

## DOCUMENT 00204

## INSTRUCTIONS TO BIDDERS – CCSNH

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## PART 1 DEFINITIONS

- 1.1 Refer to Document 00708: General Conditions – CCSNH

## PART 2 PREPARATION AND SUBMISSION OF BIDS

- 2.1 The Bidder is required to bid on all items called for in the Proposal. If Alternates are included, the Bidder shall set forth in the space provided the amount to be added to or deducted from the Lump Sum Base Bid or the Lump Sum Grand Total. If an Alternate called for does not involve a change in price, the Bidder shall so indicate in the space provided.
- 2.2 Bids shall be submitted upon the Proposal Form furnished and shall be signed in ink. The Bidder shall specify a unit price, both in words and figures, for each item called for in the Lump Sum Grand Total Proposal. All of the words and figures shall be in ink or typed. If a unit price or a Lump Sum Grand Total already entered by the Bidder on the Proposal Form is to be altered, it should be crossed out with ink, the new unit price and the Lump Sum Grand Total bid entered above or below it and initialed by the Bidder; also in ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern. Bids containing any conditions, omissions, unexplained erasures or alterations, or items not called for in the Proposal or irregularities of any kind may be rejected by the Chancellor as being incomplete, non-conforming, or non-responsive.
- A. Electronic bids submitted by electronic mail, facsimile, telephone, or in any other electronic format will not be considered until the College establishes and implements formal electronic submission procedures.
- 2.3 Each bid must contain the full business address of the Bidder and be signed by him/her with his/her usual signature.
- A. Bids by a partnership of any form must furnish the full names of all partners, and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the designation of the person signing. All Contracts with partnerships must include a certificate of authorization demonstrating that the partner(s) or authorized individuals have been authorized by the partnership to enter into the Contract on behalf of the partnership.
- B. Bids by a corporation of any form must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. *[A bid by a person who affixes to his/her signature, the word "President," "Secretary," "Agent" or other designation, without disclosing whom he/she is representing if other than the contracting entity noted above, may be held to the bid of the individual signing.]*
- C. Bids by proprietorships (individuals), or by individuals with a registered trade name, or doing business under an assumed name (aka d/b/a), shall be executed by the individual in their name, with reference to the trade name or assumed name.

- 2.4 Bids, along with a proposal guaranty, shall be enclosed in a sealed envelope that shall be marked and addressed as requested in the "Invitation to Bid."

### PART 3 RECEIPT AND OPENING OF BIDS

- 3.1 Bids will be opened publicly at the time and place stated in the Invitation to bid. The bid opening officer will decide when the specified time has arrived, and no bid received or presented thereafter will be considered. No responsibility or liability will be attached to any officer for the premature opening of a bid not properly addressed and identified.
- 3.2 At the time fixed for opening of bids, all bid contents will be made public for the information of bidders and other persons interested who may be present, either in person or by representative.

### PART 4 WITHDRAWAL OF BIDS

- 4.1 A bid may be withdrawn upon written request received from the bidder at the College's Finance & Contracts office at 26 College Drive , , Concord, NH 03301, with reasonable time prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

### PART 5 PROPOSAL GUARANTY

- 5.1 All proposals shall be accompanied by a proposal guaranty in the amount listed in the Proposal, which shall be a Bid Bond, certified check or cashier's check, made payable to the "Treasurer, State of New Hampshire." The Bidder shall not withdraw his/her bid for a period of sixty (60) days after the scheduled closing time for receipt of bids. If the bid is accepted, the Bidder will enter into a formal Contract with the Chancellor in accordance with the Contract Documents and the required Contract Bond provided. In the event that the withdrawal of said bid within said period, or the failure to enter into said Contract and give said Bond within twenty (20) days after he/she has received notice of the acceptance of his/her bid, the Bidder shall be liable to the Chancellor for the full amount of the proposal guaranty as representing the damage because of the default of the Bidder in any particular thereof. The Proposal Guaranty shall be returned to all except the lowest two Bidders within three (3) days after the formal opening of bids. The remaining Proposal Guarantees will be returned to the two (2) lowest Bidders within forty-eight (48) hours after the Chancellor and the accepted Bidder has executed the Contract and Bond and the issuance of the Notice to Proceed. If the Notice to Proceed is not issued within sixty (60) days after the date of the opening of bids, then the Bond or check of any Bidder will be returned upon his/her request, provided he/she has not been notified of the acceptance of bid prior to the date of such request.
- 5.2 If in the form of a Bid Bond, the proposal guaranty must be written by a Company licensed to do business in New Hampshire at the time the policy is issued. In addition, the Company issuing the bond shall be listed on the current list of "Surety Companies Acceptable on Federal Bonds" as published by the U.S. Department of the Treasury, Financial Management Services, Circular Number 570. see <http://www.fms.treas.gov/c570/index.html>

## PART 6 CONDITIONS AT SITE OR BUILDING

- 6.1 Bidders shall visit the site and be responsible for having ascertained pertinent local conditions; such as location, accessibility and general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of submitting the bid.

