

# PATHWAYS CONSULTING, LLC

Planning • Civil & Environmental Engineering • Surveying • Construction Assistance  
240 Mechanic Street • Suite 100  
Lebanon, New Hampshire 03766  
(603) 448-2200 • Fax: (603) 448-1221

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## ADDENDUM NO. 1

TO: ALL PLAN HOLDERS OF RECORD

FROM: SCOTT A. WILLIAMS, P.E., PROJECT MANAGER

RE: ADDENDUM NO. 1 FOR THE HANOVER HIGH SCHOOL TRACK IMPROVEMENTS (CONTRACT 2 – PAVING AND SURFACING) PROJECT, SAU #70/DRESDEN SCHOOL DISTRICT, HANOVER, NEW HAMPSHIRE (Project No. 10021)

DATE: March 22, 2023

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This Addendum, titled ADDENDUM NO. 1, forms part of the CONTRACT DOCUMENTS and modifies the BIDDING DOCUMENTS, dated March 1, 2023, prepared by Pathways Consulting, LLC (Pathways) for **Contract 2 – Paving and Surfacing** only. Amendments and additions are noted below.

**Acknowledge receipt of this Addendum in the space provided on the Bid Proposal. Failure to do so may disqualify the Bidder.**

### **CONTRACTOR QUESTIONS:**

*None received.*

### **REVISIONS:**

The SAU #70/Dresden School District has hereby revised the contract completion times in the documents noted below to allow Contract 2 work to start earlier, and correspond to date changes made in Contract 1, as follows:

“CONTRACT COMPLETION TIME: Contract 2 (Paving and Surfacing) shall be scheduled to begin on August 2, 2023, with completion by September 10, 2023. SAU #70/Dresden School District is willing to discuss flexibility in completion of the surfacing and striping by October 1, 2023, if colder weather does not impact application in accordance with the manufacturer’s standards.

Contract 1 work by others is expected to begin in late June 2023 following the end of the school year. Contract 1 must have all site work completed prior to August 1, 2023, turf establishment and sod completed by September 15, with Substantial Completion by September 15, 2023, and Final Completion by September 30, 2023.”

See attached Revised Advertisement for Bids, Instructions for Bidders, Bid Proposal, and Agreement. **Please use the revised Bid Proposal page BP-1 (attached) when submitting your bids.**

**GENERAL INFORMATION:**

Current Registered Plan Holder List

<u>Plan Holder</u>	<u>Email</u>
L&M Service Contractors	<a href="mailto:jeff@lmhanover.com">jeff@lmhanover.com</a>
GMI Asphalt Inc.	<a href="mailto:ron@gmiasphalt.com">ron@gmiasphalt.com</a>
J.P. Sicard, Inc.	<a href="mailto:j.racine@jpsicard.com">j.racine@jpsicard.com</a>
Rekortan Tracks	<a href="mailto:Mason.watkins@rekortan.com">Mason.watkins@rekortan.com</a> <a href="mailto:Serge.silva@rekortan.com">Serge.silva@rekortan.com</a>
Construction Summary	<a href="mailto:bobmorin@constructionsummary.com">bobmorin@constructionsummary.com</a>
Dodge Data & Analytics	<a href="mailto:support@construction.com">support@construction.com</a>

Pre-bid Meeting Attendee List

Company

<u>Contact Person:</u>	<u>Company</u>
Anthony Daigle	SAU #70/Dresden School District
Ron Vaillancourt	GMI Asphalt Inc.
Jason Racine	JP Sicard Inc.
Jeff Durell	L&M Service Contractors
Scott Williams	Pathways Consulting, LLC
Dylan Spencer	Pathways Consulting, LLC

ENCLOSURES

ADVERTISEMENT FOR BIDS  
HANOVER HIGH SCHOOL TRACK IMPROVEMENTS  
CONTRACT 2 (PAVING AND SURFACING)  
SAU #70/DRESDEN SCHOOL DISTRICT  
HANOVER, NEW HAMPSHIRE

SAU #70/Dresden School District invites sealed bids for the Hanover High School Track Improvements Project Contract 2 (Paving and Surfacing) in Hanover, New Hampshire (NH) in accordance with Contract Documents prepared by Pathways Consulting, LLC, 240 Mechanic Street, Suite 100, Lebanon, NH 03766.

