

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS
172 Pembroke Road
Concord, NH 03301
Tel. (603) 271-3254 Fax (603) 271-3553**

**SPECIFICATIONS FOR RAILROAD RAIL AND TIE REMOVAL PROJECT
BERLIN BRANCH RAIL CORRIDOR
LITTLETON-BETHLEHEM, NH**

PROJECT No. TB-2101

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172 Pembroke Road
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TEL. 603-271-3254 FAX 603-271-3553

NOTICE TO BIDDERS

**Project: #TB-2101 RAILROAD RAIL AND TIE REMOVAL PROJECT ON THE BERLIN
 BRANCH RAIL CORRIDOR IN LITTLETON, NH**

Sealed bid proposals for the above project will be accepted until 2:00 P.M., prevailing time, on Friday July 30th, 2021. Proposals should be mailed to: Attn: Craig Rennie, Trails Bureau Chief, Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH 03301.

Specifications will be available to interested contractors at the Bureau of Trails Office on Friday, July 9th, 2021. They may also be viewed at the following locations:

- 1.) Construction Summary of New Hampshire Inc. 734 Chestnut Street, Manchester, NH 03104
 Tel. (603) 627-8856.
- 2.) Infinite Imaging 933 Islington Street, Portsmouth, NH 03801 Tel. 1-800-581-2712
- 3.) McGraw-Hill Construction Plan Room 34 Crosby Drive Suite 201 Bedford, MA, 03170 Tel.
 (781) 430-2006
- 4.) Signature Press & Blueprinting, 45 Londonderry Turnpike, Hooksett, NH 03106 Tel. (603) 624-
 4025
- 5.) Works in Progress, 20 Farrell Street, Suite 103, South Burlington, VT 05403 Tel. 1-800-669-
 7048

All companies, corporations, and tradenames bidding must be registered and have a certificate of existence from the NH Secretary of State, Corporate Division (telephone 603-271-3246) in order to do business with the State of New Hampshire.

Bid Proposals must be made out on the forms provided in the specifications packet and submitted in a sealed envelope marked: Bid Proposal: Rail and Tie Removal Project-Littleton, Project No. TB-2101.

Craig Rennie
Trails Bureau Chief

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
PLANNING AND DEVELOPMENT
172 Pembroke Road
Concord, N.H. 03301
TEL. 603-271-2606 FAX 603-271-2629

BID PROPOSAL FORM

PROJECT: #TB-2101 **RAILROAD RAIL AND TIE REMOVAL PROJECT ON
THE BERLIN BRANCH RAIL CORRIDOR IN
LITTLETON, NH**

MANDATORY PRE BID MEETING: Not Applicable

DATE BID OPENING: July 30th 2021 at 2:00 p.m.

START DATE: September 2nd, 2021

COMPLETION DATE: No later than December 1, 2021

Sealed bid proposals for the above project will be accepted until 2:00 p.m., prevailing time, on July 30th 2021. Bids should be MAILED TO: Attn: Craig Rennie Trails Bureau Chief, Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH 03301.

Please note on the outside of the envelope "Bid Proposal Railroad Rail and Tie Removal on Berlin Branch Rail Corridor in Littleton" Project No. TB-2101.

DATE: _____

PROPOSAL OF: _____
(Company Name)

GRAND TOTAL / LUMP SUM BASE BID: _____

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
PLANNING AND DEVELOPMENT

PROPOSAL

Proposal of...

(Company name)

(Company address)

To furnish and deliver all materials and services except as noted and to perform all work in accordance with the Contract of the State of New Hampshire, Department of Natural and Cultural Resources for..

Project #TB-2101 RAILROAD RAIL AND TIE REMOVAL PROJECT ON THE BERLIN BRANCH RAIL CORRIDOR IN LITTLETON, NH

Commissioner
Department of Natural and Cultural Resources
172 Pembroke Road,
Concord, N.H. 03301

Commissioner:

In accordance with the advertisement of the Department of Natural and Cultural Resources inviting proposals for the project herein before named and in conformity with the Plans and Specifications on file in the office of the Department of Natural and Cultural Resources, _____ (firm name) hereby certifies that _____ is/are the only person, or persons, interested in this proposal as principals; that this proposal is made without collusion with any person, firm, or corporation; that an examination has been made of the Plans, of the Standard Specifications, and Special Attentions, Supplemental Specifications, and Special Provisions, all of which are attached hereto, and also of the site of the work; and I, or we, propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction, and to furnish all materials specified in the manner and at the time prescribed; and understand that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all quantities of work are to be performed at the quoted prices.

