

Special Testing Bid

Testing Agency (TA)
Geotechnical Engineer (GE)
Specialty Engineer (SE)

July 24, 2017

The Windham School District (District) in Windham, New Hampshire is seeking bids from qualified firms interested in providing Special Testing to the District for the current construction project.

The Contract term shall be from August 2017 to September 2019.

The District's intent and the requirements of this bid is to provide the District with the appropriate level of service, at the best price.

Bids must be submitted via mail or in person to:

William Hickey, Business Administrator
Windham School District
19 Haverhill Road
Windham, NH 03087
Attn: Special Testing

Bids must be received no later than 10:00 AM, Tuesday, August 1, 2017. It is the responsibility of the bidder to ensure the bids are received by the District before the deadline.

Faxed or emailed submission will not be accepted.

Any questions concerning the bids shall be made in writing. Inquiries may be made via phone if followed by formal written question. Inquiries are to Gordon Bristol, Owner Project Manager, 802-380-1157 email gbristol@sover.net

Bids must be submitted using the attached form.

Information on the Special Instructions can be found in the Specifications and Prints log at the following drop box address:

<https://www.dropbox.com/sh/tm36i7uh8mxh1jv/AAAVesfpVhQiyoaNsvGY6vKya?dl=0>

Bid Submission Form Special Testing

Name of Bidder: _____

Street Address: _____

Town: _____

State: _____

Zip: _____

Business Phone Number:

Business Contact Name:

email

Price for Services:

Submit forms in person or via mail to:
William Hickey, Business Administrator
Windham School District
19 Haverhill Road
Windham, NH 03087
Att: Special Inspections

Submit bids no later than 10:00 AM on Tuesday, August 1, 2017

**Windham – Golden Brook School
Statement of Special Inspections**

Project	Golden Brook School, Phase 1 Additions	
Location	1128 Lowell Road Windham, NH 03087	
Owner	SAU #59 19 Haverhill Road Windham, NH 03087	Tel (603)-425-1719
Architect of Record (AoR) & Registered Design Professional in Responsible Charge (RDPIRC)	Ingrid Nichols, AIA Banwell Architects 6 South Park St. Lebanon, NH 03766	Tel (603)-448-3778 ingrid@banwellnh.com
Structural Engineer of Record (SER)	Richard E. Roberts, P.E. Foley Buhl Roberts & Associates, Inc. 500 Commercial Street Manchester, NH 03101	Tel – 603-622-4578 rroberts@fbra.com
Testing Agency (TA)	To be determined xx xx xx	Tel – @
Geotechnical Engineer (GE)	To be determined xx xx xx	Tel – @
Specialty Engineer(s) (SE)	See Performance Specifications on Page 2	

This Statement of Special Inspections is submitted as a condition for issuance of a building permit in accordance with Section 1704 of the International Building Code (IBC) 2009 Edition.

The firms, agencies, or individuals noted above (hereafter referred to collectively as agents) will perform the structural tests and inspections as specified herein.

The complete set of Contract Documents (Drawings and Specifications) that accompany the application for building permit is to be considered attached to this program as reference material.

This program does not relieve the Contractor of their responsibility to conduct the work in accordance with the requirements of the Construction Documents, the approved Shop Drawings and the New Hampshire State Building Code.

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Construction Categories: The following construction categories are included in the Statement of Special Inspections for this project. Specific tests and inspections required for each designated category are listed on the page noted opposite the category.

<u>Construction Category</u>	<u>Page</u>	<u>Construction Category</u>	<u>Page</u>
Structural Steel Framing	<u>3</u>	Earthwork	<u>9</u>
Shear Connectors	<u> </u>	In-situ Bearing Strata	<u>9</u>
Steel Joist Framing	<u>4</u>	Controlled Fill	<u>9</u>
Steel Decking	<u>4</u>	Underpinning	<u> </u>
Cast-In-Place Concrete	<u>6-7</u>	Pile Foundations	<u> </u>
Precast Concrete	<u> </u>	Drilled Pier Foundations	<u> </u>
Precast/Prestressed Concrete	<u> </u>	Fireproofing	<u> </u>
Masonry	<u>8</u>	Steel Stairs & Handrails/Guardrails	<u>10</u>
Wood Framed Construction	<u> </u>	Storefront and Curtainwall	<u> </u>

Performance Specifications: The following construction components are designated in the Contract Documents on the basis of a performance specification to be designed by the Contractor's or Subcontractor's registered professional engineer, i.e. Specialty Engineer - SE.

