



***Town of Littleton, NH***

*125 Main Street, Suite 200*

*Littleton, NH 03561*

*603-444-3996*

*Fax 603-444-8063*

**REQUEST FOR PROPOSALS**

**2026 Road & Sidewalk Improvements**

***PROPOSALS DUE***

***WEDNESDAY, APRIL 08, 2026 @ 2:00 PM***

***PLEASE RETURN ENTIRE UPDATED PROPOSAL PACKAGE COMPLETED***

**ERIC OLIVER**

**DIRECTOR OF PUBLIC WORKS**

**ISSUED: March 2, 2026**

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ATTACHMENT 1 - INSURANCE AND INDEMNIFICATION

**PROPOSER CHECK OFF LIST**

- ( ) Proposal sealed and labeled "**2026 Road & Sidewalk Improvements**"
- ( ) Proposal must be received at **Littleton Municipal Garage at 28 Boynton Lane** on or before 2:00 PM (EST), Wednesday, April 08, 2026.
- ( ) Proposal must be signed by person authorized to legally bind the company to be considered.
- ( ) Proposal must be accompanied by a written commitment of the contractor's ability and experience to perform the project to the satisfaction of the town.
- ( ) Proposal must include all addenda issued by the town. Each addendum must be signed by the same authorized person who signs the proposal.

This list is intended as a convenience to proposers and to highlight the required completed forms, specifications, closing dates, etc. It in no way relieves proposers from carefully reviewing the unit specifications, applicable state and federal regulations, etc.

## INVITATION TO PROPOSE

The Town of Littleton (Town) is advertising a Request for Proposals (RFP) from qualified Contractors inviting them to submit sealed proposals for the Town’s 2026 Road & Sidewalk Improvements. This RFP is budget based using a general scope of work based on ten items of work with detailed work item descriptions provided. The 2026 budget listed below is based on Littleton voters’ approval on March 10, 2026 of two warrant articles that include hot bituminous pavement (HBP) in their budgets. The 2026 budget and scope of work will be finalized after town voting in March 2026.

**ANTICIPATED 2026 BUDGET: \$625,000 Roadway Paving, \$75,000 Sidewalk Paving**

**GENERAL SCOPE OF WORK:**

The ten items of work listed below comprise the 2026 scope of work with estimated quantities based on preliminary layout by the town. These quantities are subject to adjustment through the post-award process to meet the available budget. The details of the work will be finalized into a written contract. **The unit costs for the ten items of work shall capture the full project costs and therefore all incidental costs necessary for administrative overhead and delivering a completely finished project will be incorporated into the unit costs for these ten items of work. The unit costs will be held for the 2026 contract.**

ITEM #	ITEMS OF WORK	UNIT	EST. QUANTITY
1	HBP-3/4” BINDER MIX, MACHINE METHOD	TON	1,650
2	HBP-1/2” BINDER/SURFACE MIX, MACHINE METHOD	TON	1,460
3	HBP-3/8” BINDER/SURFACE MIX, MACHINE METHOD	TON	2,460
4	HBP-3/8” SURFACE MIX, HAND METHOD (SIDEWALKS)	TON	160
5	TACK COAT	GALLON	5500
6	FULL DEPTH RECLAMATION	SQUARE FEET	140,800
7	COLD PLANING BITUMINOUS SURFACES	SQUARE FEET	42,000
8	TRAFFIC SIGNAL DETECTOR LOOP (6 FT X 50 FT)	EACH	0
9	SHOULDER BACKING WITH GRAVEL	LINEAR FOOT	42,000
10	SHOULDER BACKNG WITH LOAM	LINEAR FOOT	0

The preliminary layout of work consists of the following:

1. Removal of 1,700Ln’ of sidewalk, base work as needed and paving of 2 sidewalk segments
2. 4,775Ln’ of full depth reclamation of 3 roadway segments using HBP 3/4” and HBP 1/2”
3. 3 miles of shim and overlay of 5 roadways segments using mainly HBP 3/8” and some HBP 1/2”

**LIMITED ADVERTISEMENT & PERFORMANCE:**

The Town is advertising this RFP to qualified paving contractors that do regular paving work in Littleton and surrounding areas. No Performance Bond is required due to this limited advertisement to qualified contractors. Additional performance security is established with payment retainage set at ten percent (10%). A one-year warranty is part of the written contract.

