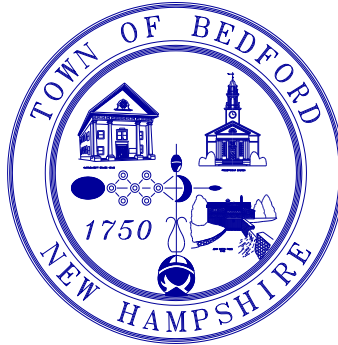


**TOWN OF BEDFORD**

*SITE LOCATION:*

**Bedford Center Cemetery, Church Road Bedford NH 03110**



**RFP 06-2022**

**BID FOR TURF IRRIGATION EXPANSION**  
**BEDFORD CENTER CEMETERY**

TOWN OF BEDFORD, NH  
DEPARTMENT OF PUBLIC WORKS  
55 CONSTITUTION DRIVE  
BEDFORD, NH 03110  
STEVE WIGGIN, Cemetery Trustee

# TOWN OF BEDFORD, NH

**RFP 06-2022**

## **BID FOR TURF IRRIGATION EXPANSION BEDFORD CENTER CEMETERY**

**May 2022**

The Town of Bedford New Hampshire Cemetery Trustees are soliciting bids from qualified companies for turf irrigation expansion at the Center Cemetery. The scope of work consists of the design and installation of a new turf irrigation system that will cover the south side of the Hilltop area as well as the two lower sections of the Bedford Center Cemetery, Church Road, Bedford, NH

Proposals will be received at the Town of Bedford Department of Public Works, Bedford Safety Complex, 55 Constitution Drive, 2<sup>nd</sup> Floor, Bedford, NH 03110, until 10:30 AM, local time, on June 9, 2022 at which time they will be publicly opened and read aloud.

The Proposal shall be submitted in a sealed envelope, addressed to the Town of Bedford NH, Department of Public Works and clearly marked in the lower left hand corner “TOB RFP 06-2022, Turf Irrigation expansion Bedford Center Cemetery Hilltop Section”.

The RFP document will be available at the Department of Public Works at the above address as well as online at <https://www.bedfordnh.org/367/RFP> beginning on Thursday, May 5, 2022. No RFP documents will be mailed. **A mandatory site meeting must be coordinated with Cemetery Trustee – Steven Wiggin**, email address [sfwiggin@gmail.com](mailto:sfwiggin@gmail.com) to review existing conditions, failure to do so will result in a rejection of proposal.

The Town of Bedford reserves the right to accept or reject any and all proposals or any part thereof, and to waive any minor informalities as it deems to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may declare a RFP as non-responsive and subject to disqualification.

All Requests for Proposals submission materials become the property of the Town of Bedford.

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INVITATION FOR BID

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- SECTION 00100 INSTRUCTIONS TO BIDDERS

1. Proposals must be made in accordance with the instructions to Bidders to be considered.
2. The Awarding Authority is the Town of Bedford, 24 North Amherst Road, Bedford, NH 03110.
3. Examination of Site and Contract Documents

Each bidder should inspect the site and existing conditions and fully acquaint himself with conditions as they exist; Familiarize himself with the scope of work, and any local conditions that may in any manner affect cost, progress or performance of the Work: Familiarize himself with federal, state and local laws, ordinances, rules, regulations that may in any manner affect cost, progress or performance of the Work. Each bidder should also examine all the Contract Documents in detail, including those relating to the work of trades other than his own.

Failure of any bidder to inspect and examine the site or to thoroughly examine the Contract Documents shall not in any way relieve him of any obligation with respect to his bid, or of any responsibility under the Contract Documents.

4. Interpretation of Contract Documents/Addenda

Any request for interpretation of the Contract Documents shall be submitted in writing to the Awarding Authority at least five days before the date established for the opening of bids. The Awarding Authority will consider such requests and, if he believes such interpretation or any supplemental instructions to be desirable, he will issue an addendum to the Contract Documents.

Copies of such addenda will be mailed/emailed to all persons to whom Contract Documents have been issued, but it is the responsibility of each bidder to verify the number of addenda which have been issued and to secure any needed copies from the Awarding Authority before submitting a bid. Addenda shall be issued at least two (2) days prior to the date set for the receipt of bids.

All requests for interpretation must be in writing. No oral interpretation of the Contract Documents where by the Director of Public Works or by others shall be binding or have any validity.