<u>Construction Component</u>	<u>Page</u>
Cold Formed Metal Framing	<u>5</u>
Post-Tensioning Steel	<u> </u>
Pre-Engineered Metal Buildings	<u> </u>
Precast/Prestressed Components	<u> </u>
Prefabricated Wood Trusses	<u> </u>
Steel Stairs & Handrails/Guardrails	<u>10</u>
Skylight Systems	<u>11</u>
Storefront and Curtainwall	<u> </u>

Reports: Test and inspection reports prepared by the AoR, SER, TA, GE, and SE will be collected and maintained by the RDPIRC and distributed, according to the procedures established by the Building Official. Prior to the issuance of a certificate of occupancy the RDPIRC will submit a final report to the Owner and Building Official in accordance with the Building Code.

Prepared by the SER:	Registered Design Professional in Responsible Charge
Name: Richard E. Roberts, P.E. New Hampshire P.E. #5908 (Structural)	Name: Ingrid Nichols New Hampshire Registered Architect # _____

Signature: _____	Signature: _____
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Firm: Foley Buhl Roberts & Associates, Inc.	Firm: Banwell Architects
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Date: <u>May 16, 2017</u>	Date: _____
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Windham – Golden Brook School
Statement of Special Inspections

Steel Construction (IBC 2009 Section 1704.3) (Specification Sections 051200, 051226, 052100 & 053100)					
Item	Tests / Inspections	Code, Standard, or Document Reference	Agency	Type of Inspection ^{1,2,3}	Frequency
1. Steel Construction QC Review	<ul style="list-style-type: none"> Review Contractor's field quality control procedures. Review frequency and scope of field testing and inspections. 	Spec. Section 051200	SER	-	Each submittal
2. Fabricator and Erector Certifications	<ul style="list-style-type: none"> Review AISC Certified Fabricator and AISC Certified Erector Submittals. 	AISC (Fabricator) Certification Standard for Steel Building Structures (STD) and AISC Certified Steel Erector (CSE)	SER	-	Each submittal
	<ul style="list-style-type: none"> For record and use in field verification 		TA	Periodic	In conjunction with related field visits
3. Materials	<ul style="list-style-type: none"> Review material certifications for conformance to Specifications. 	AISC 360 A3.1 AISC 360 A3.3 & 3.4 Spec. Section 051200	SER	-	Each submittal
	<ul style="list-style-type: none"> For record and use in field verification 		TA	Periodic	In conjunction with related field visits
4. Anchor Rods	<ul style="list-style-type: none"> Review Contractor's as-built survey. Verify that all anchor rods have been properly torqued and have adequate fit-up. 	ASTM F1554 AISC 360 M4 Spec. Section 051200	TA	Periodic	All anchor rods
5. Bolting	<ul style="list-style-type: none"> Verify bolt size and grade. Test and inspect bolted connections. 	AISC 360 A3.3 & M2.5 Spec. Section 051200 AISC Specification for Structural Joints Using A325 or A490 Bolts	TA	Continuous (Slip-critical)	All bolts
				Periodic (Bearing)	
6. Welding	<ul style="list-style-type: none"> Check welder qualifications. Check weld identification markings. Test and inspect welds. 	AWS D1.1 Section 6 Spec. Section 051200	TA	<u>Continuous:</u> <ul style="list-style-type: none"> Complete and partial penetration groove welds, Multiple pass fillet welds, Plug and slot welds Single pass fillet welds >5/16" <u>Periodic:</u> <ul style="list-style-type: none"> Fillet welds ≤ 5/16" 	<u>At moment connections:</u> Visually inspect and test all welds by ultrasonic or radiographic methods. If for an individual welder, the rejection rate is demonstrated to be five (5) percent or less, the non-destructive testing rate may be reduced to twenty-five (25) percent for the individual welder. The evaluation of the welding shall be based on a sampling of at least forty (40) completed welds. <u>At all other welds:</u> Visually inspect all welds and test as required by magnetic particle, ultrasonic or radiographic methods.

