

REQUEST FOR PROPOSAL

JUNKYARD REMOVAL SERVICES TOWN OF HUDSON, NH

JULY 2025



Prepared by

**Town of Hudson
Engineering Department
12 School Street
Hudson, NH 03051**

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REQUEST FOR PROPOSAL

The Town of Hudson, New Hampshire wishes to engage the services of a qualified contractor for:

JUNKYARD REMOVAL SERVICES

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received no later than **10:00 AM on September 12, 2025** from interested firms, to be eligible for consideration by the Town. Proposal shall follow the format listed below and be on the forms provided as required. Each statement shall be submitted in a sealed envelope, which is clearly marked,

JUNKYARD REMOVAL SERVICES

Requests may be issued only by the Town Engineer, or his designee, to authorized firms, and are not transferable unless authorized by the Town Engineer or his designee.

Complete copies of RFP are available from:

Mr. Elvis Dhima, P.E.
Town Engineer
Town Hall
12 School Street
Hudson, NH 03051
edhima@Hudsonnh.gov

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information or errors in the proposal, to accept the proposal considered to be in the best interest of the Town, or to purchase on the open market if it is considered in the best interest of the Town to do so. Failure to submit all information called for and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

Proposals which do not incorporate our requested format for providing

JUNKYARD REMOVAL SERVICES will not be considered.

All proposals are advertised, at the Town's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
Town Hall Hudson, NH	Post at Town Hall	12 School Street, Hudson NH 03051	603.886.6008 603.594.1142(fax)	edhima@hudsonnh.gov

TOWN OF HUDSON, NEW HAMPSHIRE

Mr. Elvis Dhima, PE, Town Engineer

Date: _____

PROPOSAL DUE DATE/TIME: SEPTEMBER 12, 2025 NOT LATER THAN 10:00 AM AT THE TOWN HALL OFFICES, 12 SCHOOL STREET, HUDSON, NH.

A MANDATORY PRE-PROPOSAL MEETING WILL BE HELD AT THE SITE (56 BOYD ROAD) ON AUGUST 28, 2025 AT 10:00 AM.

ALL QUESTIONS DUE BY SEPTEMBER 4, 2025 AT 10:00 AM.

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms. Failure to quote on all items may disqualify the proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for sixty (60) calendar days subsequent to submittal to the Town of Hudson or as modified by addendum.

Any questions or inquiries must be submitted in writing, and must be received by the Town Engineer, Elvis Dhima (edhima@hudsonnh.gov) no later than due date to be considered. Any responses to questions, clarifications, or changes to the Request for Proposals will be provided to all Proposers of record that attended the pre-proposal meeting.

The Proposer shall not divulge, discuss or compare this proposal with other Proposers and shall not collude with any other Proposers or parties to a proposal whatever.

MANDATORY PRE-PROPOSAL MEETING:

All Proposers are required to attend the pre-proposal meeting at **56 Boyd Road, Hudson NH at 10:00 AM on August 28, 2025.**

SUBMISSION OF PROPOSALS:

Proposals must be submitted at the Clerk's Office, Town Hall Offices, 12 School Street, Hudson NH by **10:00 AM September 12, 2025**, as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

AMENDMENTS TO PROPOSALS

If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

Proposers shall acknowledge receipt of any amendment to this solicitation (1) by identifying the amendment number and date on the Proposal form, or by letter. Proposals which fail to acknowledge the Proposer's receipt of any amendment will result in the rejection of the Proposal if the amendment(s) contained information which substantively changed the municipality's requirements.

Amendments will be on file in the offices of the municipality and the Engineer at least 1 day before Proposal opening.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by written notice, telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of proposals; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the proposer is mailed and postmarked prior to the specified proposal opening time. A proposal may be withdrawn in person by a proposer or its authorized representative if, before the exact time set for opening of proposals, the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for the period as indicated in this Request for Proposals or as modified by addenda.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

All qualified Bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin.

PROPOSAL RESULTS:

All proposals received shall be considered confidential and not available for public review until after a contractor has been selected. All proposals may be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of a coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services, supplies or equipment. The Town reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the Town to do so.

The OWNER reserves the right to waive any informalities, to negotiate with any Bidder and to reject any or all Bids. No Bidder may withdraw his Bid within ninety (90) days after the actual date of the opening thereof.

PROPOSAL EVALUATION:

In an attempt to determine if a Proposer is responsible, the Town, at its discretion, may obtain technical support from outside sources. Each Proposer will agree to fully cooperate with the personnel of such organizations.

PROJECT BACKGROUND

Town of Hudson is planning to act on a court order related to cleaning up a junkyard located at 56 Boyd Road , Hudson NH. The Town will be approaching this matter through multiple alternatives that will be listed below

This project will be 100% funded by the Town of Hudson.

