



HUDSON NH

REQUEST FOR PROPOSALS

RFP 2026 2026 Town Wide Paving Program

PUBLISH DATE:
APR 30, 2026



Jason Twardosky
Director of Public Works | 2 Constitution Dr | Hudson, NH 03051
Ph: 603-886-6018 | www.hudsonnh.gov

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REQUEST FOR PROPOSAL

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

2026 Town Wide Paving Program

The Contactor must be lawfully engaged in the service in the State of New Hampshire.

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 May 20, 2026** from interested firms, to be eligible for consideration by the Town. The 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,

“2026 Town Wide Paving Program”

Complete copies of RFP are available from:

Mr. Jason Twardosky
Director of Public Works
Public Works Department
2 Constitution Drive
Hudson, NH 03051

jtwardosky@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 **“2026 Town Wide Paving Program” 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	603.886.6018	jtwardosky@hudsonnh.gov www.hudsonnh.gov

TOWN OF HUDSON, NEW HAMPSHIRE

Mr. Jason Twardosky

Date: _____

PROPOSAL DUE DATE/TIME: MAY 20, 2026 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 TOWN HALL ON MAY 12, 2026 AT 10:00 AM.

ALL QUESTIONS DUE BY MAY 14, 2026 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 Mr. Jason Twardosky, Director of Public Works jtwardosky@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 **Town Hall at 10:00 AM, on MAY 12, 2026.**

SUBMISSION OF PROPOSALS:

Proposals must be submitted at the Clerk's Office, Town Hall Offices, 12 School Street, Hudson NH by **10:00 AM MAY 20, 2026** 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

The Town of Hudson intends to award a bid for its annual town wide paving program. Work generally includes the following: Cold planing of bituminous surfaces shall consist of the removal of existing bituminous pavement, by planing or milling type equipment. Reclaim stabilized base of certain streets, to include all grading and compaction. The overlay of certain streets, or portions thereof, by placing hot bituminous pavement, primarily by machine method, but to also include any associated hand work. The placement of a full-width shim coat on portions of certain streets in areas of depressions, etc., by machine method. The placement of emulsified asphalt for tack coat shall be applied to all areas prior to full-width shim coat and overlay.

Interested and qualified bidders shall reference description of work for specifics and must have the capacity to perform such work as prescribed within.

SCOPE OF SERVICES

The Town of Hudson Public Works Department is soliciting services for **“2026 Town Wide Paving Program”**.

The work will involve work that requires the contractor to meet NHDOT specifications.

1. DESCRIPTION OF WORK

The Work under this Contract consists of roadway improvements on various street segments as identified in the attached summary. The summary defines the limits and prescribed pavement treatment for each segment.

The OWNER reserves the right to:

- Remove streets from the list
- Modify limits of work
- Revise pavement treatments
- Add additional streets

The OWNER may also self-perform or separately contract portions of the Work.

2. DESCRIPTION OF SERVICES REQUESTED

Prior to the start of construction, the CONTRACTOR shall submit a detailed written work plan for review and acceptance by the PUBLIC WORKS DIRECTOR.

The work plan shall include:

- Construction methodology
 - Project schedule and sequencing
 - Staffing and equipment
 - Coordination with utilities and Town operations
 - Traffic management approach
-

3. TIME FRAME FOR PERFORMANCE

The Contract is anticipated to be executed on May 26, 2026.

Work shall begin upon direction of the PUBLIC WORKS DIRECTOR.

All work shall be substantially completed by November 15, 2026, unless extended in writing by the PUBLIC WORKS DIRECTOR.

4. CONTRACTOR RESPONSIBILITY FOR GRADING

The CONTRACTOR shall ensure:

- Smooth pavement surfaces
- Positive drainage
- No ponding on roadways or adjacent properties

The CONTRACTOR shall:

- Perform field measurements prior to work
- Maintain existing roadway cross section, including crown and superelevation

Conflicts shall be reported to the PUBLIC WORKS DIRECTOR prior to work.

5. PAVEMENT MIX

All mixes shall comply with New Hampshire Department of Transportation requirements.

- **Maximum Total Reclaimed Binder (TRB): 1%**
- All mixes must meet volumetric criteria

Treatments include:

- Paver Shim: 1" ± (9.5 mm)
- Overlay: 1" (9.5 mm)
- Mill & Fill: 1.5" (12.5 mm)
- Reclaim & Binder: 2" (19.5 mm)

6. PAVEMENT JOINT ADHESIVE

A NHDOT-approved joint adhesive shall be applied to all longitudinal joints (excluding driveways and side roads).

Failure to comply may result in rejection of the work.

7. STATE SPECIFICATIONS AND MODIFICATIONS

The New Hampshire Department of Transportation Standard Specifications shall apply unless modified below.

Item 417 – Cold Planing

Milling equipment shall:

- Remove pavement to specified depth
- Utilize automatic grade control

Item 306 – Reclaimed Stabilized Base

Includes pulverizing existing pavement and base.