**SCOPE OF WORK:** Contract 2 includes fine grading of the new track, long jump/triple jump runways, pole vault runway and jump pads, and high jump area prior to paving; base and wearing course paving of the new track, long jump/triple jump, pole vault, and high jump areas; reconstruction of long jump/triple jump sand pits and takeoff boards for runways; reconstruction of the shot put pad, discus throw pad, and pole vault pads for standards and vault boxes; surfacing of new track surfaces with Beynon BSS-100 Polyurethane Track Surface (base bid) or Plexitrac Accelerator Track Surface (additive alternative); and line markings for track and long jump/triple jump in accordance with NFHS standards.

This Contract is being completed separate from Contract 1 (Sitework) that includes all other earthwork required for reconstruction of the track in accordance with the Drawings. Under Contract 1 the contractor will be responsible for bringing select materials to proper grade and rough grading of the track, long jump/triple jump area, pole vault area, shot put pad area, discus pad area, and high jump area, in preparation for Contract 2. Even though the site work is under a separate Contract, the Contractor must communicate all work with the parties involved with Contract 1 (Sitework) in order to make sure there is no conflict in schedule or the work.

**BIDS:** Sealed bids will be received at the SAU #70 office, 41 Lebanon Street, Suite 2, Hanover, NH 03755 until 2:00 p.m., Eastern Standard Time, on Wednesday, March 29, 2023. Bids must be submitted in accordance with the “Instructions for Bidders” section of the Contract Documents.

The Owner reserves the right to reject any and all bids and to waive any informality in the bid.

**CONTRACT COMPLETION TIME:** Contract 2 (Paving and Surfacing) shall be scheduled to begin on August 2, 2023, with completion by September 10, 2023. SAU #70/Dresden School District is willing to discuss flexibility in completion of the surfacing and striping by October 1, 2023, if colder weather does not impact application in accordance with the manufacturer’s standards.

Contract 1 work by others is expected to begin in late June 2023 following the end of the school year. Contract 1 must have all site work completed prior to August 1, 2023, turf establishment and sod completed by September 15, with Substantial Completion by September 15, 2023, and Final Completion by September 30, 2023.

**PLANS AND SPECIFICATIONS:** Contract documents may be examined at the following offices during regular business hours:

Physical Copies:

1. Pathways Consulting, LLC, 240 Mechanic Street, Suite 100, Lebanon, NH 03766

2. SAU #70 Office, 41 Lebanon Street, Suite 2, Hanover, NH 03755

Electronic Copies:

1. Construction Summary of NH, (603) 627-8856, [www.constructionsummary.com](http://www.constructionsummary.com)
2. Dodge, Data & Analytics, (877) 958-5062, <https://leads.construction.com/construction/projects>
3. Dresden School District Website, [www.sau70.org/departments/current-bids](http://www.sau70.org/departments/current-bids)

PDF copies of plans and specifications can be obtained on the SAU website ([www.sau70.org/departments/current-bids](http://www.sau70.org/departments/current-bids)) at no cost to the Bidder. Additional hard copies of the Plans and Contract Documents may be obtained at the office of Pathways Consulting, LLC upon receipt of \$80.00 for each set, which is non-refundable. Checks should be made payable to Pathways Consulting, LLC. All requests for mailed documents must be accompanied by an additional fee of \$30.00 to cover the cost of postage and handling. All questions concerning obtaining the plans and specifications shall be directed to Pathways Consulting, LLC (603-448-2200, [jeff.goodrich@pathwaysconsult.com](mailto:jeff.goodrich@pathwaysconsult.com)).

**PRE-BID SITE VISIT:** A non-mandatory pre-bid site visit will be held for this project at 1:00 p.m. on Friday, March 10, 2023. Interested contractors should meet at the project site at the Hanover High School track facility located at 41 Lebanon Street, Hanover, NH. Contractors who do not attend the pre-bid site visit, but intend to submit a bid, should register with Jamie J. Teague ([jamieteague@hanovernorwichschools.org](mailto:jamieteague@hanovernorwichschools.org)) at the SAU #70/Dresden School District office to make sure that they receive any bid addenda or other contractor information. Failure to do so may result in a rejected bid.

## INSTRUCTIONS FOR BIDDERS

SAU #70/Dresden School District invites sealed bids for the Hanover High School Track Improvements Contract 2 (Paving and Surfacing) Project in Hanover, New Hampshire (NH) in accordance with Contract Documents prepared by Pathways Consulting, LLC, 240 Mechanic Street, Suite 100, Lebanon, NH 03766.