**Windham – Golden Brook School
Statement of Special Inspections**

7. Structural Framing, Details, and Assemblies	<ul style="list-style-type: none"> • Check against Construction Documents and latest approved shop drawings. • Inspect for size, grade of steel, camber, installation, and connection details. • Verify steel frame joint details including: <ul style="list-style-type: none"> • Details such as bracing and stiffeners • Moment connections • Joint configurations and locations • Preparation of faying surfaces 	Construction Documents Spec. Section 051200	TA	Periodic	All framing, details, and assemblies.
8. Open Web Steel Joists	<ul style="list-style-type: none"> • Inspect condition of joists for any damage to members and/or welds. • Inspect for size, placement, bridging, bearing, and connection to structure. 	SJI Standard Specs. Construction Documents Spec. Section 052100	TA	Periodic	Visually inspect all noted items, including 5% of joist support welds at randomly selected locations
9. Expansion & Adhesive Anchors	<ul style="list-style-type: none"> • Review installation procedures for both mechanical anchors and adhesive anchors. • Verify that materials are suitable for job conditions. 	ACI 318 Appendix D Anchor manufacturer's instructions	TA	Periodic	All anchors
			SER	-	Each submittal
10. Steel Decking	<ul style="list-style-type: none"> • Verify gage, depth, and type. • Inspect placement, laps, welds, side lap attachments, and mechanical fasteners • Check welder qualifications. 	SDI Steel Deck Design Manual AWS D1.3 Section 7 Construction Documents Spec. Section 053100	TA	Periodic	All decking and connections
			SER	-	Each submittal
11. Field Correction of Fabricated Items	<ul style="list-style-type: none"> • Review documentation of approved repairs and verify completion of repairs. 	Construction Documents Spec. Section 051200	TA	As required, per above	Each repair
			SER	-	During aperiodic site visits

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²Periodic Inspection: Part-time or intermittent observation of the indicated work by an approved individual of the noted Agency and an inspection of the completed work.

³Aperiodic Inspection: Irregularly scheduled as required or as needed observation of the indicated work by an approved individual of the noted Agency.

**Windham – Golden Brook School
Statement of Special Inspections**

Cold Formed Metal Framing Construction (IBC 2009 Section 1704.3) (Specification Section 054000)					
Item	Tests / Inspections	Code, Standard, or Document Reference	Agency	Type of Inspection ^{1,2}	Frequency
1. Cold Formed Metal Exterior Wall Stud Backup Framing Design and Cold Formed Metal Roof Truss Design	<ul style="list-style-type: none"> Review supplier's structural design of cold formed metal exterior wall stud backup framing and cold formed metal roof trusses. 	Construction Documents Spec. Section 054000	SER	-	Each submittal
2. Materials Certification	<ul style="list-style-type: none"> Review certification of materials. 	AISI Cold Formed Steel Design Manual Construction Documents Spec. Section 054000	SER & TA	-	Each submittal
3. Installation of Cold Formed Metal Exterior Wall Stud Backup Framing and Cold Formed Metal Roof Trusses	<ul style="list-style-type: none"> Inspect type, size, gauge, spacing and placement of cold formed metal exterior wall studs, connections, anchorage, bridging, accessories, etc. for conformance with the approved Shop Drawings and Contract Documents. Inspect installation of cold formed metal roof trusses, connections, anchorage, bridging, bracing, accessories, etc. 	AISI Cold Formed Steel Design Manual Construction Documents Spec. Section 054000	TA	Periodic	All locations
			SE	-	Once during performance of the work and once after completion of the work
			SER	-	During aperiodic site visits

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Statement of Special Inspections**