SCOPE OF SERVICES

Town of Hudson is looking to hire a contractor that will be operating under the following conditions:

1. Hudson, or its designee, is hereby granted the right, but not the obligation, to enter the Property with the manpower and equipment it deems necessary (in its sole discretion) to abate the zoning violations. Any cost shall be at the expense of the Defendant, and any amount of money expended by Hudson shall be secured by a lien against the Property.
2. With the exception of non-commercial motor vehicles that are both registered and inspected, Hudson is hereby authorized to remove and dispose of all items of personal property from the exterior of the Property, without recourse, free and clear of any right, title, or interest of Mr. Holton, or his heirs, successors or assigns.
3. With regard to any items of personal property which may require certificates of title, Hudson, or its designee, is hereby authorized to apply for duplicate or replacement certificates of title as may be necessary to transfer or convey title to, or dispose of, any such items of personal property, without recourse, free and clear and any right, title, or interest of Mr. Holton, or his heirs, successors or assigns.
4. Hudson shall have no duty or obligation to identify or preserve any items of value.
5. Hudson shall have no duty or obligation to repair any damage to the exterior of the Property, including without limitation, yard areas, trees and vegetation, lawns and plantings, landscaping and landscape structures, walls or fences, driveways or accessways, and other appurtenances.
6. For purposes of receiving bids or other requests for proposals by outside contractors, Hudson is hereby authorized to enter the Property with 24 hours' advance notice.
7. Prior to commencement of the work authorized by this Order, Hudson, or its designee, shall provide Mr. Holton with 30 days' advance notice.
8. Mr. Holton may not interfere with Hudson, or its designee. Any interference may result in Mr. Holton's arrest for criminal contempt. The Hudson Police Department is hereby authorized to temporarily detain Mr. Holton as necessary to prevent him from interfering with the remediation of the zoning violations.
9. All junkyard removal activities will be within the private property and Town right of way. Any and all activities related to junk removal will exclude the house and the barn.
10. Town of Hudson will be responsible for the traffic control and police detail and both will be excluded from the contractor's services cost.
11. Town of Hudson staff will be responsible for all communications and coordination with the property owner.

1.1 DESCRIPTION of the BID - ALTERNATIVE A

The work includes the following:

1. Mobilizing and demobilizing.
2. Removing all the items of any value on the property, excluding the house and barn, at no cost to the Town. The contractor with the most proposed items to be removed, in tonnage, at no cost to the Town, will be selected as the winner of this alternative.
3. The Town will be responsible for the traffic control and police detail.

1.2 DESCRIPTION of the BID - ALTERNATIVE B

The work includes the following:

1. Mobilizing and demobilizing.
2. Removing 7 trailers and anything within the trailers located on the property at a flat rate of \$/trailer. The price will include removal of every item within the trailer.
3. The Town will be responsible for the traffic control and police detail.

1.3 DESCRIPTION of the BID - ALTERNATIVE C

The work includes the following:

1. Mobilizing and demobilizing.
2. Removing all vehicles that are not registered or inspected located on the property at a flat rate of \$/vehicle. The Town will be responsible for securing titles, if necessary.
3. The Town will be responsible for the traffic control and police detail.

1.4 DESCRIPTION of the BID - ALTERNATIVE D

The work includes the following:

1. Mobilizing and demobilizing.
2. Removing all the junk and construction debris located on the property at a flat rate of \$/ton cost.
3. The Town will be responsible for the traffic control and police detail.

EXECUTION of WORK

1. The Contractor shall conduct their operations to minimize interference. The Contractor shall develop a program and schedule, in cooperation with the Town Engineer, which shall provide the work to be carried in the most orderly manner possible.

2. The Contractor must submit to the Town Engineer a written request to deviate from the accepted sequence of operations. Any deviation proposed shall demonstrate to the Town Engineer that the continuity and execution of the work will not be adversely affected.

SITE ACCESS LIMITATIONS

1. Designated work hours are defined as Monday through Friday, 7 a.m. to 7 p.m.
2. All work shall be prohibited on Saturdays, Sundays and legal holidays without prior approval from the Town Engineer
3. The Contractor shall provide a written request for permission to work outside the designated work hours at least 72-hours in advance of the proposed work.
4. The Contractor shall coordinate with the Town Engineer on all proposed activities.

Proposers shall demonstrate experience in the completion of similar design work.

1. Description of Services Requested

The Contractor will need to provide the Town with a detailed written description of the proposed work for review and approval.

2. Time Frame for Performance of Services

The Contractor will be able to start work as of October 31, 2025 and must be complete no later than July 30, 2026.