- No additional asphalt required
- Gravel supplied by the TOWN if needed

Item 604.4 – Structures

Catch basin and manhole adjustments are the responsibility of the TOWN unless noted otherwise.

Item 619.2 – Maintenance of Traffic

Traffic control is the responsibility of the TOWN.

- Police details and flaggers provided by the TOWN
-

8. COORDINATION WITH UTILITIES

Utility adjustments shall be performed by respective utility owners.

The CONTRACTOR shall coordinate all work accordingly.

9. OTHER WORK IN CONTRACT AREA

The CONTRACTOR shall coordinate with other ongoing work and notify the PUBLIC WORKS DIRECTOR of conflicts.

10. TIE-INS AT SIDE ROADS

Tie-ins shall be milled to the depth of the surface course unless directed otherwise.

11. COMPLETION OF WORK ON STREETS

The CONTRACTOR shall:

- Maintain driveway access at all times
- Provide temporary ramps daily

Roadways shall be paved promptly after preparation.

Unpaved surfaces must be maintained in safe condition.

12. WORK HOURS

Standard hours:

- Monday–Friday: 7:00 AM – 5:00 PM

Extended hours require approval:

- 72 hours notice (weekday)
-

- 1 week notice (weekends/holidays)
-

13. ADJUSTMENT OF CASTINGS

The TOWN will adjust castings unless otherwise assigned.

If performed by CONTRACTOR:

- Must be flush or $\leq \frac{1}{4}$ " below surface

Improper adjustments may result in non-payment or required correction.

14. CONTRACTOR REPRESENTATIVE

A 24/7 contact person shall be designated for emergencies.

15. CONTRACTOR RESPONSIVENESS

Costs incurred due to CONTRACTOR non-responsiveness may be back-charged.

16. SCHEDULING AND COORDINATION

The CONTRACTOR shall provide:

- Minimum 2-week notice prior to start
 - Ongoing coordination with PUBLIC WORKS
-

17. SUPERINTENDENCE

The CONTRACTOR shall:

- Provide qualified on-site supervision
 - Supervise all subcontractors
-

18. DISPOSAL OF MATERIAL

- Milled material: CONTRACTOR responsibility
 - Reclaimed excess: TOWN responsibility
-

19. PROTECTION OF INFRASTRUCTURE

The CONTRACTOR shall:

- Protect drainage structures
- Maintain inlet protection

Any contamination shall be reported immediately.

20. RESTORATION OF PROPERTY

Damage to property shall be repaired at CONTRACTOR expense.

Driveways:

- Completed with paving or within 2 weeks
-

21. REFUSE COORDINATION

The CONTRACTOR shall ensure trash pickup is not disrupted.

22. ACCESS TO PLANTS

The TOWN may inspect asphalt production facilities.

23. ADA COMPLIANCE

All curb ramps shall meet ADA and NHDOT standards.

Failure to notify of constraints transfers full responsibility to the CONTRACTOR.

24. ASPHALT CEMENT PRICE ADJUSTMENT (ITEM 1010.2)

Applies when NHDOT monthly asphalt price differs from base price.

Base Price: \$662.50/ton (April 2026)

Adjustment Formula:

$(\text{Monthly Price} - \text{Base Price}) \times (\% \text{ Virgin Asphalt}) \times (\text{Tons Used})$

Adjustments made monthly.

25. TRANSITION GRINDING

Required as directed.

Includes:

- Grinding or saw cutting
- Hand placement of asphalt

Incidental to Contract.

26. TACK COAT

Applied to all shim/overlay areas.

- Rate: 0.05 gal/sy
 - Incidental to Contract
 - **Full size trucks only**
-

27. STREET SWEEPING

- Shim/overlay sweeping: TOWN responsibility
 - Joint grinding sweeping: CONTRACTOR responsibility
-

28. PAVER SHIM (FIELD CONDITIONS)

Shim placement determined by PUBLIC WORKS DIRECTOR.

29. ROAD SHOULDERS

Backfilling and grading performed by the TOWN.

30. LIQUIDATED DAMAGES

Time is of the essence for this Contract.

If the CONTRACTOR fails to achieve Substantial Completion of the Work by **November 15, 2026**, or by any approved extension granted in writing by the PUBLIC WORKS DIRECTOR, the CONTRACTOR shall pay the OWNER liquidated damages in the amount of: **\$1,000 per calendar day**

for each day beyond the required completion date that the Work remains incomplete.

Liquidated damages are not a penalty, but are intended to represent a reasonable estimate of the damages the OWNER will incur due to delayed completion, including but not limited to:

- Administrative costs
- Inspection and engineering expenses
- Public inconvenience
- Impacts to traffic and municipal operations

Liquidated damages shall be:

- Assessed on a calendar day basis (including weekends and holidays)

- Deducted from monies due to the CONTRACTOR

The assessment of liquidated damages does not relieve the CONTRACTOR of the obligation to complete the Work, nor does it preclude the OWNER from pursuing other remedies available under the Contract.