5. Preparation and Submission of Bid Form

Proposals shall be made on unaltered bid forms furnished by the Awarding Authority. Fill in all blank spaces in typewriter or ink. Where both written words and numerical figures are given, the written words shall apply in the event of conflict. Bid forms shall be signed with the name printed below signature. Where bidder is a corporation, bid form must be signed with the legal name of the corporation followed by the legal signature of an officer authorized to bind the corporation to a contract. Bid forms shall be sealed in an opaque envelope identified with the project name and the name of the bidder. Submit proposals as directed by the Invitation to Bid.

6. Modification and Withdrawal

Bids may not be modified after submittal. No bid may be withdrawn or modified after the date of submission except where the award of Contract has been delayed for 30 days, Saturdays, Sundays and legal holidays excluded.

7. Rejection of General Bids

The Town of Bedford reserves the right to reject any or all general bids or award in part.

8. Time for Completion

The Contractor shall start the work under this contract upon written notice from, and on a date set by, the Owner in the Notice to Proceed and by a date determined by the Cemetery Trustees, with all practical dispatch and regularity.

9. Submission Requirements

Sealed, written bids along with references will be received until 10:30 AM, June 9, 2022 at the following address:

Town of Bedford  
Department of Public Works  
Bedford Safety Complex  
55 Constitution Drive  
2<sup>nd</sup> Floor  
Bedford, NH 03110

**SECTION 00300 FORM FOR GENERAL BID**

**TO THE TOWN OF BEDFORD, NEW HAMPSHIRE**

NAME OF BIDDER: \_\_\_\_\_  
(please print)

BUSINESS LOCATION: \_\_\_\_\_  
(please print) CITY STATE

A. THE TOWN OF BEDFORD; BEDFORD, NH

Having carefully examined the Contract Documents and Specifications for turf irrigation system expansion at the Center Cemetery. The scope of work consisting of the design and installation of a new working turf irrigation system for the Hilltop south section and two lower areas of the Bedford Center Cemetery, Church Road, Bedford, NH as well as the site and conditions affecting the work, the undersigned proposes to furnish all labor and materials and equipment called for by them for the base work in accordance with said documents for the following LUMP SUM prices:

<u>Item No.</u>	<u>Unit</u>	<u>Brief Description</u>	<u>Total in Figures</u>
100.0	Lump Sum	Design and installation of a new working turf irrigation system for the Hilltop south section and two lower areas of the Bedford Center Cemetery, Church Road Bedford, NH	\$ _____

TOTAL OF BID

The computed Lump Sum contract price for all Items (100.0) inclusive, for designing and installing a new working turf irrigation system for the Hilltop south section and two lower areas of the Bedford Center Cemetery, Church Road Bedford, NH project is:

\_\_\_\_\_ Dollars and  
(in words)

\_\_\_\_\_ Cents (\$ \_\_\_\_\_).  
(in words) (in figures)

All entries shall be made clearly in ink or typewritten. Total amount to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

The prices shall include all labor, materials, bailing, shoring, excavation, loam and seed, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

B. This bid includes Addenda numbered \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

C. In submitting this Bid, the undersigned agrees:

- 1. To hold the bid open for thirty (30) days, Saturdays, Sundays and legal holidays excluded, from the date hereof.
- 2. To enter into and execute a Contract, if awarded, on the basis of this bid.
- 3. To accomplish the work in accordance with the Contract Documents.

D. The undersigned agrees to complete all work required by the contract by a date to be determined by the Cemetery Trustees.

E. The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partnership, corporation or other business or legal entity.

DATE: \_\_\_\_\_

SEAL (if corporation)

\_\_\_\_\_  
EXECUTED BY (signature)

\_\_\_\_\_  
TITLE (please print)

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
BUSINESS ADDRESS OF BIDDER (please print)

\_\_\_\_\_  
PHONE # OF BIDDER (please print)

\_\_\_\_\_  
FAX # OF BIDDER (please print)

**SECTION 00310 REFERENCES**

**The Bidder is required to fill out the following form to enable the Town to make inquiries and judgment as to the Bidder's experience, skill, and business standing.**

A. Number of years the Bidder has been in business: \_\_\_\_\_

B. List three (3) projects similar in nature to the project described herein that the Bidder has completed along with the approximate project cost. Include the name, address and telephone number of a reference for each project.

