

TOWN OF RINDGE, NEW HAMPSHIRE
30 Payson Hill Road
Rindge, NH 03461

**MEMORANDUM
SEPTEMBER 3, 2026**

**BID NUMBER #26-01
HORSE SHED ROOF
INVITATION TO BID**

The Town of Rindge is inviting proposals for a contract at the Selectmen's Office, 30 Payson Hill Road, Rindge, New Hampshire, to replace the Rindge Meetinghouse Horse Shed roof.

Bidding Documents may be obtained, at no charge, from the Selectmen's Office. Bid documents can also be found on the Town's website at rindgenh.gov.

Site visits can be requested by contacting Public Works Director Mike Cloutier at 603-899-2105.

Bids will be received at the Selectmen's Office, 30 Payson Hill Road, Rindge, NH until **11:00 AM, Tuesday, September 30th, 2026**. Shortly thereafter, bids will be publicly opened and read aloud in any available office or conference Room at the Town Offices, 30 Payson Hill Road, Rindge, NH. The award will be made by the Board of Selectmen at a regular Board meeting.

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BID NUMBER #26-01
HORSE SHED ROOF
BID FORM

To: Town of Rindge, NH
Board of Selectmen
30 Payson Hill Road
Rindge, NH 03461

Date: _____

Having carefully examined the drawings and specifications entitled Rindge Meetinghouse Horse Shed Roof Replacement, and Addenda Nos. _____ thereto, receipt of which is hereby acknowledged, and having visited the site, examined and become familiar with all conditions affecting the cost of the work, the undersigned hereby proposes to furnish all labor, materials, equipment, and incidentals, and perform all work in the manner and form required by the said documents for the stipulated sum of:

_____ DOLLARS,

\$ _____ which sum hereinafter called the Base Bid.

The undersigned bidder stipulates that he has included in the above quoted Base Bid, all sums for any extra work.

The undersigned bidder further proposes that should the following alternates be accepted and incorporated into the contract, the Base Bid will be altered as follows, alternate no. 1 for unexpected additional work.

The undersigned agrees to execute a written agreement within seven (7) days from the date of receipt of notice that this proposal is accepted. The undersigned further agrees to commence actual physical work on the site no later than October 12th, 2026, and to bring the project to substantial completion within 21 consecutive calendar days.

Respectively submitted,

Print Bidder/Contractor's Name

Print Representative's Name and Title

Representatives' Signature

Legal Address of Business

City

State

Zip Code

Telephone Number

Date

Person signing proposal must be a person in your company authorized to sign a Contract with the Town of Rindge, NH. If the bidder is a corporation, the bid must be signed by the party authorized to make contracts and be attested by the Corporate Secretary. If the bidder is a partnership all partners must sign.

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AGREEMENT

This AGREEMENT is made on September 30th, 2026, BETWEEN the Owners: Town of Rindge

And the Contractor: _____

For the following Project:

The Owner and Contractor agree as follows:

**ARTICLE I
THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project.
The Contract documents consist of:

- 1) Invitation to Bid.
- 2) General Provisions and Supplementary Conditions, Attachment A
- 3) Specifications, Attachment B
- 4) Contractor's Proposal.
- 5) Any issued addenda.
- 6) Performance-Payment Security.
- 7) This Agreement signed by the Owner and the Contractor.
- 8) Written change orders or orders for minor changes in the Work issued after execution of this Agreement.

**ARTICLE II
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

The date of commencement shall be the date of this Agreement. The Contractor shall substantially complete the Work not later than November 2nd, 2026, subject to adjustment by Change Order.

**ARTICLE III
CONTRACT SUM**

Subject to additions and deductions by Change Order, the Estimated Contract Sum is:

\$ _____

**ARTICLE IV
PAYMENT**

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.
2. Submittals shall be for no more than two times in any calendar month.
3. Work shall be certified and payment made within 30 working days.
4. Performance-Payment Security shall not be required.

**ARTICLE V
INSURANCE**

The Contractor shall provide satisfactory evidence of both Contractor's Liability and Workers' Compensation Insurance.

This Agreement entered into as of the day and year first written above.