Any questions on this RFP should be addressed to Eric Oliver, Director of Public Works by email at [eoiliver@littletonnh.gov](mailto:eoiliver@littletonnh.gov) and sent no later than WEDNESDAY, MARCH 25, 2026. All questions received will be answered through an addendum that will be issued no later than THURSDAY, April 2, 2026 by end of the day. All proposals must be submitted in a sealed envelope, clearly marked "2026 Road & Sidewalk Improvements" by 2:00 PM, Wednesday, APRIL 8, 2026 to the Littleton Municipal Garage at 28 Boynton Lane to be eligible for consideration. **All proposals will be opened, read aloud and written onto a form.**

## GENERAL CONDITIONS AND CONTRACTS FOR MATERIALS, EQUIPMENT AND SUPPLIES

**NATURE OF PROPOSAL AND ELIGIBILITY.** This proposal is submitted in accordance with the Town's Purchasing Policy effective 4/13/2015 and the rules promulgated there under and constitute a firm and binding offer. The determination of whether a proposal may be withdrawn is solely at the discretion of the Town Manager. However, in no event shall a proposal be withdrawn unless the request for withdrawal is filed within five days of the date of the proposal opening and the proposer establishes that the proposal contains a material mistake and that the mistake occurred despite the exercise of reasonable care.

**PROPOSALS.** Proposals must be received at the Highway Department before the date and time specified for the opening. Proposals must be made on the official proposal form and must be typed or clearly printed in ink. Corrections must be initialed. Proposals are to be made less Federal Excise Tax and no charge for handling. Proposals that are incomplete or unsigned will not be considered.

Proposals will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Proposal results will not be given by telephone and shall be given in writing by email if so requested.

**RIGHT TO REJECT PROPOSALS AND WAIVE INFORMALITIES.** The Town reserves the right to reject any or all proposals, to waive on non-material irregularities on information in any proposal and to accept or reject any item or combination of items.

**SPECIFICATIONS.** Contractors must prepare Proposals based on items of work as specified. **Any questions or needed clarifications must be detailed in writing by email and received at the Highway Department no later than Wednesday, MARCH 25 by end of the day.** All Contractors shall be notified in writing if any changes to the RFP are made. Verbal agreements or instructions from any source are not authorized.

**AWARD.** The award will be made to the most responsive and responsible proposer meeting specifications at the lowest total price unless other criteria are noted in the proposal. The Town reserves the right to reject any or all proposals or any part thereof.

**PRIORITY OF SCHEDULE.** If the Contractor fails to furnish the items of work in accordance with the agreed upon project schedule, then the Town reserves the right to terminate the contract and establish a contract with the company that submitted a proposal with the second lowest total cost.

**INVOICING.** All invoices must show billing period, quantities completed and supporting tonnage tickets. Unless otherwise noted on the proposal, payment will not be due until thirty (30) days after all services have been completed, inspected and accepted or the invoice has been received at the Highway Department, whichever is later.

**ASSIGNMENT PROVISION.** The Contractor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations or contracts in restraint of trade which affect the price of goods or services obtained by the Town.

**SPECIFICATION COMPLIANCE.** The Contractor may be required to supply proof of compliance with project specifications. When requested, the Contractor must immediately supply the Highway Department with certified test results of certificates of compliance. Where none are available, the Town may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the Contractor.

**FORM OF CONTRACT.** The terms and conditions set forth in this document are part of the proposal and will apply to any contract awarded the selected Contractor unless specific exceptions are taken and accepted by the Town Manager.

## PROSECUTION OF WORK

### I. GENERAL PROVISIONS TO ALL WORK

#### 1.00 PROJECT MEETINGS

**1.10** Pre-Construction Conference - No work will commence until a conference has been held at which representatives of the CONTRACTOR and the TOWN are present. The pre-construction conference date will be determined by the TOWN.

**1.20** Job Site Administration - The CONTRACTOR shall keep a competent and authorized supervisory representative at the job site during all working hours who shall act as the agent of the CONTRACTOR.

