O. Box 1624, Meredith, NH 03253 or hand delivered to the LWA office at 1934 Lakeshore Road, Unit 207, Gilford, NH. Emailed copies or faxed proposals will not be reviewed.

**NON-DISCRIMINATION IN EMPLOYMENT**

Contracts for work under this proposal obligate the contractors and sub-contractors not to discriminate in employment practices.

Bidders shall, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of contract.

## Balmoral Improvement Association Shoreline Erosion Mitigation Project

Successful bidders shall, if requested, submit a list of all subcontractors who will perform work on the project, and written signed statements from authorized agents of labor pools with which they will or may deal for employees on the work together with supporting information to the effect that such labor pools' practices and policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract or, a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish them prior to award of the contract.

Successful bidders must be prepared to comply in all respects with the contract provisions regarding non-discrimination.

### **BID AND CONTRACT SECURITY**

No Bidder may withdraw a Bid within 30 days after the actual date of opening thereof.

#### **Article 1 – Qualifications of Bidders**

- 1.01 No award will be made to any Bidder who cannot meet all of the following requirements:
- A. Bidder shall not have defaulted nor turned the work over to the bonding company on any contract within three years prior to the bid date.
  - B. Bidder shall maintain a permanent place of business.
  - C. Bidder shall have adequate personnel and equipment to perform the work expeditiously.
  - D. Bidder shall have suitable financial status to meet obligations incidental to the work.
  - E. Bidder shall have appropriate technical experience satisfactory to Contract owner in the class of work involved.
  - F. Bidder shall be registered with the Secretary of State to transact business in New Hampshire.
  - G. Bidder shall not have failed to complete previous contracts on time, including approved time extensions.
- 1.02 To demonstrate Bidder's qualifications to perform the Work, within 5 days of Contract owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- A. Contractor shall provide a description of project examples that includes: type of work performed, project owner, total cost of contract and reference with telephone number. Contractor shall demonstrate past performance working on at least three projects within the last five years with satisfactory execution of the primary tasks listed in the project, including:
    - 1. Strict environmental regulations in and around water bodies
    - 2. Construction of stormwater disposal and treatment structures
    - 3. Implementation and maintenance of erosion control measures
    - 4. Establishment of native grasses, shrubs, and trees.
  - B. Contractor selection will be contingent upon positive responses from references provided for past relevant work.

**Article 2 – Evaluation of Bids and Award of Contract**

- 2.01 Contract owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Contract owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Contract owner may also reject the Bid of any Bidder if Contract owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Contract owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 2.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 2.03 In evaluating Bids, Contract owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 2.04 In evaluating Bidders, Contract owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 2.05 Contract owner may conduct such investigations as Contract owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 2.06 If the Contract is to be awarded, Contract owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

**SCOPE OF WORK**

The successful contractor shall provide all labor, materials and equipment to perform the work detailed on Sheets 1, 2 and 3 of the Plan titled SHORELINE EROSION MITIGATION, BALMORAL BEACH FINAL DESIGN, UNH STORMWATER CENTER, and dated 12/6/2017.

Balmoral is a residential community comprising over 400 homes located on the southeastern shore of Moultonborough Bay Inlet on Paradise Road in Moultonborough, NH. The LWA, in partnership with the UNH Stormwater Center, developed a plan to address the erosion and stabilization of their beach area to improve and protect the water quality of Lake Winnepesaukee.

This project was identified as a priority in the Moultonborough Bay Inlet Watershed Restoration Plan and will address valued habitat loss, undercut shoreline, lack of shoreline vegetation and shoreline erosion. The overall project consists of two parts, shoreline protection as identified by the plans and construction of a defined foot path to reduce further erosion. This includes site preparation, placement of materials, re-vegetation of the site and site finishing. The contractor must provide costs for all items within the project, as described below and as shown on the Plan or in specifications.

**Site MBI 2-05:** The contractor will strategically place 16" fiber coir logs to provide bank stabilization and protection from wave action. The coir logs will be staked in place for additional stability and 6-8" angular stone will be placed for toe protection. The shore side of the coir logs will be backfilled with a bio retention soil mix to

## Balmoral Improvement Association Shoreline Erosion Mitigation Project

provide root cover and growing media for new plant growth. Selected plants will be introduced to improve long term stabilization.