1. Project/Location: \_\_\_\_\_ Project Cost: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

\_\_\_\_\_

2. Project/Location: \_\_\_\_\_ Project Cost: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

\_\_\_\_\_

3. Project/Location: \_\_\_\_\_ Project Cost: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

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

\_\_\_\_\_

C. List of Subcontractors that the Bidder intends to use on this project:

\_\_\_\_\_  
\_\_\_\_\_



**SPECIFICATIONS EXCEPTION FORM**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications. It should not be the responsibility of the Town of Bedford to ferret out information concerning the materials which you intend to furnish. If your bid does not meet all our specifications you must state it in the space provided below:

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BIDS / RFP's on equipment, vehicles, computers, supplies, services and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your BID / RFP does not meet our specifications, and your exceptions are not listed above, the Town of Bedford may claim forfeiture on your Bid, if submitted.

Signed \_\_\_\_\_  
**I DO** meet specifications

Signed \_\_\_\_\_  
**I DO NOT** meet specifications as listed in this Bid, exceptions are in the space provided.

Failure to submit this form with your BID / RFP response may result in your BID / RFP being rejected as unresponsive.

**NON-COLLUSION STATEMENT**

The Undersigned certifies under penalties of perjury that this Bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the “PERSON” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Title \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

**INDEMNIFICATION AGREEMENT**

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Bedford, NH, it’s officials, officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or suppling work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the forgoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

Company \_\_\_\_\_

Taxpayer ID Number \_\_\_\_\_

Authorized Signature and Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_

SECTION 00500 OWNER/CONTRACTOR AGREEMENT

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the Town of Bedford, New Hampshire, hereinafter called "Owner" and \_\_\_\_\_ doing business as a \_\_\_\_\_ hereinafter (an individual or (a partnership) or (a corporation) called "Contractor"(Bidder).

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the design and installation of a new working turf irrigation system for the Hilltop south section and two lower areas of the Bedford Center Cemetery, Church Road Bedford, NH.
2. The Contractor will furnish all the material, supplies, tools equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the Work required by the Contract Documents on a date determined by the Cemetery Trustees. The completion date shall also be determined by the Cemetery Trustees, unless the period for completion is extended otherwise by mutual agreement between contractor and Owner.
4. The Contractor agrees to perform all the Work described in the Contract Documents and comply with the terms therein.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the date first above written.

OWNER:

CONTRACTOR:

Town of Bedford, New Hampshire

\_\_\_\_\_

\_\_\_\_\_  
Rick Sawyer, Town Manager

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Witnessed:

(corporate seal)

\_\_\_\_\_

SECTION 00510 NOTICE-OF-AWARD

**Irrigation Improvements to the Hilltop section of the Center Cemetery**

TO: \_\_\_\_\_

PROJECT DESCRIPTION: Design and installation of a new working turf irrigation system for the Hilltop south section and two lower areas of the Bedford Center Cemetery, Church Road, Bedford, NH 03110.

You are hereby notified that your Bid has been accepted in the amount of \$ \_\_\_\_\_ as per your bid dated \_\_\_\_\_ and opened on June 9, 2022.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid commitment. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the Notice-of- Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OWNER:

Town of Bedford, New Hampshire

By: \_\_\_\_\_  
Rick Sawyer, Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice-of-Award is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

## SECTION 00700 GENERAL CONDITIONS

### 1. DEFINITIONS:

- A. The Owner is the Town of Bedford, NH.
- B. The Contract Documents consist of Project Invitation for Bids, Instructions to Bidders, Form for General Bid, Notice of Award Form, Agreement Form, General Conditions, Supplementary General Conditions, Technical Specification and all addenda issued during the bidding period.
- C. The Owner, the Contractor, and the Owner's Designee are those mentioned as such in the Contract Documents. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.
- D. The term Subcontractor, as employed herein, includes only those have a direct contract with the Contractor and it includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- E. Written notice shall be deemed to have duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- F. The term "work" of the Contractor and Subcontractor includes labor and material or both.
- G. All time limits stated in the Contract Documents are of the essence of the Contract.
- H. The laws of the Federal Government, State of New Hampshire and Town of Bedford shall govern the construction under this Contract.