APPROXIMATE ESTIMATE

There are no estimates for any of the alternatives

TRAFFIC CONTROL/MAINTENANCE

The Town will hire Hudson Police Department or Highway Department staff directly for traffic control/maintenance.

PROPOSAL STATEMENT PREPARATION

In order to facilitate the evaluation of the Proposals, the Proposer is instructed to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information may be considered as unresponsive Proposals. Additional or more detailed information may be annexed to the main body of the Proposal. Proposals shall be submitted in electronic and one (1) identical hard copy formats.

1. Company or Contractor Team Background Material

The Proposer shall provide information concerning the background of the firm including a brief description of the firm's experience providing similar services. This shall include any proposed subcontractor or consultants that the Proposer plans to engage on these services.

2. Experience/References

The Proposer shall provide a Client reference list, with names, addresses, and telephone numbers, especially for clients whom the Proposer has provided similar services in the past. The Proposer should be able to provide a list showing that they have worked on at least one similar project in the last five (5) years that are of similar size and scope. References shall include a brief description of the project and the services provided.

3. Project Approach

The Proposer shall provide a work schedule and cost estimate for alternatives B, C and D. The Proposer shall also describe recent similar work and any other information that the Proposer deems relevant to the project, and which the Proposer believes will further the competitiveness of the Proposal, including work samples, pictures, etc. from similar completed projects.

4. Schedule

The Proposer shall provide a brief description of their ability to meet the schedule set forth in this Request for Proposal.

5. Cost Proposal

Proposers shall submit a breakdown for each task and alternative presented on this request for proposal.

AWARD OF CONTRACT:

Any contract entered into by the Town shall be in response to the proposal and subsequent discussions. It is the policy of the Town that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective Engineering Firm must meet the following standards as they relate to this request:

- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the evaluation criteria (project approach, experience of the contractor and sub consultants, cost and schedule), not necessarily the lowest price.

The Town reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept any proposal in part or in whole as may be in the best interest of the Town, or any other option if it is considered in the best interest of the Town to do so.

This solicitation requires proposing on all items, failure to do so will disqualify the proposal.

CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

- a. Definitions. As used in this provision:

“Interested party” means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

“Protest” means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

- b. Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from:

Roy E. Sorenson, Town Administrator
Town of Hudson
12 School Street
Hudson, NH 03051

- c. All protests shall be resolved in accordance with the municipality’s protest policy and procedures, copies of which are maintained at the municipality.

MODIFICATIONS AFTER AWARD:

The Contract shall constitute the entire understanding between the parties, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of a contract amendment executed by both parties.

CANCELLATION OF AWARD:

The Town reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the Town.

CONTRACT:

Any Contract between the Town and the Contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Contractor's proposal in response to the RFP, (3) Form of Agreement. In the event of a conflict in language between documents (1), (2), and (3) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the Town reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict. In all other matters, not affected by written clarification, if any, the RFP shall govern. The Proposer is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF CONTRACT:

The successful Proposer shall sign (execute) the contract documents and shall satisfy all conditions set forth in the contract to enter into the contract and return such signed documents to the Town, within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF CONTRACT:

Upon receipt of the contract that has been fully executed by the successful Proposer (Contractor), the Town shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract, along with a Notice to Proceed and a Town purchase order, to the Contractor shall constitute the Town's approval of the contract with the Contractor.

FAILURE TO EXECUTE CONTRACT:

Failure of the successful Proposer to execute the contract within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm and/or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Awards will not be made to any principal owner or officers that have a 10% or greater interest in a firm or corporation that has defaulted upon a contract with the Town, the State of New Hampshire or the Federal Government within the past 5 years. Corporations must currently be in good standing with the Secretary of State's Office in the state of incorporation.

INSURANCE:

The successful Proposer shall procure and maintain insurance, in the amounts and coverage as set forth in this Request for Proposals, or otherwise required by the Town, at the Proposer's sole expense, with Town approved insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or Proposer's performance hereunder and shall furnish to the Town

certificates of such insurance and renewals thereof signed by the issuing company or agent upon the Town's request. Such certificates shall name the Town of Hudson as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the Town and proof of subsequent insurance upon cancellation of prior policy.

The Town's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the Proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the Town, the Proposer shall, or shall cause any carrier engaged by the Proposer, to insure all shipments of goods for full value.

If the contract with the Proposer involves the performance of work by the Proposer's employees at property owned or leased by the Town, the Proposer shall furnish such additional insurance as the Town may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the Proposer be deemed to be the employees of, or under the direction or control of the Town for any purpose whatsoever.