The bio retention soil mix will be prepared as a ratio of 60% sand (C-33 preferred), 20% shredded wood chips (tub grindings preferred) and 20% loam (standard loam).

The existing tree and bushes will remain in place. The soil and erosion control measures will be installed around existing features.

**Site MBI 2-04:** The contractor will define and stabilize the nearby foot path with the addition of a mulch/erosion control mix, and possibly more shoreline plantings.

In addition to the items shown on the site plans, access to the site will be flagged by the BIA prior to construction taking place. Appropriate siltation/erosion/turbidity controls meeting the conditions specified in the plan and permit shall be set in place by the selected contractor prior to construction. The entire project must be completed by September 10, 2022, with all equipment and personnel off of private property at that time.

### PROJECT REQUIREMENTS

#### DIVISION I: General Requirements

The following are minimum requirements:

- 1.1 Execution of an Agreement with LWA as provided in Attachment 3 ('Agreement') of this bid package.
- 1.2 Conformance with all applicable rules and regulations of the State of New Hampshire. Funding for the project detailed in this solicitation is provided in part with Federal EPA Section 319 grant funds obtained through an agreement with the State of New Hampshire Department of Environmental Services. Recipients of these grants and their subcontractors are required to meet certain contract requirements including the federal requirements detailed in Title 40 of the Code of Federal Regulations (CFR) parts 7, and 12, as well as Title 2 CFR 200 as applicable (see §200.101), and additional regulations referenced therein.
- 1.3 All work must be completed by September 10, 2022. Construction is anticipated to start in May or June 2022 and the construction is anticipated to last no more than 30 days.
- 1.4 Once work has commenced using equipment on the property, the contractor must work diligently and uninterrupted in an expeditious and professional manner until all work is complete.
- 1.5 The contractor must keep the work site free of debris and hazards.
- 1.6 A contractor supervisor, with authority and ability to respond to any reasonable request of the LWA or landowner must be on the job site at all times.

#### DIVISION II: Payment

- 2.1 The contractor shall request payment upon completion of the project. A request for payment for the project shall be provided to LWA by September 15, 2022.

#### DIVISION III: Warranties

- 3.1 All materials and work shall be warranted for a minimum of one (1) year from the date of project completion.

**DIVISION IV: Attorney's Fees and Costs**

4.1 The contractor agrees to indemnify and hold harmless LWA and BIA from any and all liability loss or damage, including but not limited to bodily injury, illness, death, or property damage, which the contractor becomes obligated to pay, including reasonable attorney's fees, investigative and discovery costs, as a result of claims, demands, costs or judgments against the LWA or the landowners arising out of this agreement, caused by or arising out of the negligence, fault, breach of warranty, product liability or strict liability of the contractor, the LWA or landowners or third parties, whether such negligence, fault, breach of warranty, products liability, or strict liability is sole, joint, or several.

**DIVISION V: Insurance**

5.1 The following is the summary of minimum insurance requirements:

- |                                   |   |
|-----------------------------------|---|
| A) Worker's Compensation          | \$ Statutory  |
| B) Comprehensive Public Liability | \$2,000,000 for bodily injury<br>\$ 500,000 for property damage for any one incident. |

The contractor shall not commence work under this contract until they have obtained all the insurance required and such insurance certificates have been presented to and approved by LWA.

**DIVISION VI: General Conditions**

- 6.1 Cleanup of the site on a daily basis and removal or safe temporary placement of equipment and materials shall be the responsibility of the contractor and shall be part of the work.
- 6.2 The contractor shall at all times conduct their work so as to assure the minimal obstruction to traffic. The contractor shall provide for the safety and convenience of the landowner, general public and the residents along the work site route and the protection of private property. The contractor shall be responsible for timely notification to the landowner before making any interruptions of their access.
- 6.3 The contractor shall not commence work until a pre-construction meeting has been held at which representatives of the contractor, LWA, NHDES, and the landowners are present. The LWA shall schedule the pre-construction conference upon Notice of Award.
- 6.4 In the event of interruption to water or utility services as a result of accidental breakage or as a result of being exposed or unsupported, the contractor shall promptly notify the proper authority and shall cooperate with said authority in the restoration of services. If water service is interrupted, repair work shall be continuous until the service is restored. If any utility service is interrupted for more than four (4) hours, the contractor shall make provisions for temporary service at his own expense until service is resumed.
- 6.5 In the event that stop work steps are required, no further work shall be allowed, and final construction costs to date shall be provided to LWA no later than 5 days after such stop work steps are issued. Renegotiation of final construction activities through a new proposal at a future date will be necessary.
- 6.6 No work will be permitted at night or on Saturdays and Sundays or holidays except as approved in writing by the BIA, and provided such work is not in violation of a local ordinance.
- 6.7 A payment request may be submitted after the full completion of the project, provided that the work has been inspected and approved by LWA staff and the landowner. The payment request for the project shall be provided to LWA by September 15, 2022.
- 6.8 WORK BY OTHERS  
LWA and BIA shall be responsible for the following:
- a. Existing condition photographs of area;
  - b. Inspections of work;