To execute the form of contract and begin work within 15 (fifteen) days after the notice to proceed has been received or otherwise delivered to the contractor and to prosecute said work until its completion.

It is further proposed:

To guarantee all of the work performed under this contract to be done in accordance with the plans and specifications and contract documents.

The undersigned acknowledges receipt of the following addenda, issued if any, during the bidding time, and states that these have been incorporated in the proposal:

Addendum #1 dated _____

Addendum #2 dated _____

Addendum #3 dated _____

Dated _____

**SCHEDULE OF VALUES FOR RAILROAD RAIL AND TIE REMOVAL PROJECT ON THE BERLIN
BRANCH RAIL CORRIDOR IN LITTLETON, NH PROJECT # TB-2101**

Calendar Year 2021	Cost
Values	
Mobilization and Demobilization	
Removal of approximately 11,510' of railroad track (equaling 23,020' of rail length) of 85 lb rail, joint bars and plates. See * below	
Tie removal and disposal	
Clean-Up, Restoration and disposal of materials	
Allowance for unforeseen conditions	10,000
Total Lump Sum	

NOTE: The Schedule of values must be completely filled out in order for bid proposal to be considered responsive.

* If 100 lb rail or heavier, and other track materials 100 lbs or heavier is found within the limits of the project extent they shall be transported to NHDOT yard in Whitefield NH

ALLOWANCE #1: Unanticipated Modification and/or Additions to Contract Items:

Include in the Contract, a stipulated sum/price of **\$10,000** for use upon the Project Managers instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent or differing existing conditions. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Allowance.

- a. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Project Manager. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- b. Credits can only be added to an Allowance by Alteration Order. The Contractor may not use a credit until an Alteration Order is fully executed.
- c. Notwithstanding the Contractors objection, the Project Manager may at any time reduce the funds remaining in the Allowance by Alteration Order.
- d. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the State.

SIGNATURE PAGE

Company Name _____

Address _____

Phone _____

Fax _____

E-mail Address _____

Signature of Authorized Bidder _____

Print _____

Title _____

Address of Bidder _____
(if different than company)

Names and Addresses of Members of the Firm/Corporation

Name _____ address _____

Name _____ address _____

Name _____ address _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div align="right">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div align="right">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

GENERAL CONDITIONS

GENERAL

This contract is to be governed by all the applicable provisions of these specifications.

This project consists of dismantling approximately 11,510 lf of out of service rail, plates, joint bars and Other Track Materials (OTM) and removal of RR ties from 2.18 miles of abandoned rail corridor. The corridor will be developed into a year-round recreational trail. Contractor shall be allowed to retain all 85 lb rail for scrap value and bid shall reflect this value as part of the overall bid price.

BIDDING REQUIREMENTS

Bids shall only be accepted on the official Bid Proposal Forms, attached to these specifications. **Any bids submitted that are not on the official bid proposal forms will not be accepted.**

CONDITIONS AT SITE OR BUILDING

Bidders shall visit the site and be responsible for having ascertained pertinent local conditions such as: location, accessibility, general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of this bid.

RIGHT TO WORK IN N.H.

All bidders must be registered and have a certificate of existence from the Secretary of State, Corporate Division (telephone 603-271-3246) in order to do business with the State of New Hampshire. All Bidders must obtain the certificate of Existence before the bid award is approved.

PROPOSAL SELECTION

In most cases the proposal submitted by the qualified bidder with the lowest base bid price shall be selected. However, the Department of Natural and Cultural Resources reserves the right to reject any or all proposals, or advertise for new proposals as it judges to be in the best interest of the state.

CONTRACTORS QUALIFICATIONS

The successful bidder shall provide evidence upon request that they have been in the construction business successfully performing this type, scale, and quality of work for a minimum of five years.