### 2. DOCUMENTS INTENT, EXECUTION, AND CORRELATION:

- A. The Contract Documents shall be signed in duplicate by the Owner and the Contractor.
- B. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called by all.
- C. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

### 3. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

- A. The Town or its Designee shall furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, if necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefore.

4. SHOP DRAWINGS:

- A. The Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other Contractor, required copies, checked and approved by him, of all shop drawings of materials and schedules required for the work of the various trades. The Town or its Designee shall check and approve, with reasonable promptness, such schedules and drawings only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor shall make any corrections required by the Town or its Designee, file with him two corrected copies, and furnish such other copies as may be needed. The Town's or is Designee's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Town's or its Designee's attention to such deviations at the time of submission, and secured his written approval, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

5. WORK EXECUTION REQUIREMENTS:

- A. Unless otherwise specified, the Contractor shall provide and pay for all materials, equipment, labor, water, tools, ladders, scaffolding, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.
- B. Unless otherwise specified all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.
- C. The Contractor shall be responsible for obtaining all necessary permits for the proper execution of the work, Town will waive permit fees.

6. PROTECTION:

- A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with the Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner, or due to causes beyond the Contractor's control and not to his fault or negligence. He shall adequately protect adjacent property as provided by law and the Contract Documents.

7. ACCESS TO WORK:

- A. The Owner or its Designee, shall have access to the construction areas to observe the work at such times so as not to impede the progress of the work or increase any risk to the Contractor.

8. SUPERINTENDENCE AND SUPERVISION BY CONTRACTOR:

- A. The Contractor shall keep on his work, during its progress, a competent supervisor and any necessary assistants, all satisfactory to the Town or its Designee.

9. CHANGES IN WORK:

- A. The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract Sum being adjusted accordingly.

All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

10. EXTRA CLAIMS:

- A. If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under the Contract, he shall give the Town written notice thereof within fifteen (15) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

11. CORRECTION OF WORK:

- A. The Contractor shall promptly remove from the premises all work condemned by the Town as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

12. DAMAGES:

- A. Should either party to the Contract suffer damages because of any wrongful act or neglect of the other party or of anyone employed by him, claim shall be made in writing to the party liable within a reasonable time for the first observance of such damage and not later than the final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

13. LIENS:

- A. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and if required in either case, an affidavit that as far as he has knowledge or information the releases and receipts include all labor and material for which a lien could be filed.

14. INSPECTION & DUTIES OF THE ENGINEER:

- A. The Engineer, as designated by the Town, shall be the Owner's representative during the installation period. The Engineer will make periodic visits to the site to familiarize himself/herself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. He/she will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and he/she will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of his/her observations while at work, will endeavor to guard the Owner against defects and deficiencies in the work of the Contractors, and he/she may condemn work as failing to conform to the Contract Documents. He/she shall have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents or otherwise in writing, which shall be shown to the Contractor. He/she shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Contract.

- B. In connection with the work, the Engineer shall not be responsible for construction methods, means, techniques, sequences or procedures employed by the Contractor nor his safety programs, requirements, regulations or precautions.
  - C. The Engineer shall be, in the first instance, the interpreter of the conditions of the Contract and the judge of its performance. He/she shall side neither with the owner nor the Contractor, but shall use his/her powers under the Contract to enforce its faithful performance by both.
15. DECISIONS OF THE ENGINEER:
- A. The Engineer shall, with a reasonable time, make decisions on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.
16. CLEAN-UP:
- A. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish, tools, scaffolding, and surplus materials from and about the site, and shall leave the work "broom-clean", or its equivalent, unless more exactly specified.
17. TIME FOR REQUISITION (Payment):
- A. The Contractor shall submit a requisition upon completion of the project to the Owner. Payments will be made in accordance with the Towns purchasing policy requirements, including governing laws.
18. FINAL INSPECTION:
- A. When the work of is substantially completed, the Contractor shall notify the Awarding Authority in writing that the work is ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the Awarding Authority having charge of inspection and shall be given at least five days prior to the date stated for final inspection. If the Awarding Authority determines that the work is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in such notice, or as soon thereafter as is practicable.
19. OTHER CONTRACTS:
- A. The Awarding Authority may award, or may have awarded, other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Awarding Authority. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor as scheduled.
20. TERMINATION OF CONTRACT:
- A. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, plus any extension thereof as provided in these Contract Documents, the Awarding Authority, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Awarding Authority may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the



Awarding Authority for any additional cost incurred by the Awarding Authority in its completion of the work and they shall also be liable to the Awarding Authority for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is terminated, the Awarding Authority may take possession of and utilize in completing the work such materials, tool, equipment and plans as may be on the site of the work and necessary therefore.