OWNER, by the Board of Selectmen

CONTRACTOR

Chair of Select Board Signature

Signature of Contractor

Select Board Member Signature

Printed Name of Contractor

Select Board Member Signature

Title of Contractor

Address of Contractor

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Attachment A

General Provisions

- Each bid shall be submitted in a sealed opaque envelope clearly identified with the Bidder's name and marked "Town of Rindge Bid # 26-01 Horse Shed Roof" and will be received at the Selectmen's Office, Town Offices, 30 Payson Hill Road, Rindge, NH, until 11:00 AM, Tuesday, September 30th. 2026.
- Shortly thereafter, bids will be publicly opened and read aloud at any available office or conference room at the Town Offices, 30 Payson Hill Road, Rindge, NH. Bids when opened, shall be irrevocable for a period of thirty (30) calendar days following the bid-opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting.
- The Town expressly reserves the right to reject any or all bids as the Board of Selectmen may determine and to waive defects in form of minor irregularities where the best interest of the Town would be served.
- The bid price shall not include Federal or State taxes. If such are applicable, the successful Bidder shall furnish the Town with the necessary tax-exempt forms in triplicate upon submission of the invoice.
- The Bidder shall not, directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
- The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
- Any change to the provisions or specifications of this Bid shall be made by a written addendum issued no later than four (4) working days before the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any and all addenda.
- The bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, Town Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the Town and its representatives against any claim or liability arising from or based on any such law, ordinance, rules and regulation by themselves or by their employees. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
- The Town may make such investigations as it may deem necessary to determine the ability of the bidder to perform the services, and the bidder shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

- The Contractor shall secure and pay for all permits and licenses for this work in accordance with the bid documents, contract and specifications required for a complete and finished job.
- The Contractor shall be responsible for all damage to property, or injury to persons, arising out of their actions or failure to act. They shall indemnify and hold harmless the Town from any and all demands, suits or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.
- The bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA, as amended, "Minimum Wage Law".
- The bidder shall take out and maintain at their own expense insurance against damages arising from injury to their employees in accordance with Chapter 281, RSA, as amended, "Worker's Compensation Acts" and from claims for damages because of bodily injury including death and for all property damages, including without limitations, damage to buildings, which might arise from and during operations under this contract, whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The Contractor shall insure the activities of their subcontractors in their own policy, for subcontractors Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the types and amounts as herein specified. Approval of insurance by the Town shall not relieve the Liability of the Contractor there under. Certificates from the insurance companies as to the amount and type of coverage, terms of the policy, etc. shall be filed with the Selectmen's Office in single copy.

A. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Contractor shall take out and maintain during the life of this Contract the statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all work of the latter's employees to be engaged in such work.

B. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Property Damage Liability Insurance as shall protect them and any subcontractors performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for Property Damage which may arise from operations under this Contract, whether such operations be by themselves or by the subcontractor or by anyone directly and/or indirectly employed by either of them, and the amount of insurance shall not be less than:

- (1) Bodily Injury Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000) for injuries, including wrongful death to any one person, and subject to the same limits for each person in an amount less than One Million
- (2) Property Damage Insurance in an amount not less than Two Million Dollars (\$2,000,000) for damages on account of one accident or all accidents.

C. TOWN OF RINDGE'S PROTECTIVE LIABILITY INSURANCE. The Contractor shall name the Town of Rindge as one of the insured on all policies required, except Worker's Compensation.

D. All policies and certificates of insurance shall carry a thirty (30) day notice of cancellation or change in expiration and notice of such cancellation or change in expiration shall be sent to the Board of Selectmen.

- The bidder is to submit Proposal on the attached Bid Form.
- The successful bidder shall execute and deliver the contract within ten (10) calendar days to the Town.
- Work on this project shall commence after signing of the contract and shall be completed in its entirety prior to November 2nd, 2026. The Town of Rindge will make every effort to have projects ready for September 30th, 2026.
- Each bid must be accompanied by BID SECURITY, payable to the Town of Rindge, in the amount of FIVE HUNDRED DOLLARS (\$500.00), which BID SECURITY must be in the form acceptable to the Town. Acceptable types of BID SECURITY include, but are not limited to: Bid Bonds, guaranteed by a surety acceptable to the Town, certified check or money order, cash, or letters of credit in a form acceptable to the Town. Such BID SECURITY will be returned to all bidders within five (5) working days after the Town and the accepted bidder have executed the Contract, or if no Contract is executed, within sixty (60) calendar days after the date of opening the bids, upon demand of the bidder at any time thereafter, so long as they have not been notified of the acceptance of their bid.
- The successful bidder, upon their failure or refusal to execute and deliver the Contract and security, if required, within ten (10) calendar days after they have received notice of the acceptance of their bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with their bid.
- The bidder will guarantee the work and materials and the work and the materials of all subcontractors for a period of one (1) year from the date of acceptance of the work by the Town and agree to leave the work in perfect order at completion. Neither the final certificate of payment nor any provision in the Contract documents shall relieve them of responsibility for negligence, or faulty materials, or workmanship within the extent and period provided by law, and upon written notice they shall remedy any defaults due thereto, and pay all expenses for any damage to work resulting there from. It is hereby specifically agreed and understood that this guarantee shall not include any cause or causes other than defective work or materials. It is further understood that the Board of Selectmen shall be the final judge as to whether or not any defect is a defect in workmanship and/or materials, which is the bidder's responsibility.
- The Contract Documents shall include the "Invitation to bid"; "General Provisions", "Specifications", "Proposal", any issued addenda, and the final executed "Contract Agreement".

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work and the terms and conditions of payment thereof.