WORKER'S COMPENSATION:

All Proposers and subcontractors at every tier under the Proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any contract, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any contract shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any contract, in any jurisdiction whatsoever other than the State of New Hampshire and Hillsborough County.

TERMINATION OF CONTACT FOR CAUSE:

If the Contractor shall violate any provision of the Contract, the Town shall have the right to terminate the Contract. To terminate the Contract, the Town shall provide written notice to the Contractor of such termination. Such written notice shall state the Contract violation(s) and be delivered to the Contractor's address as identified in the Contract Documents. This notice shall provide the Contractor with fifteen (15) calendar days from the date of delivery, to correct the violation(s) to the Town's satisfaction. Should the Contractor fail to satisfactorily correct all violations within (15) fifteen calendar days, the Town may terminate the contract immediately upon delivery of a Notice of Termination to the Contractor. Such

termination shall become effective immediately or as otherwise determined by the Town. Upon termination, all finished or unfinished work, services, plans, data programs and reports prepared by the Contractor under the Contract shall become the Town's property. The Town may also terminate this Contract in accordance with any other applicable Contract provision.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of any contract, and the Town may withhold any payments until such time as the exact amount of damages due the Town is determined.

TERMINATION FOR THE CONVENIENCE OF THE TOWN:

The Town may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the Town's property. If any Contract is terminated by the Town as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

PATENT PROTECTION:

The successful Proposer agrees to indemnify and defend the Town of Hudson from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the Town of Hudson harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the Town of Hudson and the successful Proposer shall belong exclusively to the Town of Hudson.

ASSIGNMENT PROVISION:

The successful Proposer hereby agrees that it will assign to the Town of Hudson all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the Town under this contract if so requested by the Town of Hudson.

PAYMENT:

Payment will be made within thirty (30) days of the completion of the work based upon the payment schedule listed in the Form of Agreement after receipt of invoice by the Town.

TAX:

The Town is exempt from all sales and Federal excise taxes. The Town's tax exemption certificate will be provided to the successful Contractor upon request. Please bill less these taxes.

FUNDING OUT:

The Town of Hudson's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The Town may terminate the contract at any time, due to the non-appropriation of funds, and all payment obligations of the Town cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the Contractor to make available at the Contractor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and /or work performed under contract for the purposes of audit by the Town of Hudson.

FUGITIVE NOISE ORDINANCES

All work shall be conducted in conformance with the Town's Code Part II General Legislation

1. Chapter 249-4, Prohibited Noise Emissions and Conditions

The Town Code can be viewed on-line at <http://ecode360.com/HU1110>

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent contract due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

SEVERABILITY:

If any of this Request for Proposals or subsequent contract are held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other this Request for Proposals or subsequent contract.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and/or Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANTAGED BUSINESS ENTERPRISES

The Town hereby notifies all Contractors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Contractor and the Contractor's subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s).

DEFINITIONS:

Proposal shall also mean quotation, bid, offer and qualification/experience statement. Vendors shall also mean Proposers, offerors, bidders, contractors or any person or firm responding to a Request for Proposals. Contract shall also mean agreement.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the Town of Hudson. Any disputes shall be resolved within the venue of the State of New Hampshire and Hillsborough County.

FAILURE TO ACKNOWLEDGE THIS REQUEST FOR PROPOSALS MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective vendor must submit the following documents, in **electronic and one (1) identical hard copy formats** as part of its proposal:

1. Proposal Document as outlined above
2. Specifications Exception Form
3. Alternate Form W-9
4. Town of Hudson Indemnification Agreement

The successful contractor must submit, prior to contract signing, its insurance certificate (naming the Town of Hudson) that meets the minimum required types and levels of coverage.

PROPOSAL FORM – ALTERNATIVE A

JUNKYARD REMOVAL SERVICES - TOWN OF HUDSON, NEW HAMPSHIRE

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE SERVICES FOR THE ABOVE.

1. Junkyard Services at no cost to the Town:

Items to be removed (provide a separate list, if necessary):

Approximate tonnage of the items listed above: _____.

The undersigned acknowledges:

1. That he/she is an authorized agent of the vendor submitting this proposal
2. The receipt of the following addenda:

3. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract
4. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
5. The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."
6. The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

Company: _____

Signed by: _____

Printed or typed name: _____

Address: _____

Telephone number: _____ **fax number:** _____

Toll free number: _____ **e-mail:** _____

Cell phone number: _____

Primary point of contact: _____

Payment terms and conditions: _____

Please fill out, sign and return to:

Town of Hudson
Town Clerk Office
12 School Street, Hudson, NH 03051
603-886-6003; 603-594-1142 (Fax)
cstrout-lizotte@hudsonnh.gov

Due Date/Time: SEPTEMBER 12, 2025 Not Later Than 10:00 AM

PROPOSAL FORM – ALTERNATIVE B

JUNKYARD REMOVAL SERVICES - TOWN OF HUDSON, NEW HAMPSHIRE

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE SERVICES FOR THE ABOVE.