#### 2.00 ITEMS OF WORK

**2.10.** Items of Work described below shall be performed fully and completely including, but not limited to, the furnishing of all necessary labor, materials, equipment, tools, surface preparation, transportation, delivery, placement, work zone safety controls, loading and disposal of surplus materials all other appurtenances to complete the construction and installation of these Items of Work as described in the RFP and in accordance with the general and special provisions. Items of Work listed below shall capture the full project costs and therefore all incidental costs necessary for administrative overhead and delivering a completely finished project will be incorporated into the unit costs for these items of work.

**ITEM #1 – HBP-3/4” BINDER MIX, MACHINE METHOD**

Hot bituminous paving for roadways placed by machine method for base layer and including the placement, shaping, compacting, and finishing of hot bituminous paving in compacted lift thicknesses of 1.5 to 2.0 inches.

**ITEM #2 – HBP-1/2” BINDER/SURFACE MIX, MACHINE METHOD**

Hot bituminous paving for roadways placed by machine method for base and top layers and including the sweeping of the existing oxidized pavement and the placement, shaping, compacting, and finishing of hot bituminous paving in compacted lift thicknesses of 1.0 to 2.0 inches.

**ITEM #3 – HBP-3/8” BINDER/SURFACE MIX, MACHINE METHOD**

Hot bituminous paving for roadways placed by machine method for base and top layers and including the sweeping of the existing oxidized pavement and the placement, shaping, compacting, and finishing of hot bituminous paving in compacted lift thicknesses of 0.5 to 1.0 inches.

**ITEM #4 – HBP-3/8” SURFACE MIX, HAND METHOD (SIDEWALKS)**

Hot bituminous paving for sidewalks placed by hand method for base and top layers and including the placement, shaping, compacting, and finishing of hot bituminous paving in a compacted lift thicknesses of 0.5-inch base layer and 1.0-inch top layer.

**ITEM #5 – TACK COAT**

Existing oxidized pavement (including cold planed) to receive hot bituminous paving shall have a tack coat of emulsified asphalt applied in accordance with the requirements of Section 410 of NHDOT standard specifications and using an application rate of 0.03 gallons per square yard.

**ITEM #6 – FULL DEPTH RECLAMATION**

Full depth reclamation shall be for full compensation for bituminous pavement recycling to a depth of 12 inches in order to best achieve a recycled asphalt pavement (RAP) with a required 3” minus in size. This work shall include recycling, grading, and compacting of the RAP in preparation for hot bituminous paving binder mix.

**ITEM #7 – COLD PLANING BITUMINOUS SURFACES**

Cold planning bituminous surfaces shall include milling, sweeping, removal, and disposal costs of for a

planing depth of 1.5 inches to accommodate the tie-in of newly placed hot bituminous paving. Cold planing on roadways will be 24" wide and will be done along curbs, driveway cuts and travel lane tie-ins. Cold planing on sidewalks will include the full width.

**ITEM #8 – TRAFFIC SIGNAL DETECTOR LOOP (6 FT X 50 FT)**

Traffic signal detector loop shall include, but not necessarily be limited to, all necessary steps to provide and fully install and activate the loop to meet NHDOT requirements and specifications.

**ITEM #9 – SHOULDER BACKING WITH GRAVEL**

Shoulder backing with gravel shall consist of materials meeting NHDOT 304.33 and machine placed linearly along the edge of newly placed bituminous pavement at 12" wide and matching the 2% cross slope of the pavement and then tapered down to match existing grade. Additional tapering of gravel may be required at gravel driveway cuts. This work shall include furnishing, hauling, placing, manipulating, and compacting the gravel.

**ITEM #10 - SHOULDER BACKNG WITH LOAM**

Shoulder backing with loam shall consist of quality organic top soil that is placed linearly along the edge of newly placed bituminous pavement at 12" wide and matching the 2% cross slope of the pavement and then tapered down to match existing grade. The surface of the top soil shall have hay and quality grass seed applied to stabilize the top soil and blend into the abutting grass. This work shall include furnishing, hauling, placing, manipulating, and compacting the top soil and applying the hay and grass seed.