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- c. Post construction photographs of area;
- d. Final inspection and completion of final design plans.

### **COST ESTIMATE WORKSHEET, AND BID SUBMITTAL FORM**

Please provide cost figures for all of the items listed under the project. Additional information on these items may be provided on attached sheets. The Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Contract owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Contract owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Contract owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. The bidder offers to sell to Contract owner the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid.
- F. In addition to the foregoing, the bidder shall, as part of their bid submission, certify by notarized affidavit, that neither the bidder, nor any of its subsidiaries, affiliates or principal officers:
  - 1. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - 2. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - 3. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;

**Balmoral Improvement Association Shoreline Erosion Mitigation Project**

4. Is currently debarred from performing work on any project of the federal government or the government of any state;
5. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
6. Is presently subject to any order of the New Hampshire department of labor, the New Hampshire department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
7. Is presently subject to any sanction or penalty finally issued by the New Hampshire department of labor, the New Hampshire department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
8. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
9. Has failed or neglected to advise the Contract owner of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
10. Has been placed on the debarred parties list specified in Adm 606.11 within the past year.

Please provide cost figures for all of the items listed. Additional information on these items may be provided on the attached Plan. Site preparation and stabilization are considered a part of each job item.

**CONSTRUCTION COST ESTIMATE**

**Proposed Bid Schedule**

	<b>ITEM</b>	<b>UNIT</b>	<b>QTY</b>	<b>COST</b>
<b>Installation Area- MBI 2-05</b>				
<b>Labor</b>	Site Preparation			
	Strategically place 16" fiber coir logs to provide bank stabilization and protection from wave action.			
	The coir logs will be staked in place for additional stability and 6-8" angular stone will be placed for toe protection.			
	The shore side of the coir logs will be backfilled with a bio retention soil mix to provide root cover and growing media for new plant growth. Selected plants will be introduced to improve long term stabilization.			
	The existing tree and bushes will remain in place. The soil and erosion control			

Balmoral Improvement Association Shoreline Erosion Mitigation Project

	measures will be installed around existing features.			
<b>Materials</b>	16" Fiber Coir Logs	Ea	10	
	Coarse Sand	yd <sup>3</sup>	23	
	Shredded Wood Chips	yd <sup>3</sup>	8	
	Loam	yd <sup>3</sup>	8	
	Plantings – e.g., Blueberry Sod	ft <sup>2</sup>	200	
	Wood Stakes	bundle	2	
<b>Installation Area 2 – MBI 2-04</b>				
<b>Labor</b>	Define and stabilize the nearby foot path with the addition of a mulch/erosion control mix, and possibly more shoreline plantings.			
<b>Materials</b>	Mulch/erosion control mix			
	Plantings			
		<b>TOTAL PROJECT COST:</b>		

Construction is anticipated to start in May or June 2022 and the construction is anticipated to last no more than 30 days.



**STATEMENT OF EXPERIENCE**

Please provide a brief statement describing the firm's experience constructing projects of a similar nature.

**ADDENDA**

1. Balmoral Beach Final Design
2. Site Photos
3. Agreement
4. Noncollusion Affidavit
5. Contract Modification Procedures

**ATTACHMENTS TO THIS BID**

The following documents are submitted with and made a condition of this Bid:

- A. List of Proposed Subcontractors;
- B. List of Project References;
- C. Signed Noncollusion Affidavit.