Concrete Construction (IBC 2009 Section 1704.4) (Specification Section 033000)					
Item	Tests / Inspections	Code, Standard, or Document Reference	Agency	Type of Inspection ^{1,2,3}	Frequency
1. Cast in Place Concrete Construction QC Review	<ul style="list-style-type: none"> Review Contractor's field quality control procedures. Review frequency and scope of field testing and inspections. 	Construction Documents Spec. Section 033000	SER	-	Each submittal
2. Mix Design	<ul style="list-style-type: none"> Review mix designs prior to placement. 	Construction Documents Spec. Section 033000	SER & TA	-	Each submittal
	<ul style="list-style-type: none"> Verify use of approved mix design. 	ACI 318, 1.3.2.A ACI 318, Chapter 4 ACI 318, 5.2-5.4	TA	-	Each concrete placement
3. Materials	<ul style="list-style-type: none"> Review material certifications for conformance to Specifications. 	Construction Documents Spec. Section 033000	SER & TA	-	Each submittal
4. Batching Plant	<ul style="list-style-type: none"> Review plant quality control procedures and batching/mixing methods. 	ACI 304	TA	-	One (1) visit at the start of production & one (1) during the production period. Additional visits may be requested by the SER, if necessary.
5. Reinforcement Installation	<ul style="list-style-type: none"> Use latest set of approved reinforcing bar shop drawings. Inspect reinforcing for grade, size, quantity, spacing, lap lengths, bends, hooks, condition, and placement. Verify adequate cover per specifications. Confirm dowel installation for masonry and concrete, including embedment lengths. 	ACI 318, 1.3.2.C ACI 318, 7.5	TA	Periodic	Each concrete placement
6. Anchor Rods	<ul style="list-style-type: none"> Inspect anchor rods prior to and during placement of concrete. 	ACI 318 1.3.2.C	TA	Continuous	All anchor rods
7. Formwork	<ul style="list-style-type: none"> Inspect forms for cleanliness and for proper sizes/locations of concrete members. 	ACI 318 6.1.1	TA	Periodic	Each concrete placement

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8. Concrete Placement and Sampling of Fresh Concrete	• Review hot-weather and cold-weather placement procedures submitted by the Contractor.	ACI 305 ACI 306	SER	-	Each submittal
	• Verify conformance to Specifications including hot-weather and cold-weather placement procedures.	ACI 305 ACI 306	TA	-	Each concrete placement
	• Observe concrete placement operations. • Check that total water does not exceed amount in design mix.	ACI 318, 1.3.2.D ACI 318, 5.9-5.10	TA	Continuous	Each concrete delivery
	• Concrete Strength	ASTM C31, C39 & C172	TA	-	For each strength of concrete, each day, take six (6) standard 6"x12" cylinders for the first placement up to 50 CY. Then take six (6) additional cylinders for every 50 CY thereafter. Take sample from point of discharge and at time fresh concrete is placed. Concrete for each set of cylinders shall be from (1) representative sample of the entire batch.
	• Concrete Slump	ASTM C143			
	• Concrete Air Content	ASTM C231			
	• Concrete Temperature	ASTM C1064			
9. Evaluation of Concrete Strength	• Test and evaluate in accordance with the Specifications.	Construction Documents Spec. Section 033000 ACI 214 ASTM C42	TA	-	(2) 7-day & (2) 28-day results. Hold (2) for 56-day results, as needed.
			SER	-	Each submittal
10. Curing and Protection	• Observe procedures for conformance to the Specifications.	Construction Documents Spec. Section 033000	TA	Periodic	Each concrete placement
			SER	-	During aperiodic site visits