Sealed bids will be received at the SAU #70 office, 41 Lebanon Street, Suite 2, Hanover, NH 03755 until 2:00 p.m., Eastern Standard Time, on Wednesday, March 29, 2023. Bids must be marked and addressed to the attention of Jamie J. Teague, Business Administrator. If mailed, bids must be received no later than the time and date stated above. All bids should be sealed and clearly marked as “Hanover High School Track Improvements Contract 2 (Paving and Surfacing) Project” and as indicated in the Instructions to Bidders. A bid bond will NOT be required for this project. Bids must be complete and include all required documentation requested in the Contract Documents. Bids may also be submitted electronically to [jamieteague@hanovernorwichschools.org](mailto:jamieteague@hanovernorwichschools.org).

**LOCATION:** The site is located at the Hanover High School track facility, 41 Lebanon Street, Hanover, NH.

**PROJECT SUMMARY:** Contract 2 includes fine grading of the new track, long jump/triple jump runways, pole vault runway and jump pads, and high jump area prior to paving; base and wearing course paving of the new track, long jump/triple jump, pole vault, and high jump areas; reconstruction of long jump/triple jump sand pits and takeoff boards for runways; reconstruction of the shot put pad, discus throw pad, and pole vault pads for standards and vault boxes; surfacing of new track surfaces with Beynon BSS-100 Polyurethane Track Surface (base bid) or Plexitrac Accelerator Track Surface (additive alternative); and line markings for track and long jump/triple jump in accordance with NFHS standards.

This Contract is being completed separate from Contract 1 (Sitework) that includes all other earthwork required for reconstruction of the track in accordance with the Drawings. Under Contract 1 the contractor will be responsible for bringing select materials to proper grade and rough grading of the track, long jump/triple jump area, pole vault area, shot put pad area, discus pad area, and high jump area, in preparation for Contract 2. Even though the site work is under a separate Contract, the Contractor must communicate all work with the parties involved with Contract 1 (Sitework) in order to make sure there is no conflict in schedule or the work.

**CONTRACT COMPLETION TIME:** Contract 2 (Paving and Surfacing) shall be scheduled to begin on August 2, 2023, with completion by September 10, 2023. SAU #70/Dresden School District is willing to discuss flexibility in completion of the surfacing and striping by October 1, 2023, if colder weather does not impact application in accordance with the manufacturer’s standards.

Contract 1 work by others is expected to begin in late June 2023 following the end of the school year. Contract 1 must have all site work completed prior to August 1, 2023, turf establishment and sod completed by September 15, with Substantial Completion by September 15, 2023, and Final Completion by September 30, 2023.

This contract shall not be subject to Liquidated Damages.

**PLANS:** PDF copies of plans and specifications can be obtained on the SAU #70 website ([www.sau70.org/departments/current-bids](http://www.sau70.org/departments/current-bids)) at no cost to the Bidder. Additional hard copies of

the Plans and Contract Documents may be obtained at the office of Pathways Consulting, LLC upon receipt of \$80.00 for each set, which is non-refundable. Checks should be made payable to Pathways Consulting, LLC. All requests for mailed documents must be accompanied by an additional fee of \$30.00 to cover the cost of postage and handling. All questions concerning obtaining the plans and specifications shall be directed to Pathways Consulting, LLC (603-448-2200, [jeff.goodrich@pathwaysconsult.com](mailto:jeff.goodrich@pathwaysconsult.com)).

**PLANS, SPECIFICATION, AND PROPOSAL MAY BE VIEWED AT THE OFFICE OF:**

Physical Copies:

1. Pathways Consulting, LLC, 240 Mechanic Street, Suite 100, Lebanon, NH 03766
2. SAU #70 Office, 41 Lebanon Street, Suite 2, Hanover, NH 03755

Electronic Copies:

1. Construction Summary of NH, (603) 627-8856, [www.constructionsummary.com](http://www.constructionsummary.com)
2. Dodge, Data & Analytics, (877) 958-5062, <https://leads.construction.com/construction/projects>
3. Dresden School District Website, [www.sau70.org/departments/current-bids](http://www.sau70.org/departments/current-bids)

**PRE-BID SITE VISIT:** A non-mandatory pre-bid site visit will be held for this project at 1:00 p.m. on Friday, March 10, 2023. Interested contractors should meet at the project site at the Hanover High School track facility located at 41 Lebanon Street, Hanover, NH. Contractors who do not attend the pre-bid site visit, but intend to submit a bid, should register with Jamie J. Teague ([jamieteague@hanovernorwichschools.org](mailto:jamieteague@hanovernorwichschools.org)) at the SAU #70/Dresden School District office to make sure that they receive any bid addenda or other contractor information. Failure to do so may result in a rejected bid.