2. Junkyard Services for trailer to be removed: \$ _____ /Trailer.

The undersigned acknowledges:

1. That he/she is an authorized agent of the vendor submitting this proposal
2. The receipt of the following addenda:

3. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract
4. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
5. The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."
6. The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

Company: _____

Signed by: _____

Printed or typed name: _____

Address: _____

Telephone number: _____ **fax number:** _____

Toll free number: _____ **e-mail:** _____

Cell phone number: _____

Primary point of contact: _____

Payment terms and conditions: _____

Please fill out, sign and return to:

Town of Hudson
Town Clerk Office
12 School Street, Hudson, NH 03051
603-886-6003; 603-594-1142 (Fax)
cstrout-lizotte@hudsonnh.gov

Due Date/Time: SEPTEMBER 12, 2025 Not Later Than 10:00 AM

PROPOSAL FORM – ALTERNATIVE C

JUNKYARD REMOVAL SERVICES - TOWN OF HUDSON, NEW HAMPSHIRE

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE SERVICES FOR THE ABOVE.

3. Junkyard Services for vehicles to be removed: \$ _____/Vehicle

The undersigned acknowledges:

7. That he/she is an authorized agent of the vendor submitting this proposal
8. The receipt of the following addenda:

9. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract
10. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
11. The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."
12. The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

Company: _____

Signed by: _____

Printed or typed name: _____

Address: _____

Telephone number: _____ **fax number:** _____

Toll free number: _____ **e-mail:** _____

Cell phone number: _____

Primary point of contact: _____

Payment terms and conditions: _____

Please fill out, sign and return to:

Town of Hudson
Town Clerk Office
12 School Street, Hudson, NH 03051
603-886-6003; 603-594-1142 (Fax)
cstrout-lizotte@hudsonnh.gov

Due Date/Time: SEPTEMBER 12, 2025 Not Later Than 10:00 AM

PROPOSAL FORM – ALTERNATIVE D

JUNKYARD REMOVAL SERVICES - TOWN OF HUDSON, NEW HAMPSHIRE

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE SERVICES FOR THE ABOVE.

4. Junkyard Services for debris to be removed: \$ _____/Ton

The undersigned acknowledges:

- 13. That he/she is an authorized agent of the vendor submitting this proposal
- 14. The receipt of the following addenda:

- 15. The firm submitting this bid has never defaulted on any municipal, state, federal or private contract
- 16. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
- 17. The undersigned hereby certifies that he (has) (has not) (CIRCLE ONE) performed work subject to the President's Executive Order No. 11246 entitled "Equal Employment Opportunity."
- 18. The undersigned hereby acknowledges that he has read this proposal in its entirety and understands and agrees to all provisions contained herein.

Company: _____

Signed by: _____

Printed or typed name: _____

Address: _____

Telephone number: _____ **fax number:** _____

Toll free number: _____ **e-mail:** _____

Cell phone number: _____

Primary point of contact: _____

Payment terms and conditions: _____

Please fill out, sign and return to:

Town of Hudson
Town Clerk Office
12 School Street, Hudson, NH 03051
603-886-6003; 603-594-1142 (Fax)
cstrout-lizotte@hudsonnh.gov

Due Date/Time: SEPTEMBER 12, 2025 Not Later Than 10:00 AM

SPECIFICATIONS EXCEPTION FORM

JUNKYARD REMOVAL SERVICES TOWN OF HUDSON, NEW HAMPSHIRE

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 Hudson to ferret out information concerning the services, which you intend to furnish.

If your bid/quotation does not meet all of our specifications, you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the Town of Hudson may claim forfeiture on your proposal bond, 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 RFP response may result in your Proposal being rejected as unresponsive.