## PART 7 EXPLANATION TO BIDDERS

- 7.1 No oral explanation in regard to the meaning of the Bidding Documents will be made and no oral instructions will be given before the award of the Contract. Discrepancies, omissions or doubts as to the meanings of Bidding Documents shall be communicated in writing to the Contract Administrator for interpretation no later than eight (8) days before the hour and date set for the bid opening. Any interpretations will be in the form of an Addendum to the Bidding Documents that will be forwarded to all Bidders of record and sent to all other locations identified in the Invitation to Bid where documents are made available.

## PART 8 REJECTION OF BIDS

- 8.1 The Chancellor reserves the right to reject any or all bids, to waive technicalities or to advertise for new bids, if in his/her judgment, the best interests of the State will be promoted thereby. The Chancellor reserves the right to reject the bid of a Bidder who is not in a position to perform the Contract.
- 8.2 The Chancellor reserves the right to waive any informality in bids received, if in the best interest of the State.
- 8.3 The Chancellor reserves the right to reject any Bidders not meeting all stated requirements.

## PART 9 CONTRACT BOND

- 9.1 The successful Bidder, at the time of the execution of the Contract, must deposit with the Chancellor, Surety in the sum equal to one hundred percent (100%) of the amount of the Contract as required by RSA 447:16. The form of Bond shall be that provided for by the College and the Surety shall be acceptable to the Chancellor. The Contract Bond must be written by a Company licensed to do business in New Hampshire at the time the policy is issued. In addition, the Company issuing the bond shall be listed on the current list of "Surety Companies Acceptable on Federal Bonds" as published by the U.S. Department of the Treasury, Financial Management Services, Circular Number 570. see <http://www.fms.treas.gov/c570/index.html>

**PART 10 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

- 10.1 The Contractor shall deliver to the Chancellor at the time of submitting a signed Contract, certificates of all insurance required hereunder and such insurance shall be reviewed prior to approval by the Attorney General. The certificates of insurance shall contain a description of the project, including the project name and number, and shall state that the companies issuing insurance will mail to the Chancellor thirty (30) days notice of cancellation, alteration of material change of any listed policies or ten (10) days in cases of non-payment of premium. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the Chancellor, the Contractor shall promptly make available a copy of any and all listed insurance policies. The required insurance must be written by a Company licensed to do business in the State of New Hampshire at the time the policy is issued. In addition, the company must have a rating of no less than B+ based on the current A.M. Best rating guide.
- 10.2 The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
- 10.3 No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with the Chancellor, approved by the Attorney General, and a Notice to Proceed is issued.
- A. Workers' Compensation Insurance: In accordance with RSA 281-A.
1. Employers Liability:
    - a. \$100,000 each accident.
    - b. \$500,000 Disease-policy limit.
    - c. \$100,000 Disease-each employee.
- B. Commercial General Liability Insurance:
1. Occurrence Form Policy: Include full Contractual Liability (see Indemnification Clause I), Explosion, Collapse, and Underground coverage's:
    - a. Limits of Liability:
      - 1) \$1,000,000 Each Occurrence Bodily Injury & Property Damage.
      - 2) \$2,000,000 General Aggregate – Include per Project Aggregate Endorsement.
      - 3) \$2,000,000 Products/Completed Operations Aggregate.
      - 4) State shall be named as an additional named insured.
- \*\*\*\*\* [OR] \*\*\*\*\*
2. Commercial General Liability Form; to include Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability (see Indemnification Clause I), Collapse and Underground, Medical Payment coverages (Broad Form Comprehensive GL Endorsement)
    - a. Limits of Liability:
      - 1) \$1,000,000 Combined Single Limit of Liability for Bodily Injury & Property Damage.
      - 2) State shall be named as an additional named insured.

- C. If blasting and/or demolition is required by the Contract, the Contractor or subcontractor shall obtain the respective coverage for those activities, and shall furnish to the Chancellor a Certificate of Insurance evidencing the required coverages prior to commencement of any operations involving blasting and/or demolition.
- D. Owner's Protective Liability coverage for the benefit of the Community College System of New Hampshire.
1. Limits of Liability:
    - a. \$2,000,000 Each Occurrence
    - b. \$3,000,000 Aggregate

\*\*\*\*\* [OR] \*\*\*\*\*

    - c. \$2,000,000 Bodily Injury & Property
- E. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
1. Limits of Liability:
    - a. \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage
- F. Commercial Umbrella Liability
1. Limits of Liability:
    - a. \$1,000,000 Each Occurrence
    - b. \$1,000,000 Aggregate
- G. Builder's Risk Insurance (Fire and Extended Coverage):
1. The Contractor shall insure the work included in the Contract, including extras and change orders, on an "All Risk" basis, on one hundred percent (100%) completed value basis of the Contract, as modified. Builder's Risk coverage shall include materials located at the Contractor's premises, on-site, in-transit, and at any temporary site. The policy by its own terms or by endorsement shall specifically permit partial or beneficiary occupancy prior to completion or acceptance of the entire work. The policies shall be in the names of the Community College System of New Hampshire and the Contractor. The policies shall provide for the inclusion of the names of all other Contractors, Subcontractors, and others employed on the premises as insureds. The policies shall stipulate that the insurance companies shall have no right of subrogation against any Contractors, Subcontractors or other parties employed on the premises.
- H. General Insurance Conditions
1. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than thirty (30) days or ten (10) days in cases of non-payment of premium after written notice thereof has been received by the Community College System.