EXECUTION OF CONTRACT

The Contractor's attention is called to the following:

EXECUTION AND APPROVAL OF CONTRACT. The contract shall be signed by the successful Bidder and returned, together with the contract bond, if applicable, within 10 days after the contract has been mailed or otherwise delivered to the Bidder. No contract shall be considered as in effect until it has been fully executed by all the parties thereto and, when the contract amount is more than \$10,000, the award has been concurred in by the Governor and Council.

FAILURE TO EXECUTE CONTRACT. Failure to execute the contract within 15 days after the contract has been mailed or otherwise delivered to the successful Bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Department, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest Bidder, or the work may be re-advertised as the Commissioner may decide.

STARTING DATE

The Contractor shall start work on September 2nd, 2021, after the notice to proceed is received. The notice to proceed shall be issued immediately upon contract approval by the Governor and Council.

PROTECTION OF EXISTING PROPERTY

It shall be the responsibility of the contractor to protect existing property from damage. Any damage caused by the contractor in the performance of the work shall be repaired or replaced at his expense to the satisfaction of the Department Project Manager.

CODES

All work performed shall meet the provisions, if applicable, of

WORKMANSHIP

All work shall be performed in a neat workmanlike manner by skilled workmen who have been actively engaged in performing the type of work specified under this contract for the last two years.

CLEAN-UP

All debris from the project shall be cleaned up weekly and removed from the site at least on a monthly basis.

DEFAULT AND TERMINATION OF CONTRACT

If the Contractor...

- (a) Fails to begin the work under the contract within the time specified in the contract, or
- (b) Fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of said work, or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- (d) Discontinues the prosecution of work, or
- (e) Fails to resume work which has been discontinued, within reasonable time after notice to do so, or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- (g) Makes an assignment for the benefit of creditors, or
- (h) For any other cause whatsoever, fails to carry on the work in an acceptable manner...

The Commissioner will give notice in writing to the Contractor of such delay, neglect, or default.

If the Contractor or Surety does not proceed in accordance with the Notice, then the Commissioner will, upon written notification from the Project Manager of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Commissioner may enter into an agreement for the completion of said contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said contract in an acceptable manner.

All extra costs and charges incurred by the Department as a result of such delay, neglect or default, together with the cost of completion of the work under the contract will be deducted from any monies due or which may become due said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor and the Surety shall be liable and shall pay to the Department, the amount of such excess.

FAILURE TO COMPLETE THE WORK ON TIME

If the Contractor fails to complete all of the work or sections of the Project, within the time specified in the Contract, the sum given in the schedule that follows will be deducted from any money due the Contractor. This deduction will be made, not as a penalty, but as fixed, agreed liquidation damages for inconvenience to the State and for reimbursing the Department the cost of the Administration of the Contract, including engineering and inspection. Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and his Surety shall be liable to the State for such deficiency.

Permitting the Contractor to continue and finish the work after the time fixed for its completion, shall in no way obligate the State to waive any of its rights under the Contract.

When the final acceptance has been duly made by the Project Manager, any liquidated damage charges shall end.

The fixed, agreed, liquidated damages shall be assessed in accordance with the following schedule.

<u>ORIGINAL CONTRACT AMOUNT</u>	<u>AMOUNT OF LIQUIDATED DAMAGES</u> <u>PER WORKING DAY</u>
From more than:	to and including:
0.	25,000. \$ 200.00
25,000.	50,000. \$ 300.00
50,000.	100,000. \$ 400.00
100,000.	500,000. \$ 500.00

CHANGES IN THE WORK

The Project Manager may at any time, by a written order, and without notice to the Sureties, make changes in the Specifications and completion date of this contract and within the general scope thereof.

In making any change, the additional cost or credit for the change shall be determined as follows:

- The order shall stipulate the mutually agreed upon lump sum price which shall be added to or deducted from the contract price. The contractor shall furnish an itemized breakdown of the prices used in computing the value of any change that might be ordered.
- If the price change is an addition to the contract price and the work is performed by the general contractor and not a subcontractor, it shall include the contractor's indirect costs as follows: Workmen's Compensation and Employee Liability, Unemployment and Social Security Taxes.
- In addition to the above indirect costs, the general contractor shall be allowed a markup not to exceed ten percent (10%). Said ten percent (10%) shall be all inclusive for overhead, supervision, and profit. In addition to this, an allowance shall be made for performance and payment bond additional premium.
- If the price change is an addition to the contract price and involves the work of the general contractor and subcontractor, the general contractor would be allowed ten percent (10%) on that part of the work performed by him and five percent (5%) on that part of the work performed by the subcontractor. The same percentages shall apply to subcontractors.
- On any change which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.