Alternate Form W-9 (rev 01/2011)	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
---	---	---

Name (as shown on your income tax return)		
Business name/disregard entity name, if different from above		
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Exempt payee		
<input type="checkbox"/> Limited Liability Company – Enter the tax classification (C= Corporation, S-S Corporation, P= Partnership)_ _ _ _ _ <input type="checkbox"/> Other (see instructions)		
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Concord 41 Green Street Concord NH 03301	
City, state, and ZIP code		
List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)
---------------	---

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. **Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social Security number –	Employer identification number –
--------------------------	----------------------------------

Part II	Certification
----------------	----------------------

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. Person	Date:
------------------	---------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. **Note.** If a requester give you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

JUNKYARD REMOVAL SERVICES- TOWN OF HUDSON, NEW HAMPSHIRE

THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS HEREBY A PROVISION OF ANY CONTRACT

The successful contractor agrees to indemnify, defend and save harmless the Town of Hudson its 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 supplying work, services, materials 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 contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town of Hudson 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 identification number_____

Authorized signature_____

Date_____

Address_____

Telephone_____

Toll-free number_____

Fax number_____

E-mail address_____

JUNKYARD REMOVAL SERVICES - Town of Hudson

Insurance Requirements for All Contractors(NA to Consultants)

Additional Coverage is Required if Checked

Minimum Limits Required

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

- ☐ Occurrence
☐ Claims Made

Additional Coverage to Include

- ☐ Owners & Contractors' Protective – Limit NA
☐ Underground/Explosion and Collapse NA

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- ☐ Any Auto, Symbol 1
☐ Include Employees as Insured

Additional Coverage to include:

- ☐ Garage Liability NA
☐ Garage Keepers Legal Liability NA

Workers Compensation

NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	\$1,000,000_____
<input checked="" type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- ☐ 1. Professional/Errors & Omissions NA
☐ 2. Builders Risk – Renovation Form
 All Risk completed value form including Collapse NA
 Sublimit for Soft Cost Coverage NA
☐ 3. Installation Floater (Equipment) NA
☐ 4. Riggers Liability NA
☐ 5. Environmental – Pollution Liability NA
☐ 6. Aviation Liability NA
☐ 7. Watercraft – Protection & Indemnity NA

(X) **The Town of Hudson must be named as Additional Insured with respect to general, automobile and umbrella liability.**

NOTICE OF AWARD

Dated _____, 2025

TO: _____
(BIDDER)

ADDRESS: _____

OWNER'S PROJECT NO: _____

PROJECT: **JUNKYARD REMOVAL SERVICES**

OWNER'S CONTRACT NO: _____

CONTRACT FOR: **JUNKYARD REMOVAL SERVICES**

(Insert name of contract as it appears in the Bid Documents)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for:

Hudson – RFP 25

JUNKYARD REMOVAL SERVICES

(Indicate total Work, alternates or sections of Work awarded)

The Contract Price of your contract is

Dollars (\$ _____).

4 (four) copies of each of the proposed Form of Agreement, and Performance and Payment Bond forms accompany this Notice of Award.

You must comply with the following conditions precedent within **five** days of receiving this Notice of Award.

1. You must deliver to the OWNER all of the fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Information for Bidders and General Provisions.
3. (List other conditions precedent).

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2025 by and between the Town of Hudson, 12 School Street, Hudson, NH (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**JUNKYARD REMOVAL SERVICES
HUDSON, NEW HAMPSHIRE**

ARTICLE 2 - ENGINEER

The Project is being managed by the Town Engineer with assistance from _____, who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the UNIT PRICE Cost as shown on the Proposal Form (attached).

- 3.1 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that if the Work is not completed within the times specified, plus any extensions thereof allowed and approved by Town Engineer, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the OWNER shall deduct from payments due the CONTRACTOR **Two Hundred and Fifty dollars (\$250.00)** for each calendar day that expires past the date for each calendar day that expires after the Substantial Completion date specified, until said portions of the work have been completed. If payments due the CONTRACTOR are less than the amount of such liquidated damages, said damages shall be deducted from any other monies due or to become due the CONTRACTOR, and then the CONTRACTOR or his Surety shall pay the balance to the OWNER.

- 3.2 In addition to the above, if the Contract is not completed within the time specified and no extension of time is authorized by the OWNER, the CONTRACTOR shall indemnify the OWNER for costs to the OWNER of additional engineering work required during any such extension period.

ARTICLE 4 - PAYMENT PROCEDURES FOR ALTERNATIVE B, C AND D

CONTRACTOR shall submit Applications for Payment within thirty (30) days of the completion of each alternative. The Town waives any retainage requirement for this project. All payments to the Contractor will be based on the payment schedule noted above.

ARTICLE 5 - INTEREST

All monies not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda and the other related data identified in the Bidding Documents including "technical data".
- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 6.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

- 6.6 CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 Request for Proposal RFP 25
- 7.2 Town of Hudson required contract forms:
 - a.) Proposal Document
 - b.) Specifications Exception Form
 - d.) Alternate Form W-9
 - d.) Indemnification Agreement
- 7.3 Notice of Award.
- 7.4 This Agreement.
- 7.5 CONTRACTOR's Proposal.
- 7.6 Documentation submitted by CONTRACTOR prior to Notice of Award (pages __ to ____, inclusive).
- 7.7 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in the Request for Proposal will have the meanings indicated in the Request for Proposal.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

OWNER

CONTRACTOR _____

Town of Hudson, New Hampshire

By: _____

By: _____

Print Name _____

Print Name _____

Title: _____

Title: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was
acknowledged before me this _____ day of
_____, 2025, by
_____, duly authorized
_____ of
_____, a New
Hampshire corporation, on behalf of same.