**2.20. General Requirements**

- 1) All work will be done in accordance with New Hampshire DOT standards and specifications, latest edition. Hot bituminous paving will be NHDOT Section 411 Plant Mix Surface Treatment (PMST), PG 64-28, Type H.
- 2) At existing paved driveway cuts, provide an 18" wide hot bituminous paved apron beyond the straight-line edge of the new roadway paving that matches the width of the driveway cut adjacent.
- 3) At existing gravel driveway cuts, provide a 12" wide hot bituminous paved apron beyond the straight-line edge of the new roadway paving that matches the width of the driveway cut adjacent.
- 4) Hot bituminous paving of sidewalks will have a 2 percent maximum pitch towards the curb or roadway flow line with the exception of driveway cuts that are expected to have a larger pitch.
- 5) Any tack coat splashed or sprayed onto exposed surfaces of curbs, sidewalks, or other masonry structures shall be removed by sandblasting at the Contractor's expense.
- 6) For traffic signal detector loop impacts, the Contractor shall contact the Bureau of Traffic, Signal Section (Peter Crouch, 603-419-0254), 72 hours in advance of impacting any loops. Loops shall be replaced within one week. The Contractor shall track and sign all maintenance work performed on the NHDOT Signal Cabinet Log located within the signal cabinet.
- 7) All disturbed turf, shrubs, walkways, stone walls and driveways will be returned to their original or better condition to the satisfaction of the Town. This includes removing of construction debris.
- 8) Work zone safety controls shall consist of temporary traffic control meeting MUTCD latest edition and implemented by the Contractor. The Town of Littleton shall supply flagging personnel for the project. If roadway traffic volumes and work staging dictate the use of a professional traffic control subcontractor, will need to be identified prior to work commencing so that the Town can procure these services.

**2.30. Utility Coordination for Stormwater Catch Basins, Sewer Manhole Covers and Water Valves:**

- 1) The Town's Highway Department will handle all work associated with adjusting catch basin frames and sewer manhole covers and Contractor is to coordinate with the Highway Department.
- 2) Littleton Water & Light is the Town utility that will handle all work associated with adjusting water valves and Contractor is to coordinate with Littleton Water & Light.

**3.00 AWARD**

In addition to General Conditions for Bidding, project components may be awarded as may be in the best interests

of the TOWN.

**4.00 INSPECTION**

The TOWN will supply construction oversight for the project.

**5.00 SAMPLING, TESTING AND WEIGH SLIPS**

**5.10** In order to ensure quality control, submittals will be made of design mixes and sampling and testing of all liquid asphalt and hot bituminous mixes will be required. CONTRACTOR will be responsible for all sampling and testing and is encouraged to contact NHDOT for recommended frequency, size of sample and test(s) to be performed.

**5.20** Copies of all mix designs, testing, results and weigh slips shall be provided to the TOWN.

**6.00 TRAFFIC CONTROL**

**6.10** CONTRACTOR to submit written Traffic Control Plans for all project components at the pre-construction conference for review by the TOWN'S Highway Department.

**6.20** Streets may be closed to one lane while work is in progress **with prior approval from the Highway Department.**

**6.30** Accommodations for emergency access and local traffic shall be addressed thoroughly with necessary plans.

**6.40** Roads shall be open for all traffic between 7 PM and 7 AM, Monday through Friday and on all weekends. There may be an EXCEPTION to the above, if nighttime work is requested by the Contractor and approved by the Town.

**6.50** Placement of leveling and wearing courses is recognized as "moving operations" and, as such, traffic control shall be provided by the CONTRACTOR unless otherwise directed by the Highway Department. The CONTRACTOR shall work in only one travel lane at a time.

**6.60** Standard MUTCD construction signing, coning and barricades shall be provided and placed by the CONTRACTOR.

**7.00 WORK HOURS**

Work shall not be started prior to 7:00 AM and shall be terminated prior to 7:00 PM unless otherwise approved by the Director of Public Works.

**8.00 SURPLUS MATERIALS**

The CONTRACTOR shall be responsible for the disposal of any surplus materials or debris including reclamation/shoulder material. The Town can accept clean, milled or chunked, asphalt materials at the Highway Department materials yard.