INSURANCE REQUIREMENTS

No operations under this contract shall commence unless and until certification of insurance attesting to the below listed requirements have been filed with the Commissioner, approved by the Attorney General, and the Contract approved by the Governor and Council and a Notice to Proceed is issued.

Insurance requirements by paragraphs 1-4 below shall be the responsibility of the Prime Contractor. The Prime Contractor, at his discretion, may make similar requests of any subcontractor.

Following is the summary of minimum insurance requirements:

1. Workmen's Compensation Insurance (In accordance with RSA 281-A.)
 - a. Employers' Liability
 - 1.) \$100,000 each accident
 - 2.) \$500,000 Disease-policy limit
 - 3.) \$100,000 Disease-each employee
2. Commercial General Liability Insurance: Occurrence Form Policy: Include full Contractual Liability (see Indemnification Clause 9)., Explosion, Collapse, and Underground coverage's:
 - a. Limits of Liability:
 - 1.) \$1,000,000 Each Occurrence Bodily injury & Property Damage.
 - 2.) \$2,000,000 General Aggregate-Include per Project Aggregate Endorsement.
 - 3.) \$2,000,000 Products/Completed Operations Aggregate.
 - 4.) State shall be named as an additional named insured.
3. Commercial Umbrella Liability
 - a. Limits of Liability:
 - 1.) \$1,000,000 Each Occurrence
 - 2.) 1,000,000 Aggregate
4. General Insurance Conditions
 - a. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than thirty (30) days or ten (10) in cases of non-payment of premium after written notice thereof has been received by the State.
5. Indemnification:
 - a. The Contractor shall indemnify, defend, and hold harmless the State of New Hampshire, its Agencies, and its agents and employees from and against any and all claims, liabilities, suits or penalties arising out of (or which may be claimed to arise out of) acts of omissions of the Contractor or subcontractors in the performance of work covered by the Contract. This covenant shall survive the termination of the Contract. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State.

NOTE:

References to "the Project Manager" shall be understood to mean the Trails Bureau Chief in the Division of Parks and Recreation, in the Department of Natural and Cultural Resources.

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State of New Hampshire VENDOR APPLICATION

VENDOR # _____
(Assigned by Purchase & Property)

NAME/LOCATION

Vendor Name: _____

DBA Name: _____

Remit Address: _____

City/Town: _____ STATE: _____ ZIP: _____

Business Address: _____

City/Town: _____ STATE: _____ ZIP: _____

Telephone #: _____ Toll Free #: _____ FAX #: _____

Website: _____ E-Mail (Main Office): _____

Electronic Payment Option: Please contact Treasury at treasury@treasury.state.nh.us or visit their website at www.nh.gov/treasury for further information on this option.

TYPE OF BUSINESS

(Note: Registration with the NH Secretary of State MUST be done prior to the awarding of any contracts) <http://www.nh.gov/sos/corporate>

INDIVIDUAL/SOLE-PROPRIETOR ☐ PARTNERSHIP/LLP ☐ CORP ☐ LLC ☐

ESTATE OR TRUST ☐ HEALTHCARE/LEGAL SVS ☐ GOV ☐ NONPROFIT ☐

Registered with NH Secretary of State? _____ State Incorporated In: _____

Minority Institutions ☐ Minority Owned Large Business ☐ Minority Owned Small Business ☐

Disabled Veteran Business ☐ Svs Disabled Veteran Owned ☐ Veteran Owned Small Business ☐

Physically Challenged Bus ☐ SBA Cert Fin Disadvantaged Bus ☐ SBA Cert Hist Underutilized Bus ☐

SBA Cert Sm Disadvantaged Bus ☐ Women Owned Sm Bus ☐ Women Owned Large Businesses ☐

Fed ID # (EIN/FIN): _____ Historically Black Colleges ☐ Small Business ☐

Social Security # (SSN): _____

SIGNATURE BLOCK

I certify the above information to be correct and grant authorization to the State of New Hampshire to investigate any and all facts contained therein, including facility visitation.