21. USE OF PREMISES:

- A. The Contractor shall confine his equipment, storage of materials, and construction operations to the limits prescribed by ordinances or permits, or as may be directed by the Awarding Authority and shall not unreasonably encumber the premises with his salvaged material.
- B. The Contractor shall comply with all reasonable instructions of the Awarding Authority and all ordinances and codes requiring signs, advertising, traffic, fires, explosives, danger signals, barricades, and fire protection.

22. GENERAL GUARANTEE:

- A. Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Awarding Authority shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with terms of Contract Documents. The Awarding Authority will comply with terms of Contract Documents. The Awarding Authority will give notice of observed noncompliance with reasonable promptness.

SECTION 00800 SUPPLEMENTAL GENERAL CONDITIONS

1. In General:
  - A. The General Conditions of the Contract consist of two general divisions as follows:
    - a. The General Conditions for the Construction.
    - b. The Supplementary General Conditions containing specific regulations and requirements pertaining to this work.
2. Definition of Terms:
  - A. The Owner - The Town of Bedford
  - B. Public Works Director Jeff Foote, 55 Constitution Drive, Bedford, NH 03110.
  - C. The Contractor - Unless especially noted or evident to the contrary, the "Contractor: as used in these specifications signifies the General Contractor for the work herein specified.
3. Contractor's Liability Insurance:
  - A. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
    - a. Claims under Workmen's Compensation disability benefit and other similar employee benefit acts;
    - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage;
    - c. Claims for damage because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage; and
    - d. Claims for damage because of injury to or destruction of tangible property, including loss of use resulting there from.
  - B. The insurance required by the above sub-paragraph shall be written for not less than the following minimum limits of liability:
    - a. Workmen's Compensation: Statutory  
  
Employer's Liability: \$500,000
    - b. Comprehensive General Liability:

Bodily Injury:  
\$500,000/\$1,000,000 (Each Person/Each Occurrence)  
Property Damage:  
\$100,000/\$300,000 (Each Occurrence/Aggregate)

c. Comprehensive Automobile Liability:

Bodily Injury:  
\$500,000/\$1,000,000 (Each Person/Each Occurrence)  
Property Damage:  
\$100,000 (Each Occurrence)

4. Contract Documents:

- A. The Contractor shall be furnished with four (4) sets of drawings and specifications and any additional sets required will be furnished at cost of reproduction.

5. Building Risks:

- A. The General Contractor shall understand that the materials and work are entirely at his risk until the same is accepted and he will be held responsible and liable for their safety.

6. Damages for Delay:

- A. It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning and time for completion as specified in the contract of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the contract form.
- B. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof with the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the same is a reasonable time for taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- D. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever. Where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract.

7. Subsurface Conditions or Latent Physical Conditions:

- A. If, during the progress of work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

## SECTION 00900 PROJECT DESCRIPTION OF WORK

### PROJECT DESCRIPTION OF WORK

Contractor is responsible for providing all materials, equipment and labor to perform the design and installation of a new working turf irrigation system for the Hilltop south section and two lower areas of the Bedford Center Cemetery, Church Road Bedford, NH. Prior to bid, the final scope of work shall be confirmed in a mandatory meeting on site with Cemetery Trustee Steven Wiggin [sfwiggin@gmail.com](mailto:sfwiggin@gmail.com)

- A. Contractor shall design new irrigation systems to operate within the operational limitations of the two existing on site wells.
- B. Contractor shall install new irrigation lines and control wiring either by pulling by vibratory plow or trenching as necessary to a depth of 6-10 inches. All disturbed areas shall be loam and seed all disturbed areas with screened loam and appropriate grass seed and starter fertilizer.
- C. Contractor shall install all required sprinkler heads, control valves, time clocks and irrigation boxes. The contractor shall be responsible for a complete working irrigation system in this south Hilltop section of the property and two lower sections of the Center Cemetery with even water distribution.

### 1.2 SUBMITTALS

- A. Submit to Owner list of all materials to be used on project.