**9.00 PERFORMANCE**

The TOWN will not award a contract unless the CONTRACTOR furnishes a written commitment of their ability and experience to perform the work and that they have sufficient capital and equipment to enable them to prosecute the work successfully and to complete it within the time named in the contract and to the satisfaction of the Town. The CONTRACTOR must submit this written commitment with their Proposal. Failure to submit such documentation may result in rejection of their Proposal.

**10.00 WARRANTY GUARANTEE**

Any material or workmanship found to be defective for up to one (1) year from the date of acceptance shall be replaced by the CONTRACTOR at no additional cost to the TOWN. Upon notification by the TOWN of defective material or workmanship, the CONTRACTOR shall act immediately to replace such defective areas in a timely manner, unless otherwise instructed. A waiver to this guarantee is granted by the Town for ITEM OF WORK: SHOULDER BACKING WITH LOAM due to the variability of weather and winter road maintenance impacts. The Town will accept responsibility of this item of work after there is satisfactory germination of the seeding.

**11.00 PAYMENT**

**11.10** The Contractor will make application for payment and the Town will make payment to Contractor as

follows: net (30) days after invoice. Invoices may be submitted on a 30-day cycle for the percentage of work complete for each item in the Schedule of Pricing. The Town will hold a ten percent (10%) retainage on all invoices up through the date of substantial completion each year and will release the ten percent (10%) retainage after final acceptance each year.

**11.20** Payment for "extra work", authorized in writing, by the Town shall be made upon completion of the "extra work" to the satisfaction of the Town and in the amount agreed upon at the time of authorization. All pricing for bid items shall remain in effect for any extra work.

**11.30** Invoices shall be made and addressed to the following for work performed and accepted:

*Town of Littleton  
125 Main Street, Suite 200  
Littleton NH 03561*

**11.40** Copies of signed weigh slips shall accompany applications for payment. No payment shall be made without signed weigh slips.

## ***II. SPECIAL PROVISIONS TO ALL WORK***

### ***1.00 INSURANCE & INDEMNIFICATION REQUIREMENTS***

See ATTACHMENT 1 for these requirements.

### ***2.00 BID BOND***

No Bid Bond is required with the submission of this bid.

### ***3.00 PERFORMANCE BOND***

No Performance Bond is required due to the limited advertisement to qualified contractors that do regular work in Littleton and the surrounding areas. Additional performance security is established with payment retainage set at ten percent (10%).

### ***4.00 TEMPORARY TRAFFIC MARKINGS***

TOWN shall provide short term, reflective center line pavement markings to the CONTRACTOR for installation as deemed necessary on roads with existing centerline striping. TOWN shall install permanent pavement markings after CONTRACTOR has completed final top coat paving.

PROPOSAL FORM

Proposal of \_\_\_\_\_

NAME

\_\_\_\_\_  
ADDRESS

To furnish and deliver all materials and to perform all work in accordance with the contract with the Town of Littleton for the 2026 Road & Sidewalk Improvements Project in Littleton, NH on which proposals will be received until 2:00 PM, prevailing time, WEDNESDAY, APRIL 08, 2026 when all proposals received shall be opened and announced publicly.

Town of Littleton  
Municipal Garage  
28 Boynton Lane  
Littleton, NH 03561

Director: Eric Oliver

In accordance with the advertisement of the Town of Littleton inviting proposals for the project hereinbefore named, and in conformity with these Plans and Specifications on file in the office of the Highway Department, I/WE hereby certify that I AM/WE ARE the only person, or persons, interested in this proposal as principals; that this proposal is made without collusion with any person, firm or corporation; that an examination has been made of the Plans, of the Standard Specifications, of the Proposal and applicable addendums, including but not restricted to the Special Attentions, Supplemental Specifications and Special Provisions attached thereto, and also that an examination has been made of the site of the work; and I, or we, propose to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials specified in the manner and at the time prescribed; and understand that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all quantities of work whether increased or decreased are to be performed at the following prices.