Name and Title (print or type): _____

Signature: _____ Date: _____

ADDRESS BLOCK

<http://www.admin.state.nh.us/purchasing>

(Phone) 603-271-2201
(Fax) 603-271-2700

DIVISION OF PLANT & PROPERTY MANAGEMENT
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX, ROOM 102
25 CAPITOL STREET
CONCORD NH 03301-6398



STATE OF NEW HAMPSHIRE

ALTERNATE W-9 FORM

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

VENDOR # _____
(Assigned by Purchase & Property)

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 28% withholding on each payment made to you. To avoid this 28% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

If a service provider is a part of a **GROUP PRACTICE**, it is the group name & TIN which is required on this Alternate W-9.
If the service provider is a **SOLE PROPRIETOR**, it is the individual name & TIN which is required on this Alternate W-9.

BUSINESS NAME: _____

ADDITIONAL or DBA NAME: _____

REMIT ADDRESS: _____

CITY/TOWN: _____ **STATE:** _____ **ZIP:** _____

BUSINESS ADDRESS: _____

CITY/TOWN: _____ **STATE:** _____ **ZIP:** _____

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return

Social Security # (SSN): _____ **Fed ID # (EIN/FIN):** _____

PRINCIPAL ACTIVITY

☐ Service Provider ☐ Product/Merchandise Provider ☐ Other Provider

List the principal type of service, product or other that is provided: _____

DESIGNATION (select ONLY THOSE which apply to you/your organization as provided to the IRS)

<input type="checkbox"/> Individual/Sole-Proprietor	<input type="checkbox"/> Partnership/LLP	<input type="checkbox"/> Government
<input type="checkbox"/> Corporation	<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> Health Care Provider
<input type="checkbox"/> LLC	<input type="checkbox"/> Non-Profit (attach exemption)	<input type="checkbox"/> Legal Services

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge & belief.

NAME & TITLE (print or type): _____

TELEPHONE #: _____ **TOLL FREE #:** _____ **FAX #:** _____

SIGNATURE: _____ **DATE:** _____

PLEASE RETURN WHEN COMPLETED TO:

(Phone) 603-271-2201

(FAX) 603-271-2700

<http://www.admin.state.nh.us/purchasing>

**DIVISION OF PLANT & PROPERTY MGMT
BUREAU OF PURCHASE & PROPERTY
STATE HOUSE ANNEX – ROOM 102
25 CAPITOL ST
CONCORD NH 03301**

PROJECT SPECIFICATIONS

RAIL REMOVAL PROJECT

Berlin Branch Railroad – Littleton, NH

**State of New Hampshire
Department of Natural and Cultural Resources
Division of Parks & Recreation, Bureau of Trails**

Inactive Line/Trail Development

Project TB-2101

REQUEST FOR BIDS

July 9th, 2021

PROJECT PARTICIPANTS

New Hampshire Department of Transportation (NHDOT)
Bureau of Rail & Transit
NH Department of Natural and Cultural Resources (DNCR)
Division of Parks & Recreation, Bureau of Trails

SCOPE OF WORK

DNCR will provide funding, from funds provided by the National Recreational Trails Program and Private Donations, for the removal of rail, ties and other RR related infrastructure, from the Berlin Branch railroad. The rail removal project will begin at the east side of Redington Street, in Littleton, and end at a point 2.18 miles east on the trail to a point near Oxbow Dr. where pedestrians can exit the trail. See attached map.

DNCR, Bureau of Trails will provide general supervision and administration during the course of the track removal project.

The CONTRACTOR will provide track construction expertise, skilled labor, specialized maintenance equipment, tools, and other materials required to complete the track removal work as follows:

1. The State of NH will provide access to the property for all dismantle and salvage work.
2. The railroad track section within the scope of work is approximately 2.18 miles in length, 11,510 ft.
3. Dismantle and salvage any present rail over 100 lbs and heavier, (i.e. 112 lb/115 lb rail), joint bars, tie plates, and other misc 100 lbs and heavier other track materials to the NHDOT, deliver salvage material to rail yard in Whitefield, NH.
4. Dismantle approximately 11,510 lf of railroad track equaling 23,020 ft in length of 85 lb rail and salvage all joint bars and tie plates to the NHDOT, delivered to rail yard in Whitefield, NH. Select RR structures, including limited number of Points, Frogs, and other rerailed material shall be marked for retention by NHDOT. Joint bars must be left in reusable condition. Bolts may be cut or unbolted, but not torched.
5. Contractor may retain all 85 lb rail for scrap, including all siding materials, approximately 23,020 lf of rail. All rail infrastructure not marked for retention by NHDOT may be retained by contractor as scrap steel. Scrap value must be part of the bid price consideration.
6. All switch stands shall be retained by DNCR.
7. All bolts, spikes and other materials shall be removed from the project area. Removal of these materials will be completed using a rake and followed by a magnet.
8. Clean-up and restore disturbed areas adjacent to the rail removal work. Dispose of all materials not salvaged to the NHDOT and DNCR.
9. Rail corridor must be leveled and left in a condition capable of being groomed for winter snowmobile use.

TECHNICAL REQUIREMENTS

Items to be retained by NHDOT and delivered to the NHDOT yard in Whitefield NH.

- Rail
 - All rail 100 lb and greater sized rail
- Rail joint bars:
 - All 85 lb joint bars
 - All compromise joint bars that transition from 85 lb to 100 lb
 - All compromise joint bars that transition from 100 lb to 115 lb
 - Any other compromise joint bars above 85 lb.
- Tie plates:
 - All 85 lb tie plates and heavier (100 lb to 115 lb).

- Other track materials (OTM)
 - Rail components sized 100 lbs or greater, i.e. frogs, switches including plates.

Dismantling of rail, joint bars and tie plates

- All rail joint bars (and Compromise Joint Bars) SHALL be removed prior to any movement of the rail.
 - Joint bar bolts may be cut off with a saw or unbolted. **Bolts shall not be cut off with a torch.**
- Tie plate removal shall be completed with spike puller as to not damage the plates, excavator bucket removal will not be allowed. Spikes shall be removed with a spike puller prior to the removal of the tie plate.
- All 100 lb or greater OTM shall be disassembled in a manner that does not damage the components.

Salvaged material packaging and delivery to NHDOT Whitefield

- Any 100 lb or larger weight rail or 100 lb or larger OTM shall be blocked and stack.
- All rail joint bars and tie plates shall be stacked and crated for delivery (i.e. wooden crate, i.e. 3x3x3 ft), no loose hauling and dumping of salvaged material allowed.
- All deliveries shall be scheduled with the operator of the NH Central Railroad, contact person Ed Jeffrey, 603-922-3400

PROJECT SCHEDULE

Work is tentatively scheduled to begin on September 2nd, 2021, pending Governor and Council Approval, and must be complete enough to allow winter trail preparation to begin in the fall. The final completion date for this project is December 1st, 2021.

SPECIAL CONDITIONS

1. The track is currently out of service and shall remain out of service for the period of work and until needed for future transportation needs by the NHDOT.
2. The Contractor shall indemnify the State of New Hampshire Department of Transportation, and Department of Natural and Cultural Resources with General Liability insurance, in the amount of \$2 Million dollars, and shall provide the company's certificates of insurance to the three parties listed above.

OTHER REQUIREMENTS

1. Contractor hereby fully releases and discharges the State of New Hampshire, its successors, lessees and assigns, from any and all claims, demands, actions, causes of action of any kind or description whatsoever.
2. No payment in excess of the Bid/Contract amount will be allowed unless the additional work and cost is approved in writing by the DNCR and NHDOT prior to any additional work being started.

BID

The undersigned Bidder, identified as the CONTRACTOR, having carefully reviewed the Project Manual, Bill of Materials and having examined the Project Site, proposes to provide all necessary machinery, tools, equipment, labor and other means of construction, to furnish all materials not supplied by the State and to perform and complete all specified work within the prescribed time, at the named unit and total prices set forth below. All work must be performed to the satisfaction of the DNCR and the NHDOT and be completed by December 1st, 2021.