The foregoing instrument was
acknowledged before me this _____ day of
_____ 2025, by
_____, duly authorized
_____ of
_____, a
_____ corporation, on behalf of same.

Justice of the Peace/Notary Public

Justice of the Peace/Notary Public

Address for giving notices:

Address for giving notices:

Town of Hudson, 12 School Street,

Hudson, New Hampshire

(If OWNER is a public body, attach
evidence of authority to sign and resolution
of other documents authorizing execution of
Agreement.

NH License No.: _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach
evidence of authority to sign).

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Town of Hudson, New Hampshire
12 School Street
Hudson, NH 03051

BID

Bid Due Date:
Project (Brief Description Including Location):

Construction Services for Bridge Repair,
Lowell Road over First Brook (0116/080)

BOND

Bond Number:
Date (Not later than Bid due date):
Penal Sum: _____

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2. All Bids are rejected by Owner, or
- 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state

in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EXHIBIT A



EXHIBIT B

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH
Southern Judicial District

SUPERIOR COURT

Town of Hudson

v.

Bruce Holton

Docket No. 226-2019-CV-00144

MOTION FOR ENTRY OF PROPOSED ORDER FOLLOWING STATUS CONFERENCE

NOW COMES the Petitioner, Town of Hudson, by and through its attorneys, Tarbell & Brodich, P.A., and respectfully submits the within Motion for Entry of Proposed Order Following Status Conference, and in support thereof states as follows:

1. A Status Conference is scheduled for May 8, 2025, as directed by the Court's Order of January 29, 2025 (Clerk's Notice dated January 30, 2025).
2. Per the Court's Order, the Town made a good faith effort to schedule a mediation.
3. Specifically, undersigned counsel made the necessary arrangements to mediation with Attorney Connie Rakowsky; however, undersigned counsel was unable to get the Defendant's participation.
4. In light of the Town's inability to mediate, the Town requests that the Court enter the attached proposed order, which addresses the items identified by the Court relative to the when and under what conditions the Town may enter the Property and remove the junk.

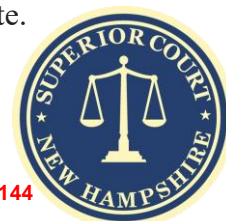
WHEREFORE, the Petitioner, Town of Hudson, respectfully requests that this Honorable Court:

- A. Enter the attached proposed order; and
- B. Grant such further relief as may be just and appropriate.

True Copy Attest



Amy M. Feliciano
Clerk of Court
May 9, 2025



Granted See record of May 8, 2025 Status Hearing.

Clerk's Notice of Decision

Document Sent to Parties

This is a Service Document For Case: 226-2019-CV-00144
on 05/08/2025 in Superior Court Southern District
5/9/2025 3:42 PM



Honorable Charles S. Temple
May 8, 2025

Respectfully submitted by,
Town of Hudson,
By and through its Attorneys,
TARBELL & BRODICH, P.A.

Dated: April 17, 2025

/s/ David E. LeFevre
By: David E. LeFevre, Esq. BNH #13811
45 Centre Street
Concord, New Hampshire 03301
(603) 226-3900

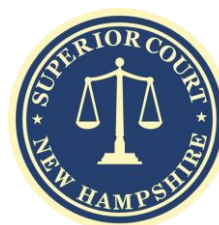
CERTIFICATION

I hereby certify that a true and accurate copy of the foregoing has been forwarded through the Court's electronic filing system to all attorneys and to all other parties who have entered electronic service contacts in this case.

Dated: April 17, 2025

/s/ David E. LeFevre
David E. LeFevre, Esq.

True Copy Attest



A handwritten signature in black ink, appearing to read "Amy Feliciano", is written over a horizontal line.

Amy M. Feliciano
Clerk of Court
May 9, 2025

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH
Southern Judicial District

SUPERIOR COURT

Town of Hudson

v.