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Masonry Construction (IBC 2009 Section 1704.5) (Specification Section 042000)					
Item	Tests / Inspections	Code, Standard, or Document Reference	Agency	Type of Inspection ^{1,2,3}	Frequency
1. Tests Submitted by Contractor for Masonry Units/ Assemblages	<ul style="list-style-type: none"> Review mortar, grout, and prism tests submitted by Contractor. 	Construction Documents Spec. Section 042000 ACI 530.1 Art. 1.5	SER	-	Each class of masonry unit and type of masonry assemblage.
2. Materials Certification	<ul style="list-style-type: none"> Review masonry units, masonry veneers, precast masonry units, and mortar and grout materials. 	Construction Documents Spec. Section 042000 ACI 530.1 Art. 1.4B	SER	-	Each submittal
	<ul style="list-style-type: none"> For record and field verification 		TA	-	In conjunction with related field visits
3. Testing & Evaluation of Mortar & Grout Strength	<ul style="list-style-type: none"> Sample and test mortar and grout used in field for masonry construction. 	Construction Documents Spec. Section 042000 ACI 530.1 Art. 1.4B	TA	-	For each type of mortar and grout, per every 5,000 square feet of wall surface area: test mortar per ASTM C780 test grout per ASTM C1019
	<ul style="list-style-type: none"> Review test results for mortar and grout. 		SER	-	Each report
4. Proportioning, Mixing, and Consistency of Mortar & Grout	<ul style="list-style-type: none"> Observe field procedures for proportioning and mixing of the mortar and grout to be used in the masonry construction. 	Construction Documents Spec. Section 042000 ACI 530.1 Art. 2.6	TA	Continuous	Once, for each type of grout, at the beginning of masonry construction
			SER	-	During aperiodic site visits
5. Masonry Installation	<ul style="list-style-type: none"> Inspect and report on installation of masonry units for general configuration and placement. 	Construction Documents Spec. Section 042000 ACI 530.1 Art. 3.3	TA	Periodic	All locations
			SER	-	During aperiodic site visits
6. Anchorage	<ul style="list-style-type: none"> Inspect type, spacing, and placement of masonry anchors and ties. 	ACI 530 Sections 1.2.2.e & 1.16.1	TA	Periodic	All locations
			SER	-	During aperiodic site visits
7. Weather Protection	<ul style="list-style-type: none"> Observe protection of masonry against cold and hot weather. 	IBC Sections ACI 530.1 Articles 1.8C & 1.8D	SER		Each submittal
			TA	Periodic	Each masonry placement
8. Anchorage of Exterior Wall Masonry Veneer	<ul style="list-style-type: none"> Inspect type, size, spacing, and placement of approved anchorage to adjacent back-up framing. 	Construction Documents Spec. Section 042000 ACI 530 Section 1.2.2.e	TA	Periodic	All locations
			SER	-	Each submittal

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Soils (IBC 2009 Section 1704.7) (Specification Section 320000)					
Item	Tests / Inspections	Code, Standard, or Document Reference	Agency	Type of Inspection ^{1,2}	Frequency
1. Excavation	<ul style="list-style-type: none"> Review existing sub-soils and groundwater conditions during building excavation. 	Construction Documents Spec. Section 320000	GE	Periodic	At each location
2. Bearing Strata	<ul style="list-style-type: none"> Review the in-situ bearing strata and compacted structural fill bearing strata for footings and slabs cast on grade. 	Construction Documents Spec. Section 320000	GE	Periodic	At each location
3. Structural Fill	<ul style="list-style-type: none"> Observe and test compacted structural fill. 	Construction Documents Spec. Section 320000	TA	Continuous	At each location

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Stairs and Railings (IBC 2009 Section 1704.15) (Specification Section 055100)					
Item	Tests / Inspections	Code, Standard, or Document Reference	Agency	Type of Inspection ^{1,2,3}	Frequency
1. Steel Stairs & Handrail/Guardrail Assemblies	<ul style="list-style-type: none"> Review supplier's structural design of stair pans, stringers, landings, and railings. 	Construction Documents Spec. Section 055100	SER	-	Each submittal
2. Materials Certification	<ul style="list-style-type: none"> Review certification of materials. 	Construction Documents Spec. Section 055100	SER	-	Each submittal
	<ul style="list-style-type: none"> For record and field verification 		TA	Periodic	All locations
3. Installation of Steel Stairs & Handrail/Guardrail Assemblies	<ul style="list-style-type: none"> Inspect installation of steel stairs. Check component type, size, spacing, and placement for conformance with the approved stair system design. Check member-to-member connections and connections to adjacent steel/concrete support elements. 	AWS D1.1 AISC 360 NAAMM Metal Stair Manual Construction Documents Spec. Section 055100	TA	Periodic	All locations
			SE	-	Once during performance of the work and once after completion of the work
			SER	-	During aperiodic site visits