**QUESTIONS:** During the advertising phase of this project, all questions shall be addressed in writing solely to Jamie J. Teague, Business Administrator, SAU #70/Dresden School District, Phone (603) 643-6050 ext. 2008 or submitted in writing to [jamieteague@hanovernorwichschools.org](mailto:jamieteague@hanovernorwichschools.org). No additional questions will be received after 5:00 p.m. on Friday, March 17, 2023 in order to allow for sufficient time to issue a final bid addendum, if required.

**BID PREPARATION AND SUBMISSION:**

- A. Bidders are expected to examine the specifications, drawings, all instructions, and the construction site. Failure to do so will be at the bidder's risk. A non-mandatory pre-bid conference is scheduled to present the proposed project and field conditions.
- B. All bids must be submitted on the forms provided by the OWNER. Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet, which requires the information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of the agent's authority; bidders should retain a copy of their bid for their own records.
- C. All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Hanover High School Track Improvements Project (Contract 2)", any project or other identifying number, the bidder's name, and the date and time for receipt of bids.
- D. This solicitation requires bidding on all items; failure to do so will disqualify the bid.
- E. Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
- F. Bids submitted by electronic methods, telegram, or facsimile (fax) machines will be

- considered, but the contractor is responsible for verifying receipt.
- G. All blank spaces under the page(s) headed “Bid Proposal” must be filled in with ink or typewriter in both words and figures indicating the unit price for each respective bid item. The bid total shall also be written in words and figures.
  - H. In case of a discrepancy between the bid total written in words and that entered as a figure, the price written in words shall govern.
  - I. In case of a discrepancy between a unit price written in words and one entered in figures, the price written in words shall govern.
  - J. The estimate quantities are not guaranteed but are given as a basis for the comparison of bids.

#### **BID VALID PERIOD:**

Bidder shall hold prices on bid form for 45 days from the date the bids are to be submitted. No bid bond is required.

#### **EXPLANATION AND INTERPRETATION TO PROSPECTIVE BIDDERS:**

- A. Any prospective bidder desiring an explanation or interpretation of the solicitation, specification, drawings, etc., must request it in writing to Jamie J. Teague, Business Administrator, SAU #70/Dresden School District, Phone (603) 643-6050 ext. 2008, [jamieteague@hanovernorwichschools.org](mailto:jamieteague@hanovernorwichschools.org). No additional questions will be received after 5:00 p.m. on Friday, March 17, 2023. SAU #70/Dresden School District will provide the appropriate addendum to answer bidder questions to all registered plan holders, a minimum 5 working days before the bid due date.
- B. Any information obtained by, or provided to, a bidder other than by formal addendum to the solicitation shall not constitute a change to the solicitation.

#### **ADDENDUM TO INVITATION TO BIDS AND INSTRUCTIONS TO BIDDERS:**

- A. If this information is amended, then all terms and conditions which are not modified remain unchanged.
- B. Bidders shall acknowledge receipt of any addendum to this solicitation by identifying the addendum number and date on the bid form. Bids which fail to acknowledge the bidder’s receipt of any addendum may result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the OWNER’S requirements.

#### **RESPONSIBILITY OF PROSPECTIVE CONTRACTOR**

- A. A prospective bidder/contractor may not have been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal or State agency within the last three (3) years; or have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; or have been indicted, convicted, or had civil judgment rendered against it by a court of law having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. A prospective bidder/contractor must be registered with the State of New Hampshire Secretary of State’s office to do business within the State of New Hampshire by the execution date of any contract.
- C. A bidder may submit a unit bid price that is obviously below the cost of the bid item. If the OWNER awards and enters into a contract with a Bidder that has submitted a unit bid price that is obviously below cost, the contractor shall be obligated to perform the work under such item as indicated in the contract documents and/or directed by the Engineer.

- D. If a bidder submits a unit bid price of zero for a contract bid item, the bid will be declared informal and rejected from consideration.
- E. When “Alternate Bid Items” are indicated in the Proposal bidders must bid on all pay items in each set of “Alternate Bid Items.” Failure to bid on all of the “Alternate Bid Items” in the proposal may result in rejection of the Bid.
- F. When it is indicated in the contract documents or drawings that the payment or costs of work are incidental or subsidiary to one or more other contract items (but not to specific other items), such costs shall be included by the bidder in the price bid for all other contract items.