Bruce Holton

Docket No.: 226-2019-CV-00144

**Order Authorizing the Town of Hudson to Enter Defendant's Property and
Remediate the Zoning Violations at the Defendant's Expense**

The matter before the Court involves a Petition for Temporary and Permanent Injunction to Enjoin Zoning Ordinance and Junk Yard Violations brought by the Petitioner, Town of Hudson ("Hudson"), against the Respondent, Bruce Holton ("Holton"), owner of the properties located at 55 Boyd Road and 56 Boyd Road, Hudson, NH, and further described in reference to the Hudson Tax Maps as Map 103, Lots 005 and 002 ("Property"). In accordance with the Court's Order of January 29, 2025 (Clerk's Notice dated January 30, 2025), the Court hereby orders as follows:

1. Hudson, or its designee, is hereby granted the right, but not the obligation, to enter the Property with the manpower and equipment it deems necessary (in its sole discretion) to abate the zoning violations. Any cost shall be at the expense of the Defendant, and any amount of money expended by Hudson shall be secured by a lien against the Property.

2. With the exception of non-commercial motor vehicles that are both registered and inspected, Hudson is hereby authorized to remove and dispose of all items of personal property from the exterior of the Property, without recourse, free and clear of any right, title, or interest of Mr. Holton, or his heirs, successors or assigns.

True Copy Attest



A handwritten signature in black ink, appearing to read "Amy Feliciano".

Amy M. Feliciano
Clerk of Court
May 9, 2025

3. With regard to any items of personal property which may require certificates of title, Hudson, or its designee, is hereby authorized to apply for duplicate or replacement certificates of title as may be necessary to transfer or convey title to, or dispose of, any such items of personal property, without recourse, free and clear and any right, title, or interest of Mr. Holton, or his heirs, successors or assigns.

4. Hudson shall have no duty or obligation to identify or preserve any items of value.

5. Hudson shall have no duty or obligation to repair any damage to the exterior of the Property, including without limitation, yard areas, trees and vegetation, lawns and plantings, landscaping and landscape structures, walls or fences, driveways or accessways, and other appurtenances.

6. For purposes of receiving bids or other requests for proposals by outside contractors, Hudson is hereby authorized to enter the Property with 24 hours' advance notice.

7. Prior to commencement of the work authorized by this Order, Hudson, or its designee, shall provide Mr. Holton with 30 days' advance notice.

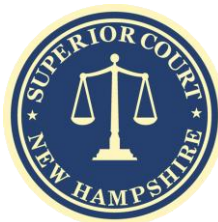
8. Mr. Holton may not interfere with Hudson, or its designee. Any interference may result in Mr. Holton's arrest for criminal contempt. The Hudson Police Department is hereby authorized to temporarily detain Mr. Holton as necessary to prevent him from interfering with the remediation of the zoning violations.

9. Hudson is hereby awarded its attorney fees and costs actually expended in this matter pursuant to RSA § 676:17, II. The Court previously approved an interim award of attorney fees and costs incurred through June 4, 2019, in the amount of \$7,690.00. *See* Order dated June 19, 2019 (Clerk's Notice dated June 19, 2019). Hudson shall file a supplemental motion for attorney fees and costs within 10 days of this Order. The attorney fees and costs awarded to Hudson shall be secured by a lien against the Property.

10. Pursuant to RSA § 676:17, I, Mr. Holton is subject to civil fines and penalties up to \$275.00 for first offenses, and \$550.00 per day for second offenses, for each day the violations have continued. The Court previously assessed civil fines and penalties in the amount of \$10,000.00. *See* Final Order dated May 31, 2019 (Clerk's Notice dated June 3, 2019). The Court's original intention with regard to the imposition of civil fines and penalties was that payment would be waived if Mr. Holton remediated the violations. In light of Mr. Holton's failure to abate the violations, the Court hereby imposes the prior award of civil fines and penalties in the amount of \$10,000.00. The civil fines and penalties awarded to Hudson shall be secured by a lien against the Property.

11. To the extent that Hudson may incur any financial liability involving the expenditure of money in order to effectuate this Order, for any purpose in excess of the amount appropriated by its legislative body for that purpose, or for any purpose for which no appropriation has been

True Copy Attest



A handwritten signature in black ink, appearing to read "Amy Feliciano".

Amy M. Feliciano
Clerk of Court
May 9, 2025

made, Hudson is hereby authorized to incur any such financial liability and expend such money without an appropriation in accordance with RSA § 32:9.

12. This Order may be recorded at the Hillsborough County Registry of Deeds.

So Ordered.

Dated: May 8, 2025



Honorable Charles S. Temple

May 8, 2025

Justice, Superior Court

*This order is stayed until August 10, 2025, to provide Mr. Holton with a final opportunity to remediate his property in compliance with the orders of this Court. The order is effective as of August 10, 2025.

Clerk's Notice of Decision
Document Sent to Parties
on 05/08/2025

True Copy Attest



Amy M. Feliciano

Clerk of Court

May 9, 2025