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Skylights (IBC 2009 Section 1704.15) (Specification Section 086000)					
Item	Tests / Inspections	Code, Standard, or Document Reference	Agency	Type of Inspection ^{1,2}	Frequency
1. Skylights	<ul style="list-style-type: none"> Review supplier's structural design of system. 	Construction Documents Spec. Section 086000	SER	-	Each submittal
2. Material Certification	<ul style="list-style-type: none"> Review materials used. 	Construction Documents Spec. Section 086000	AoR, SER & TA	-	Each submittal
3. Installation of Skylights	<ul style="list-style-type: none"> Inspect type, size, gauge, spacing, and placement of members for conformance to the approved skylight Shop Drawings and Contract Documents. Inspect member-to-member connections and connections/anchorage to adjacent steel/concrete/wood support elements. 	Construction Documents Spec. Section 086000 Manufacturer's installation instructions	TA	Periodic	All locations
			SE	-	Once during performance of the work and once after completion of the work

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CONDITIONS OF PROPOSAL

With the District and Town operating under separate governing bodies, final contract documents and billing arrangements will be coordinated for each entity by the District Business Administrator and the Assistant Town Administrator, respectively. For purposes of this section, all references to the "District" include the Town of Windham.

1. Indemnification and Insurance

The Contractor shall protect, indemnify, save, defend and hold harmless the School District, including officials, agents, volunteers and employees ("Indemnified Parties"), from against any and all liabilities, obligations, claims, damages, penalties, cause of action costs, interest and expenses, including but not limited to reasonable attorney and para legal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under out of, in connection with, or as a result of this Contract or activities of the Contractor or its agents, employees, contractors, or subcontractors, and even if caused in whole or in part by any negligence or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, the Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that the Contractor's officers, employees, contractor, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages, taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and /or other similar obligation associated with an employment relationship.

The Contractor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

The School District shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

The Contractor agrees that it will carry any and all insurance which will protect it, the District and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorney's' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Contractor whether such operations be performed by the Contractor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Contractor further agrees that the District and its officials, agents, volunteers and employees shall be named as an additional insured in any and all such liability insurance policies required by the District.

Prior to commencing work, the Contractor shall demonstrate that it carries a general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage, applicable to the work performed under this Contract and all liabilities as set forth above. The general

liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below.

The Contractor shall provide proof of automobile insurance coverage in an amount deemed satisfactory to the District.

The Contractor will furnish to the District a Certificate of Insurance and an endorsement prior to executing the Contract or commencing work demonstrating that the District and its officials, agents, volunteers and employees are named as an additional insured on the general liability automobile liability insurance coverage.

The Contractor shall provide proof of workers compensation insurance meeting State of New Hampshire required limits and providing employer's liability coverage.

2. No Conflict

The Contractor, in submitting a bid shall agree and so state in its proposal that no person acting for or employed by the District has a direct or indirect financial interest in the proposal or in any portion of the profits that may be derived there from.

3. Compliance With Law

a. The Contractor shall be required to comply with all applicable provisions of federal, state and local law both in its response hereto and in provision of any services by the selected Contractor.

4. Proposal Held Open

a. No Contractor shall be permitted to withdraw its proposal for a period of thirty (30) days following the submission deadline.