APPROXIMATE BUDGET

\$850,000.

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 format.

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 this project.

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 ten (10) years that are of similar size and scope. References shall include a brief description of the project and the services provided. Contractor shall be familiar with the New Hampshire Department of Transportation Specifications.

3. Project Approach

The Proposer shall provide a work schedule and cost estimate of the items listed. 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.

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 the bid forms listed on the 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 Contractor 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 listed below, not necessarily the lowest price.

The evaluation criteria will be weighted as follows:

- Cost = 80%
- Schedule = 10%
- References & Experience = 10%

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, MPA - 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 Contractor agrees that it will carry any and all insurance which will protect it, the Town of Hudson 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 of Hudson 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 of Hudson.

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 demonstrate that it carries automobile liability insurance coverage in an amount deemed satisfactory to the Town of Hudson. The Contractor will furnish to the Town of Hudson a Certificate of Insurance and an endorsement prior to executing the Contract or commencing work demonstrating that the Town of Hudson 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.

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

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.

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>

GUARANTEES & WARRANTY:

All parts and labor related to contracts must be guaranteed and include a 12 month warranty from the date of acceptance by the Town. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the Town, if applicable.**

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 format** 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

**2026 Town Wide Paving Program
TOWN OF HUDSON, NEW HAMPSHIRE**

THE UNDERSIGNED HEREBY OFFERS TO PROVIDE SERVICES FOR THE ABOVE.

1. Bid Schedule:

Item No.	Item Name	Unit	Estimated Quantity	Unit Price	Extension
306	Reclaimed Stabilized Base	Sq. Yard	40,000	\$____/SY	\$_____
403.11	Hot Bituminous Pavement - Machine Method (Wearing Course)	Ton	3,800	\$____/T	\$_____
403.11	Hot Bituminous Pavement - Machine Method (Binder Course)	Ton	5,600	\$____/T	\$_____
403.119	Hot Bituminous Pavement - Machine Method (High Strength)	Ton	TBD	\$____/T	\$_____
417	Cold Planing of Bituminous Surface	Sq. Yard	25,000	\$____/SY	\$_____
604.4	Reconstructing Catch Basins & Manholes	Each	0	\$____/EA	\$_____
609.5	Bituminous Cape Cod Curbing	Linear Foot	0	\$____/LF	\$_____
Total					

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
12 School Street, Hudson, NH 03051
603-886-6008; 603-594-1142 (Fax)
jtwardosky@hudsonnh.gov

Due Date/Time: May 20, 2026, Not Later Than 10:00 AM

SPECIFICATIONS EXCEPTION FORM

**2026 Town Wide Paving Program
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 materials, 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 <small>(rev 01/2011)</small>	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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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, state, and ZIP code	City of Concord 41 Green Street Concord NH 03301	
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 –
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Part II	Certification
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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:
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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.**

**2026 Town Wide Paving Program
TOWN OF HUDSON, NEW HAMPSHIRE**

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

To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the Town of Hudson, 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 of Hudson shall not be required to defend or indemnify the Contractor, any subcontractor or any professional service provider.

Company _____

Taxpayer identification number _____

Authorized signature _____

Date _____

Address _____

Telephone _____

Toll-free number _____

Fax number _____

E-mail address _____

2026 Town Wide Paving , Town of Hudson Insurance Requirements for All Contractors

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

- | | |
|---|----|
| <input type="checkbox"/> Owners & Contractors' Protective – Limit | NA |
| <input type="checkbox"/> Underground/Explosion and Collapse | NA |

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
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- Any Auto, Symbol 1
 Include Employees as Insured

Additional Coverage to include:

- | | |
|---|----|
| <input type="checkbox"/> Garage Liability | NA |
| <input type="checkbox"/> 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

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

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

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 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:

**2026 TOWN WIDE PAVING PROGRAM
HUDSON, NEW HAMPSHIRE**

ARTICLE 2 – CONTRACTOR

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

ARTICLE 3 - CONTRACT PRICE

OWNER shall compensate CONTRACTOR for completion of the Work in accordance with the Contract Documents in screened compost.

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, in writing, the OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER liquidated damages in the amount of: **\$1,000 per calendar day for each calendar day that expires past the date for each calendar day that expires after November 15, 2026, until said portions of the work have been completed.**

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

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.

ARTICLE 5 - INTEREST

Not applicable

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

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

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR has visited the roads 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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 (2026- Town Wide Paving Program).
- 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 This Agreement.
- 7.4 CONTRACTOR's Proposal.
- 7.5 Documentation submitted by CONTRACTOR prior to Notice of Award (pages __ to ____, inclusive).
- 7.6 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 document.
- 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. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR on their behalf.

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

OWNER Town of Hudson

CONTRACTOR _____

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 _____, 2026, by _____, duly authorized _____ of _____, a New Hampshire corporation, on behalf of same.

The foregoing instrument was acknowledged before me this ____ day of _____ 2026, 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).