**Balmoral Improvement Association**

**BIDFORM**

**Shoreline Erosion Mitigation**

Balmoral Beach, Moultonborough, NH

Pat Tarpey, Project Manager  
Lake Winnepesaukee Association  
P.O. Box 1624  
Meredith, NH 03253

In accordance with the specifications, the undersigned hereby submits the following proposal. This proposal includes the price of all equipment, materials, labor, tools, mobilization, and insurances associated with the shoreline erosion mitigation installation outlined in the plans and specifications entitled:

SHORELINE EROSION MITIGATION, BALMORAL BEACH FINAL DESIGN, UNH STORMWATER CENTER, and dated 12/6/2017. All work must be completed per the construction notes outlined on the Plan, and shall follow the conditions described in the bid and proposed Agreement.

**TOTAL PROJECT COST:** \$ \_\_\_\_\_

The undersigned is submitting this bid without collusion with any other individual or corporation.

SUBMITTED FOR (Company Name):

SUBMITTED BY:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_



The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to UNHSC without delay. The Copyrights to all designs and drawings are the property of UNHSC. Reproduction or use for any purpose other than that authorized by UNHSC is forbidden.



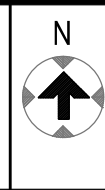
University of New Hampshire  
 35 Colovos Road  
 Durham, NH 03824  
 Phone (603) 862-2818  
 Fax (603) 862-3957  
<http://www.unh.edu/unhsc>

No.	Date	Revision

Designed: <b>TAP</b>	Checked: <b>JJH</b>	Approved:
-------------------------	------------------------	-----------

GRAPHIC SCALE  
 NOT TO SCALE

Original Drawing Size = 11 x 17 in.



Project:  
**Project Location**  
 Shoreline Erosion Mitigation  
 Balmoral Beach, Moultonborough, NH

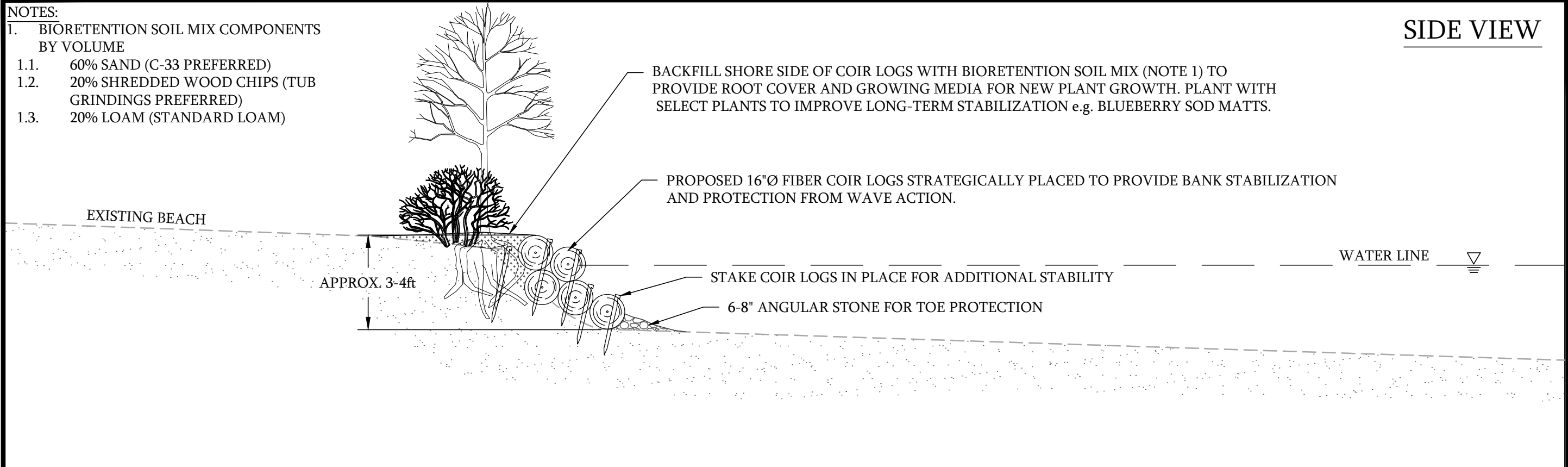
Date:  
 December 6, 2017  
 Sheet No.  
**1 of 3**