The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

- A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. The Contractor also shall examine carefully the specifications and the Contract forms of the work contemplated. The Contractor shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim

any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

- The Town shall make payment on account of the Contract as follows: The Contractor shall invoice the Town for the work completed. After receipt of the Contractor's invoice by the Town, the Town's agent shall inspect the premises and if the work has been completed in accordance with the Contract Documents, the Town will make payment on or within fifteen (30) days of the approved amount of the invoice. Before final payment is made to the Contractor, it shall submit evidence satisfactory to the Board of Selectmen that all payrolls, material bills, and other indebtedness connected with the work have been paid.
- After execution of the Contract, there shall be no changes in the Bid Documents except by a written amendment executed in the same manner as the Contract or by Change Order as described below:

CHANGE ORDERS:

- A. The Town, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work shall be executed under the applicable conditions of the Contract Documents.
 - B. A change order is a written order to the Contractor signed by the Board of Selectmen and the Contractor, after execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract sum and/or in the Contract time.
 - C. The terms of any change order shall be mutually agreed to by the Contractor and the Board of Selectmen.
- The entire work contemplated by the Contract shall be under the supervision of the Board of Selectmen, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.

➤ **DETERMINATION AND EXTENSION OF CONTRACT TIME.** It is an essential part of the Contract that the Contractor shall perform fully, entirely and in an acceptable manner, the work under Contract within the time stated in the Contract. If the Contractor finds it impossible for reasons beyond its control to complete the work within the Contract time, it shall make a written request to the Board of Selectmen for an extension of time setting forth the reasons which it believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Board of Selectmen finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, including but not limited to acts of God, utility relocation's, strikes, delays in the delivery of critical materials, and work requiring specialists for whose starting time a reasonable latitude must be allowed, the Board of Selectmen may extend the time for completion in such amount as conditions justify. When extension of the Contract time is required due to delays in the delivery of critical materials, sufficient evidence must be furnished to the Town at the time the delay occurs showing that such delay results from the materials being unavailable by reason of unusual market conditions such as an industry-wide strike, natural disaster or an area-wide shortage which arises after bids are taken and which prevents the procurement of materials within the allowable time of limitations. Delays due to slow

delivery from a source of supply when the required material is available elsewhere will not be considered as justification for an extension of time.

➤ **FAILURE TO COMPLETE ON TIME.** For each day that any work shall remain uncompleted after the Contract time specified for completion of the work, including extensions, the fixed daily charge specified below will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Town of any of its rights under the Contract. The Board of Selectmen may waive such portions of the liquidated damages as may occur after the work is in condition for safe and convenient use. The fixed, agreed liquidated damages shall be \$500.00 per day.

The Town may withhold any amount of money otherwise due the Contractor to offset such liquidated damage and the Contractor and its SURETY shall be liable to the Town for all additional liquidated damages as provided herein.

➤ **ASSIGNMENT.** The contractor shall not assign, sublet, or transfer its interests in this agreement without written consent of the Town of Rindge.

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Attachment B

Specifications

REPLACEMENT OF HORSE SHED ROOF

A. Scope:

- Strip the existing wood shingles (1 layer) and dispose of all materials in compliance with Local, State and Federal regulations.
- Install red rosin paper over the entire roof area
- Install Cedar Class A Roof Shingles

B. Ridge: Install cedar ridge boards, following the existing boards

C. Use of the Site: The Contractor may temporarily close off part of the driveway as needed to perform the work on the horse shed roof. Several parking spaces shall be maintained for the Owner use. Access must be kept open and clear to the building entrances and handicapped accessible ramp. Maintain access to the sprinkler system at all times.

D. Use of the Building: While the building is not occupied all the time, the building is used by the public at different times throughout the week from Monday through Sunday, including in the evenings. The contractor shall coordinate with the Owner at least one weeks in advance of any work on site. To develop a schedule of which dates and times will be available for the contractor. The building will not be available for the contractor to use on Sundays.

E. Guarantee: All work shall be guaranteed for a period of one year from time of substantial completion during which time any imperfection in workmanship or materials is to be corrected by the General Contractor at his own expense. Items appearing on the “punch list” at the time of Substantial Completion shall be repaired or replace prior to Final Completion and shall be guaranteed for a period of one year from the date of Final Completions.

F. Requirements: Fully Insured and all employees covered by workmen’s compensation.

G. Payment schedule:

- 50% paid on start date
- 90% paid at substantial completion
- Balance paid in full within 30 days of completion

H. Payment and Completion: A retainage of 10% of total work completed and stored to date will be applied to each progress payment.

I. Drug and Alcohol Program: All contractors, subcontractors, and independents must be able to supply documentation of participation in a drug and alcohol program as required by Federal Highway Administration regulations.

**IT IS THE INTENT OF THE TOWN TO ACCEPT A BID FOR REPLACEMENT OF THE
HORSESHED ROOF**

Rindge Department of Public Works

30 Payson Hill Road

Rindge, NH 03461