### 1.3 IRRIGATION MATERIALS

#### A. Sprinkler Heads:

The sprinkler shall be of the gear-driven, rotary type, capable of covering a 22-52 foot radius at 20-70 PSI with a discharge rate of 0.5-14 GPM. The sprinkler shall be available with twelve (12) standard nozzles discharging from 0.5 to 14.1 GPM. The sprinkler shall have radius adjustment capabilities by means of a stainless-steel nozzle retainer/radius adjustment screw.

The sprinkler shall be available in an adjustable arc part-circle configuration. The adjustable part-circle unit shall be minutely adjustable from 40° to 360°. The adjust-able unit shall be adjustable in all phases of installation (i.e., before installation, after installation while static, and after installation while in operation).

The sprinkler shall have a minimum of 4-inch (10 cm) pop-up stroke to bring the rotating nozzle turret into a clean environment. The sprinkler shall have a rubber cover firmly attached to the top of the riser. The sprinkler shall have an exposed surface diameter after installation of 1-3/4 inches (4 cm) and have an overall height of 7-3/8 inches (19 cm). The unit shall have a 3/4-inch Female National Pipe Thread (FNPT) inlet. The sprinkler shall be serviceable after installation by unscrewing the body cap, removing the riser assembly, and extracting the inlet filter screen. The body and riser of the sprinkler shall be constructed of corrosion resistant, impact resistant, heavy-duty A.B.S. It shall have a stainless steel spring for positive re-traction of the riser when irrigation is complete.

The sprinkler shall be manufactured by Hunter, Rainbird, Toro or approved equal.

B. Zone Valves:

The valve shall be a 1" (25 mm) solenoid operated irrigation control valve available in a design utilizing bonnet bolts or a removable jar-top ring, which allows for servicing without tools. The body shall be constructed of corrosion- and UV-resistant PVC. The threaded bonnet ring shall be constructed of glass-filled nylon (jar-top only). The diaphragm shall feature a double-beaded seal design.

Molded plastic body, normally closed, diaphragm type with optional manual flow adjustment, and operated by a 24 VAC solenoid for residential and commercial/institutional applications. The solenoid shall be an encapsulated, one-piece unit with a captive plunger. It shall be equipped with manual internal bleed capability to release the upper chamber water to the downstream piping, allowing the valve to open. The valve shall have an internal manual bleed screw that provides an additional method for manual operation of the valve.

Recommended pressure range: 20 to 150 PSI (1.5 to 10 bar; 150 to 1000 kPa)  
Flow rate 0.2 to 40 GPM (0.05 to 9 m<sup>3</sup>/hr; 0.7 to 150 l/min)

Solenoid power The standard solenoid shall be a 24 VAC unit with a 350 mA inrush current and 190 mA holding current at 60 cycles and a 370 mA inrush current and 210 mA holding current at 50 cycles.

The Zone Valve shall be manufactured by Hunter, Rainbird, Toro or approved equal.

C. Piping and Fittings:

Irrigation piping shall be constructed of black polyethylene with a specific use for underground irrigation systems meeting ASTM D-2239, ANSI / NSF Standard 61 with a 100 Psi maximum pressure rating. All fittings shall be corrosion resistant and suitable for use in underground irrigation systems. Band clamps shall be constructed of stainless steel.

D. Time Clock and Control Wiring:

Time clock shall be multi zone and fully programmable. Time clocks shall be manufactured by Hunter, Rainbird, Toro or approved equal.

All control wiring shall be rated for direct burial and suitable for use with underground irrigation systems in compliance with industry standards.

#### 1.4 INSTALLATION

- A. All materials shall be installed per industry standards in a workman like manner.
- B. Contractor shall install new irrigation lines and control wiring either by pulling by vibratory plow or trenching as necessary to a depth of 6-10 inches.
- C. Contractor shall install all sprinkler heads at proper height so as not to be damaged during regular turf mowing's. All sprinkler heads shall be installed with a swing joint. All fitting and splice connections shall be double clamped.

- D. All disturbed areas shall be loam and seed all disturbed areas with screened loam and appropriate grass seed and starter fertilizer.
- E. Contractor shall utilize existing time clocks on site extending control wiring as necessary.

1.5 PROTECTION

- A. Contractor shall be mindful of Cemetery tombstones and plantings not to damage.