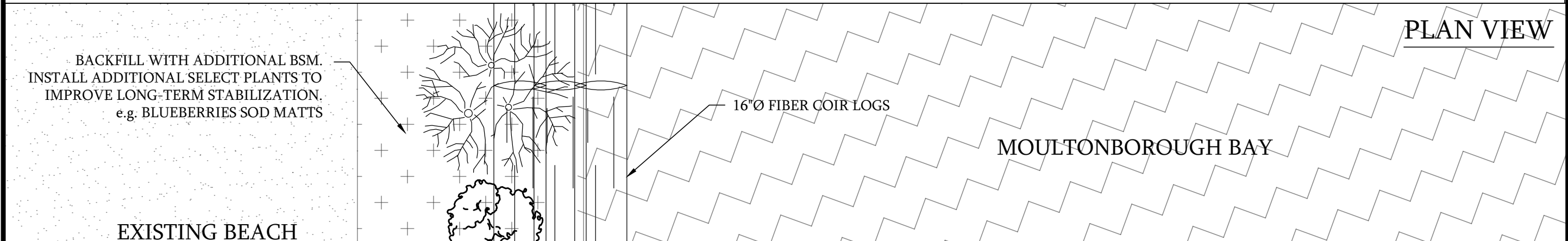
**NOTES:**

1. BIORETENTION SOIL MIX COMPONENTS BY VOLUME
  - 1.1. 60% SAND (C-33 PREFERRED)
  - 1.2. 20% SHREDDED WOOD CHIPS (TUB GRINDINGS PREFERRED)
  - 1.3. 20% LOAM (STANDARD LOAM)

**SIDE VIEW**



**PLAN VIEW**



MATERIALS LIST							
Item #	Description	Unit	Qty.	Unit Cost	Cost	Notes	
SW_001	16" Fiber Coir Logs	ea	10	\$ 126.00	\$1,260.00	16" x 10' Coir Log	
SW_002	Coarse Sand *	yd <sup>3</sup>	23	\$ 26.50	\$ 609.50	C-33 Concrete Sand	
SW_003	Shredded Wood Chips *	yd <sup>3</sup>	8	\$ 10.00	\$ 76.67	Tub Grindings	
SW_004	Loam *	yd <sup>3</sup>	8	\$ 24.00	\$ 24.00	Standard Loam	
SW_005	Blueberry Sod	ft <sup>2</sup>	200	\$ 6.50	\$1,300.00	100ft <sup>2</sup> per pallet	
SW_006	Wood Stakes 1"x1"x5'	bundle	2	\$ 27.25	\$ 54.50	Bundle of 25	
					<b>Total</b>	<b>\$3,324.67</b>	

\* Quantity has been rounded up by 15%

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Durham, NH 03824  
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Fax (603) 862-3957  
<http://www.unh.edu/unhsc>

No.	Date	Revision

Designed: TAP      Checked: JJH      Approved: \_\_\_\_\_

GRAPHIC SCALE

Original Drawing Size = 11 x 17 in.

Project: **Proposed BMP**  
**Shoreline Erosion Mitigation**  
Balmoral Beach, Moultonborough, NH

Date: December 6, 2017  
Sheet No. **3** of **3**

Attachment 2. Balmoral Improvement Association Shoreline Erosion Mitigation Project

Site Photos:



Site 2-05 (2017)



Site 2-05 (May 2021)



Site 2-05 (May 2021)



Site 2-04 (2017)

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2022 by and between the Lake Winnepesaukee Association, Hereinafter called Contract Owner, and \_\_\_\_\_, hereinafter called Contractor. Contract Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **1 – WORK**

### **ARTICLE 1 -**

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

1. Site MBI 2-05: The contractor will strategically place 16” fiber coir logs to provide bank stabilization and protection from wave action. The coir logs will be staked in place for additional stability and 6-8” angular stone will be placed for toe protection. The shore side of the coir logs will be backfilled with a bio-retention soil mix to provide root cover and growing media for new plant growth. Selected plants will be introduced to improve long term stabilization.

The bio retention soil mix will be prepared as a ratio of 60% sand (C-33 preferred), 20% shredded wood chips (tub grindings preferred) and 20% loam (standard loam). The existing tree and bushes will remain in place. The soil and erosion control measures will be installed around existing features.

2. Site MBI 2-04: The contractor will define and stabilize the nearby foot path with the addition of a mulch/erosion control mix, and possibly more shoreline plantings.