5. District Reservation of Rights

a. The District reserves the right to accept any proposal, in whole or in part, to negotiate further regarding any terms of the proposal to achieve the best proposal as determined by the District as its sole discretion and to reject any or all proposals for any reason whatsoever, should it be deemed in the best interests of the District to do so.

b. Negotiation, if undertaken by the District, is intended to result in a contract, which is deemed by the District, in its sole discretion, to be in the District's best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement. Any and all such negotiations shall be binding upon the Contractor.

c. The District reserves the right to include in the contract for services other terms

and conditions not specifically set forth here, including but not limited to, terms and conditions required by funding sources, and additional work which may be identified subsequent to the starting date of the contract.

d. The District reserves the right to waive or disregard any informality, irregularity or deficiency in any bid received.

e. Any and all expenses incurred by the selected firm shall be the firm's responsibility. The proposed fee shall be all-inclusive. The District will not honor requests for payment of so-called reimbursable expenses.

6. Work Authorization

The Contractor will be authorized to do work by being given a "Notice to Proceed" by the District.

7. Termination of the Contract

a. The District reserves the right to cancel its contract at anytime if deficiencies or any kind are reported in writing to the Contractor, and if said deficiencies are not corrected within ten (10) days.

b. The District reserves the right to cancel its contract at any time upon breach of conditions specified in the contract.

General Bidder Certifications and Disclosures

Firm Name: _____

Business Address: _____

Telephone No.: _____ Date of Bid: _____

I. Criminal and Civil History. By submission of this bid, the Bidder hereby certifies under oath that the Bidder, its directors, partners, principal officers and key employees have no criminal convictions or adverse civil judgments.

Yes _____ No _____

If the answer is "no", the Bidder shall disclose under oath the following:

A. The court, date, docket number and description of any and all misdemeanor convictions involving moral turpitude, conviction of a bidding crime and other felony convictions of the Bidder, or the Bidder's directors, partners, principal officers or key employees. The term "key employee" for each statement shall include, but is not limited to, any employee who has an ownership interest in the Bidder and any employee who shall have contact with the schools, including all delivery personnel. A "bidding crime" is defined as any act in violation of state or federal law including, but not limited to, fraud, conspiracy, collusion, perjury, or material misrepresentation. The Bidder shall not be required to disclose any conviction which has been annulled by a court.

B. A list of all civil cases, identifying the Court, date and docket number in which a final verdict was rendered against the bidding Bidder or the Bidder's directors, partners, principal officers or key employees on the ground of fraud, misrepresentation, dishonesty, deceit, breach of contract any other matter involving allegations of failure to perform on a contract.

C. The court, date, docket number and description of any felony convictions whatsoever of the Bidder, as well as the contractor's/vendor's directors, partners, principal officers or key employees. The term "key employee" includes, but is not limited to, any employee who has an ownership interest in the Bidder and any employee that shall have contact with the schools, including all transportation personnel. The Bidder shall not be required to disclose any conviction which has been annulled by a court.

II. Creditor Relationships and Business History. Bidder hereby certifies that it:

A. Has been in business for _____ years.

B. Is current on all undisputed business debts.

C. Has not filed for bankruptcy protection. In the alternative, Bidder filed for bankruptcy protection on _____.

III. Equal Opportunity Employer. Bidder hereby certifies that it is an Equal Opportunity Employer and that it does not engage in any discriminatory hiring or employment practices.

Yes _____ No _____

IV. Safety and Licensure. Bidder certifies that it holds all permits, licenses and certifications, whether federal or state, necessary to provide services to the District and meets all applicable safety standards.

Yes _____ No _____

V. Insurances. Bidder holds all the insurances which shall be required by the District.

Yes _____ No _____

VI. Criminal Records and Training. Bidder complies with all criminal records check requirements for its employees and meets all state and federal employee training and licensure requirements.

Yes _____ No _____

VII. Contract Performance. Bidder certifies that it has never had a contract terminated for nonperformance.

Yes _____ No _____

If the answer is no, please provide a separate detailed written description of the circumstances giving rise to termination, providing the name, address and contact information of the terminating party.

The District reserves the right, at its sole discretion, to reject any Proposal which fails to contain the above-referenced certifications or disclosures. The District reserves the right, at its sole discretion, to reject any Bidder on the basis of any criminal history, civil litigation credit history or business record which it deems to be adverse to the interests of the District.

Bidder's Name: _____

Signature: _____

Title: _____

Date: _____