SCHEDULE OF VALUES

- 1 Mobilization and Demobilization
- 2 Clean-up, restoration and disposal of surplus materials (limited to 5% of the track work portion of the total bid – paid 50% on mobilization and 50% at the completion of the project)
- 3 RAIL REMOVAL:
 - a) Disassemble approx. 23,020 lf of 85 lb rail length (11,510 lf of railroad track)
 - b) Tie Removal
 - c) General Conditions
4. Allowance for Unforeseen Conditions \$10,000

TOTAL BID IN NUMBERS AND WORDS

\$ _____
written words

Indicate the dates of your proposed rail replacement work _____

BID Submitted by:

Legal Name of Contractor

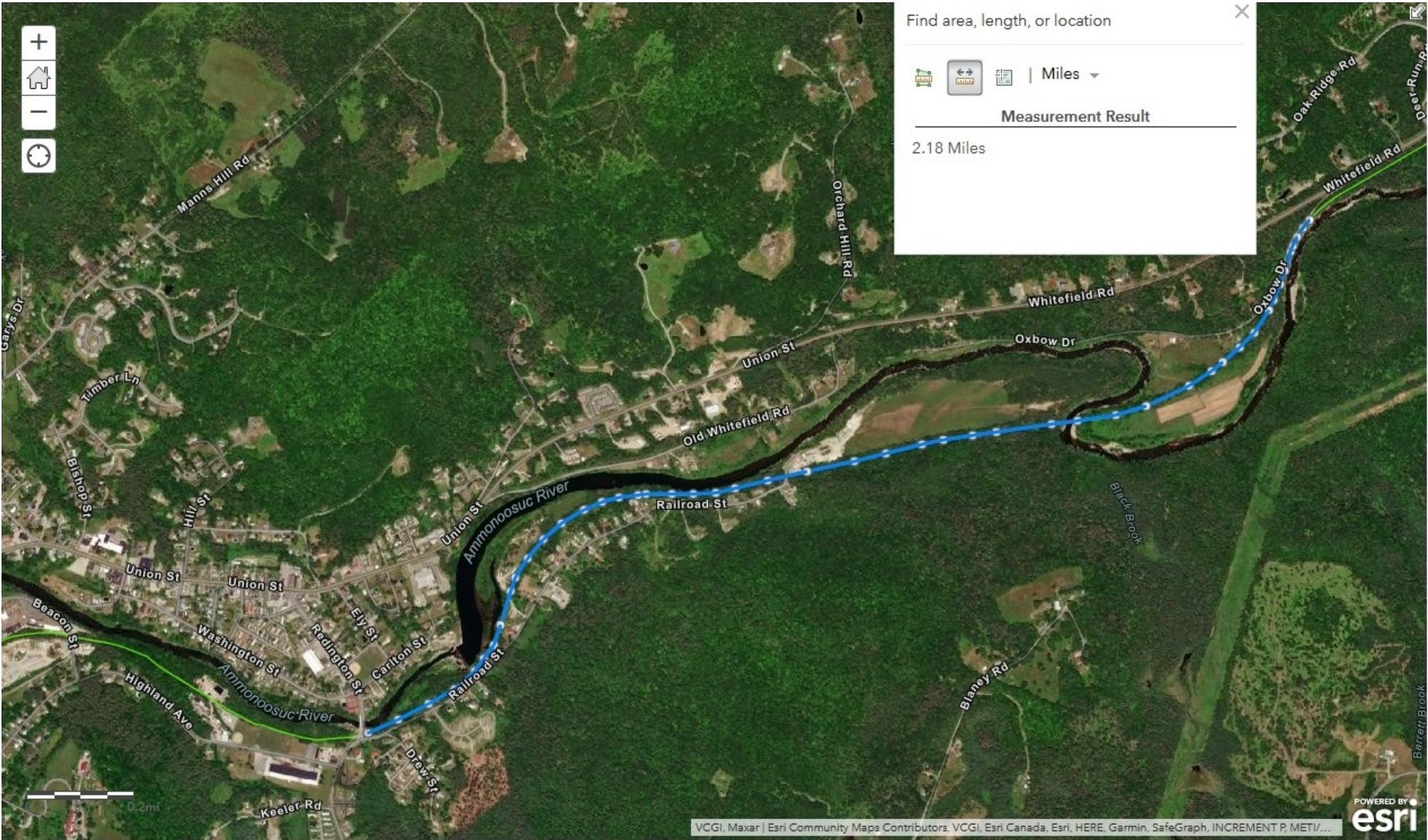
Address.