#### **AVAILABILITY OF LANDS FOR WORK, ETC.**

- A. All work shall be limited to within the limits of disturbance depicted on the Drawings. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by the Contractor. Use of those lands shall be compliant with all Federal, State, and local laws, regulations, and ordinances.

#### **FAMILIARITY WITH LAWS, ORDINANCES, AND REGULATIONS**

- A. By submitting a bid, a prospective bidder/contractor certifies that it is familiar with all Federal, State, and local laws, ordinances, and regulations which affect in any way the materials, equipment, haul roads used in or upon the work, the conduct of the work, and the persons engaged or employed in the performance of the work to be performed pursuant to the contract.
- B. By submitting a bid, a prospective bidder/contractor certifies that it shall forthwith report in writing to the ENGINEER any provisions in the plans, proposal, specifications, or proposed contract that the bidder/contractor believes is in conflict with or inconsistent with any Federal, State, or local laws, ordinance, or regulation.
- C. By submitting a bid, a prospective bidder/contractor certifies that if, during its investigation of the work in the process of preparing its bid, it discovers or encounters subsurface or latent physical conditions at a project site differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, it shall notify in writing the ENGINEER of the specific differing conditions immediately upon discovering or encountering the differing site conditions.
- D. A prospective bidder/contractor further certifies that if it fails to notify the Engineer of any differing site conditions as described above, it shall waive any and all rights that it might have to additional compensation from the OWNER for additional work as a result of the differing site conditions and that it shall not bring claim for additional compensation because of differing site conditions.
- E. By submitting a bid, a prospective bidder/contractor certifies that no claim or defense or ignorance or misunderstanding concerning Federal, State, or local laws, ordinances and/or regulations will be employed by a bidder/contractor or considered by the OWNER in claims, litigation, alternate dispute resolution procedures, or other matters concerning the contract for which the bid is submitted.

#### **LATE SUBMISSION, MODIFICATIONS, AND WITHDRAWAL OF BIDS**

- A. Any bid received at a place designated in the solicitation after the exact time specified for receipt will not be considered.
- B. Any modification or withdrawal of a bid is subject to the same conditions as in Paragraph A of this provision.



- C. The only acceptable evidence to establish the time of the receipt at the OWNER is the time/date stamp of the OWNER on the proposal wrapper, or other documentary evidence of receipt maintained by the OWNER.
- D. Bids may be withdrawn in written notice at any time before the exact time set for opening of bids. A bid may be withdrawn in person by a bidder or its authorized agent if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## **REJECTION OF BIDS**

- A. A proposal may be declared “informal” and hence rejected if it shows any alteration of form, omissions or additions not called for in the proposal, lacks proper signatures, is a conditional bid, has alternate bids unless required in the proposal, has irregularities of any kind, has changes to the printed content, is submitted on a form not furnished by the OWNER, is incomplete, fails to acknowledge receipt of one or more addendums, or includes a clause in which a bidder reserves a right to accept or reject the contract award.
- B. A proposal may be rejected at the time of bid opening or following analysis to confirm the proposal.
- C. The OWNER may reject any or all proposals, waive any or all technicalities, and/or advertise for new proposals if in its sole judgment, or that of the awarding authority, the best interest of the OWNER, or the awarding authority, will be served.
- D. Bids that fail to acknowledge the bidders receipt of any addendum, will result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the OWNER’S requirements.
- E. The OWNER will decide whether any bid prices are unbalanced above or below a reasonable cost analysis value as evaluated by the Design Engineer. Proposals in which bid prices are unbalanced, mathematically and/or materially, may be rejected at the sole discretion of the OWNER. For purposes of this subsection “mathematically unbalanced bid” and “materially unbalanced bid” shall have the same meaning as in 23 CFR Part 635-Construction and Maintenance.
- F. Prospective bidders may be disqualified for various reasons including (a) submission of more than one proposal for the same work by an entity under the same or different names, (b) evidence of collusion among bidders, or (c) any other cause for suspension or debarment.