**NOTE: ALL INFORMATION MUST BE PROPERLY FILLED IN UNDER UNIT PRICES AND TOTALS OR IT WILL BE CONSIDERED INCOMPLETE AND BLANK FOR MISSING INFORMATION.**

**UPDATED PROPOSAL – SCHEDULE OF PRICES**

**NOTE: THIS PROPOSAL SHALL BE COMPLETELY FILLED IN BY THE PROPOSER WITH THE UNIT PRICES WRITTEN IN FINANCIAL NUMERALS**

ITEM #	ITEMS OF WORK	UNIT	EST. QUANTITY	UNIT PRICE IN DOLLARS & CENTS
1	HBP-3/4" BINDER MIX, MACHINE METHOD	TON	1650	
2	HBP-1/2" BINDER/SURFACE MIX, MACHINE METHOD	TON	1460	
3	HBP-3/8" BINDER/SURFACE MIX, MACHINE METHOD	TON	2460	
4	HBP-3/8" SURFACE MIX, HAND METHOD (SIDEWALKS)	TON	160	
5	TACK COAT	GALLON	5500	
6	FULL DEPTH RECLAMATION	SQUARE FEET	140,800	
7	COLD PLANING BITUMINOUS SURFACES	SQUARE FEET	42,000	
8	TRAFFIC SIGNAL DETECTOR LOOP (6 FT X 50 FT)	EACH	0	
9	SHOULDER BACKING WITH GRAVEL	LINEAR FOOT	32,000	
10	SHOULDER BACKNG WITH LOAM	LINEAR FOOT	10,000	

**NOTE: UNIT PRICES SHALL HAVE PRIORITY OVER THE TOTAL PRICE IN THE SITUATION OF A MATHEMATICAL ERROR IN CALCULATING THE TOTAL PRICE**

**TOTAL PRICE: \$ \_\_\_\_\_**  
(NUMERALS)

**NOTES:**

- (1) The unit costs for the ten items of work shall capture the full project costs and therefore all incidental costs necessary for administrative overhead and delivering a completely finished project will be incorporated into the unit costs for these ten items of work.
- (2) Contractor is encouraged to double check calculations of unit costs and quantities in determining the total price to be written.

It is further proposed:

To execute the Form of Contract within ten (10) calendar days after receiving the "Notice to Proceed" and to prosecute said work so as to complete the 2026 Road & Sidewalk Improvements Project on or before the project schedule. **All work must be completed no later than September 30** . The Contractor's attention is called to the following:

- (1) At the time of proposal submission, proposer shall submit a BID BOND in the amount of \$0.00.  
[NO BID BOND REQUIRED FOR THIS PROJECT]
- (2) At the time of the execution of the contract, the successful bidder shall furnish a PERFORMANCE BOND or bonds in a sum equal to the full amount of the contract. The form of the bonds and the surety shall be acceptable to the Town. [NO PERFORMANCDE BOND REQUIRED FOR THIS PROJECT]

I/We declare under penalty of perjury under the laws of the United States and the State of New Hampshire that, in accordance with provisions of Title 23 USC, Section 112(c), have not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transaction

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Dated \_\_\_\_\_

(IF A FIRM OR AN INDIVIDUAL)

Signature of Bidder \_\_\_\_\_

Printed Name \_\_\_\_\_

Address of Bidder \_\_\_\_\_

\_\_\_\_\_  
Telephone Number \_\_\_\_\_

Names and Addresses of Members of the Firm:

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

(IF A CORPORATION)

Signature of Bidder \_\_\_\_\_

Printed Name \_\_\_\_\_

Address of Bidder \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Names and Addresses of Officers:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attachment 1

CONTRACTOR NAME  
CONTRACT #

**Insurance**

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

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

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

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

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

To the extent Contractor utilizes the services of an architect, engineer, surveyor or any other industry professional, all such professionals, in addition to the general and automobile liability coverages described above, shall carry professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such professionals shall name the Town and its officials, agents, volunteers and employees as an additional insured on the general and automobile liability coverages by certificate and amendatory endorsement.

The Town shall not be required to insure the Contractor, any subcontractor or any professional service provider.

Initials: \_\_\_\_\_  
Contractor      Town

Attachment 1

CONTRACTOR NAME  
CONTRACT #

**Indemnification**

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

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

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

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

Initials: \_\_\_\_\_  
Contractor      Town