Authorized Signature/Title

Date

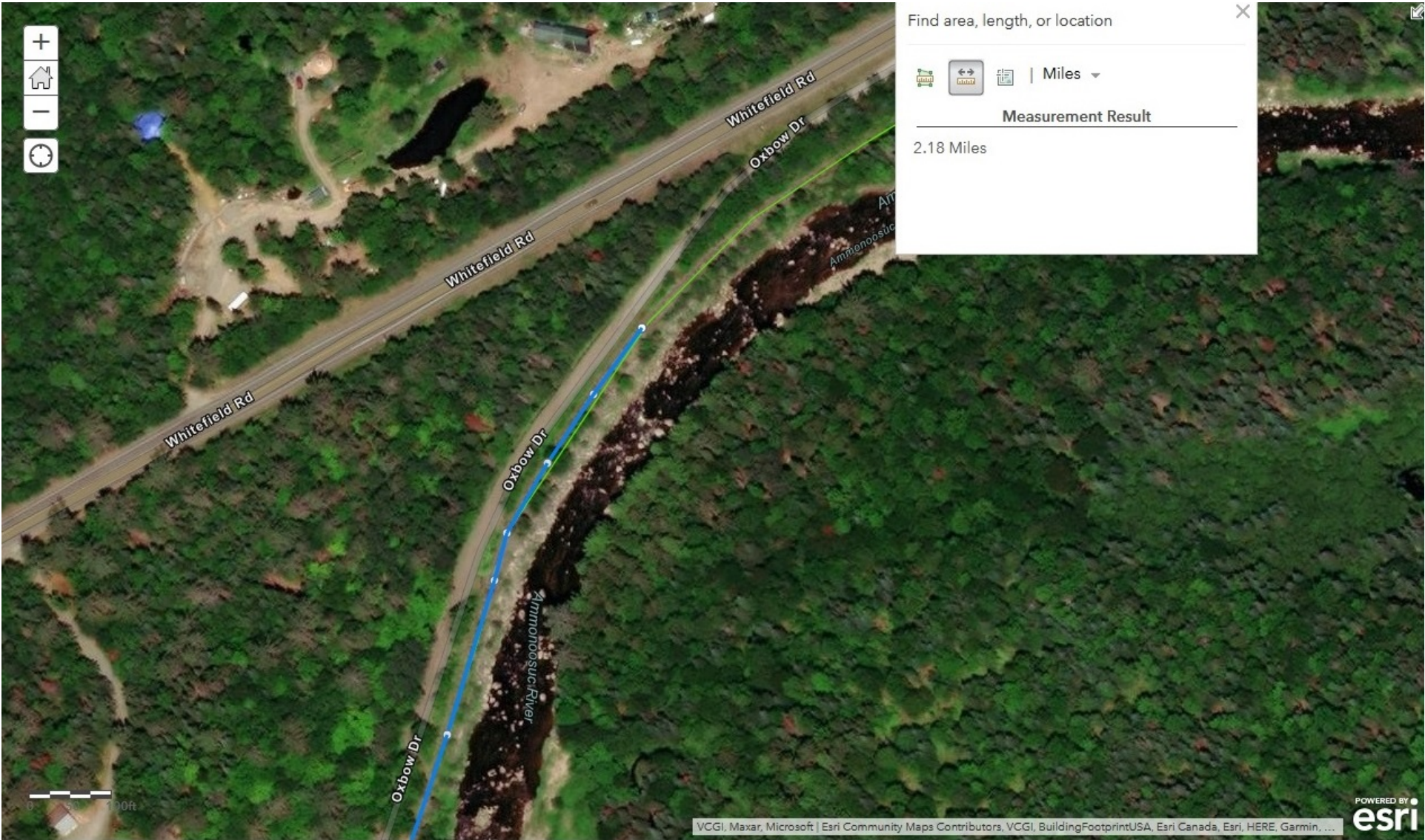
Telephone

Map of 2.18 miles (11,510.4') of trail from Redington St to end close to Oxbow Dr.



Map of Project Area

Close up of previous map showing 2.18 miles of trail from Redington St. This ends close to Oxbow Dr. Pedestrians should be able to exit the trail here.



Map of Project Area