In addition to the items shown on the site plans, access to the site will be flagged by the BIA prior to construction taking place. Appropriate siltation/erosion/turbidity controls meeting the conditions specified in the plan and permit shall be set in place by the selected contractor prior to construction.

## **2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**Balmoral Improvement Association Shoreline Erosion Mitigation Project**

## **3 – LANDSCAPE ARCHITECT**



3.01 The Project has been designed by

UNH Stormwater Center  
Environmental Research Group  
University of New Hampshire  
Durham, NH 03824

#### **4 - CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before September 10, 2022, and completed and ready for final payment on or before September 15, 2022.

#### **5 - CONTRACT PRICE**

5.01 Contract Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **6 - PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment to the Contract Owner. Applications for Payment will be processed by Contract Owner.

#### **7 - CONTRACTOR'S REPRESENTATIONS**

7.01 The Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Contract Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Contract Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Contract Owner is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **8 - CONTRACT DOCUMENTS**

### **8.01** *Copies of the Contract*

- A. There shall be at least two (2) executed copies of the Contract to be distributed as follows:
  - 1. One (1) copy each to the Contract Owner, and Contractor.

### **8.02** *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 6, inclusive).
  - 2. Drawings consisting of 3 sheets with each sheet bearing the following general title: Shoreline Erosion Mitigation, Balmoral Beach, Moultonborough, NH.
  - 3. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - 4. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages \_\_\_ to \_\_, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - c. Noncollusion Affidavit
  - d. Contract Modification Procedures
5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Work Change Directives.
- B. The documents listed in Paragraph 8.02.A are attached to this Agreement (except as expressly noted otherwise above).
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the Exhibit called Contract Modification Procedures.

## **9-MISCELLANEOUS**

### *9.01 Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *9.02 Successors and Assigns*

- A. Contract Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### *9.03 Source of Funding*

- A. Funding for this project is being partially provided through an award from a federal US Environmental Protection Agency, Section 319 of the Clean Water Act grant appropriated by the State of New Hampshire and the Department of Environmental Services.

### *9.04 Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall

continue to be valid and binding upon Contract Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Contract Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Contract Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Contract Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

CONTRACT OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If CONTRACT OWNER is a corporation, attach evidence of authority to sign. If CONTRACT OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of CONTRACT OWNER-CONTRACTOR Agreement.)

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_

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

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Balmoral Improvement Association Shoreline Erosion Mitigation Project

I, \_\_\_\_\_ (Name) state that I am  
\_\_\_\_\_ (Title) of  
\_\_\_\_\_ (Name of Firm) and that I am authorized to make this affidavit on  
behalf of this firm and its owners, directors, and officers. I am the person responsible in this firm for the  
price(s) and the amount of this Bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at independently and without  
consultation, communication or agreement with any other Contractor, Bidder, or potential Bidder, except  
as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor  
approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or  
potential Bidder, and they will not be disclosed before Bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from  
bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or  
noncompetitive Bid.

(4) \_\_\_\_\_ (name of this firm), its affiliates, subsidiaries,  
officers, directors and employees are not currently under investigation by any governmental agency and  
have not in the last four years been convicted of or found liable for any act prohibited by State or Federal  
law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract,  
except as described in the attached appendix.

I state that \_\_\_\_\_ (name of this firm) understands and  
acknowledges that the above representations are material and important, and will be relied on by the  
Contract Owner in awarding the contract(s) for which this Bid is submitted. I understand and this firm  
understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from  
the Contract Owner of the true facts relating to the submission of Bids for this contract.

Signature

\_\_\_\_\_

Name of Company/Position

\_\_\_\_\_

END

# Balmoral Improvement Association Shoreline Erosion Mitigation Project

## CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

#### 1.2 MINOR CHANGES IN THE WORK

- A. Contract Owner will issue through the Contract Owner's Field Representative supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on the Work Change Directive form.

#### 1.3 PROPOSAL REQUESTS

- A. Contract Owner-Initiated Proposal Requests: Contract Owner's Field Representative will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by the Landscape Architect's Field Representative are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 5 days after receipt of Change Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Contract Owner's Field Representative.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

## Balmoral Improvement Association Shoreline Erosion Mitigation Project

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

### 1.4 CHANGE ORDER PROCEDURES

- A. On Contract Owner's approval of a Proposal Request, Landscape Architect's Field Representative will issue a Change Order for signatures of Contract Owner and Contractor on Change Order form.

END