## **CONTRACT AWARD**

- A. The OWNER will evaluate bids in response to this solicitation without discussions and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the OWNER considering only price and any price related factors specified in the solicitation.
- B. Opened proposals will be considered and submitted bids confirmed, on the basis of the summation of the products of the quantities shown in each proposal’s Schedule of Items multiplied by the unit bid prices bid. In the event of a discrepancy between the written bid amount and the alpha numeric figure, the written amount shall govern. In the event of a discrepancy between a unit price and the calculated extension, the product based on the unit bid price and the mathematically correct summation of the products shall govern.
- C. A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.
- D. Signing of the agreement will follow once the required bonds and insurances are in hand with the OWNER.

## **CONTRACT BONDS**

- A. The successful bidder will be required to furnish a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the bid submitted. Surety companies executing the Bond must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and must be authorized to transact business in the State of New Hampshire.

## **SIGNING THE CONTRACT**

- A. A contract signing will be scheduled between the OWNER and the successful bidder/contractor following distribution of the Notice of Award.
- B. Failure to comply with any of the requirements of these provisions relative to signing the contract or failure to furnish the required surety prior to the contract signing shall be just cause for the annulment of the award of the contract.
- C. If the contract award or the contract is annulled, the OWNER may award the contract to the next lowest responsible bidder that has submitted a proposal that complies with all the provisions required to make it formal or advertise a new request for bids in the contract(s).
- D. Failure by the contractor to sign the contract within the time provided by this subsection shall not be a reason for an extension of the contract completion date.

## **TAXES AND INSURANCE REQUIREMENTS**

In accordance with the General Conditions

## **PERMITS**

The work is subject to the conditions included in the following permits:

- A. None

BID PROPOSAL

Proposal of \_\_\_\_\_  
(hereinafter called "BIDDER"), organized and existing under the laws of the State of

\_\_\_\_\_ doing business as \_\_\_\_\_  
Corporation, Partnership, or an Individual

To SAU #70/DRESDEN SCHOOL DISTRICT (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the HANOVER HIGH SCHOOL TRACK IMPROVEMENTS CONTRACT 2 (PAVING AND SURFACING) PROJECT in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

The BIDDER will commence the WORK required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED. Work shall start on or around August 2, 2023 with completion achieved by September 10, 2023.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

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

BIDDER agrees to perform all WORK described in the CONTRACT DOCUMENTS for the following lump sums and/or unit prices.

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
and between SAU #70/Dresden School District, hereinafter called **“OWNER”**  
(Name of OWNER)  
and \_\_\_\_\_ doing business as (an individual,) or (a  
(Name of CONTRACTOR)  
partnership,) or (a corporation) hereinafter called **“CONTRACTOR”**.

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

1. The **CONTRACTOR** will commence and complete the construction of

Hanover High School Track Improvements Contract 2 (Paving and Surfacing) Project  
(Project)

2. The **CONTRACTOR** will furnish all of 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** within 10 calendar days after the date of the **NOTICE TO PROCEED unless the for completion is extended otherwise by the CONTRACT DOCUMENTS**. Work on the project shall be as follows: Work shall start on or around August 2, 2023 with completion achieved by September 10, 2023.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the sum \$ \_\_\_\_\_ or as shown in the **BID** schedule.
5. The term **“CONTRACT DOCUMENTS”** means and includes the following:
- (A) ADVERTISEMENTS FOR BIDS
  - (B) INSTRUCTIONS FOR BIDDERS
  - (C) BID PROPOSAL
  - (D) AGREEMENT
  - (E) PERFORMANCE BOND
  - (F) PAYMENT BOND
  - (G) GENERAL CONDITIONS
  - (H) NOTICE OF AWARD
  - (I) NOTICE TO PROCEED
  - (J) CHANGE ORDER(S)
  - (K) CONTRACTORS AFFIDAVIT
  - (L) CONTRACTORS RELEASE
  - (M) CERTIFICATE OF SUBSTANTIAL COMPLETION
  - (O) DRAWINGS prepared by:

Pathways Consulting, LLC

numbered 1 through 9 and dated March 1, 20 23

(Q) SPECIFICATIONS prepared or issued by:

Pathways Consulting, LLC

and dated March 1, 20 23

(R) ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_\_\_

- 6. 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**.
- 7. 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 in four (4) copies, each of which shall be deemed an original on the date first above written.

**OWNER:** \_\_\_\_\_

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

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

(Please type)

(SEAL)

ATTEST: \_\_\_\_\_

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

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

**CONTRACTOR:** \_\_\_\_\_

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

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

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

\_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

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

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