- I. Indemnification:
  1. The Contractor shall indemnify, defend, and hold harmless the Community College System, the State of New Hampshire, its Agencies, and its agents and employees from and against any and all claims, liabilities, suits or penalties arising out of (or which may be claimed to arise out of) acts or omissions of the Contractor or subcontractors in the performance of work covered by the Contract. This covenant shall survive the termination of the Contract. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State.

#### PART 11 BIDDING DOCUMENTS

- 11.1 Bidders shall use only complete sets of Bidding Documents in preparation of bids; the College assumes no responsibility for mistakes due to the use of incomplete sets of Bidding Documents.

#### PART 12 SUBSTITUTIONS

- 12.1 Where Bidding Documents stipulate particular Products, substitution requests will ONLY be considered before receipt of Bids. Refer to specification section 01600 – Product Requirements.

#### PART 13 AWARD OF CONTRACT

- 13.1 The Contract will be Awarded as soon as possible to the Lowest Responsible Bidder on the basis of Lump Sum Base Bid, Lump Sum Grand Total, or Negotiated Price.
  - A. The College may request a Negotiated Price from the Lowest Responsible Bidder.
- 13.2 The signed Contract, together with the Contract Bond, certificate of insurance and the Disadvantaged Business Enterprise Forms, if required, shall be returned to the College within 20 days after the date of notice that the Proposal has been accepted.
  - A. If the successful bidder fails to execute the Contract and submit acceptable bond and required attachments within 20 days after the date of notice of acceptance of the Proposal, the College may cancel the notice of award and retain the bidder's Proposal Guaranty which shall become the property of the College, not as a penalty, but in liquidated damages sustained. Contract award may then be made to the next lowest responsible bidder or the Work may be readvertised.

- 13.3 Prior to the issuance of Notice to Proceed, each Bidder shall be prepared, if so requested by the Chancellor, to present evidence of his/her experience, qualifications, and financial ability to carry out the terms of the Contract.
- 13.4 A Contract that has been Awarded with required attachments is not executed until submitted and approved by the Governor & Executive Council, and issuance of the Notice to Proceed by the College.

#### PART 14 PERMITS AND FEES

- 14.1 Refer to specification section 01300 – Administrative Requirements.

END OF DOCUMENT



**PROPOSAL FORM – LUMP SUM GRAND TOTAL BID – CCSNH**

**FOR**

**SWEENEY HALL WINDOW REPAIR & AC RENOVATION**

**TRH Design Project # 1026  
PROJECT #NH 11-08**

**NHTI - CONCORD'S COMMUNITY COLLEGE**

**CONCORD, NEW HAMPSHIRE**

**MARCH 25, 2011**

**NAME OF FIRM  
SUBMITTING BID** \_\_\_\_\_

**NOTE: BID MUST BE BASED ON THE COMPLETE PACKAGE OF PLANS AND SPECIFICATIONS RECEIVED FROM AN AUTHORIZED SOURCE.**

**LUMP SUM GRAND TOTAL** \$ \_\_\_\_\_

**THE COLLEGE SYSTEM RESERVES THE RIGHT TO AWARD ANY OR ALL ITEMS.**

**PROPOSAL FORM**

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

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

To furnish all materials and to do and perform work in accordance with the plans and specifications, on which proposals shall be submitted in a sealed envelope marked: Proposal for:

**NH- 11-08 – SWEENEY HALL WINDOW REPAIR & AC RENOVATION**

and delivered to the **Office of the President , NHTI, Concord's Community College, Concord, NH 3:00 P.M.**, Prevailing Time, On **April 19th, 2011**.

Delivery of Proposal: Proposal shall be placed in sealed envelope plainly marked to indicate its contents and addressed to the College at the address shown on the Invitation to Bids. Sealed Proposals shall be received and deposited in the Bid Box at the location specified prior to the time and deposited as specified. Proposals delivered to the College by alternate means are submitted at the sole risk of the Bidder. The College will not accept responsibility for any reason if the Proposal is not deposited in the Bid Box by the specified time and date. Proposals received after the time for opening of bids will be returned to the bidder unopened.

Chancellor  
Community College System of New Hampshire  
26 College Drive  
Concord, New Hampshire 03301

Dear Sir:

In accordance with the advertisement of the College inviting proposals for the project herein before named, and in conformity with the plans and specifications on file in the offices of the College, I/WE hereby certify that I AM/WE ARE the only person or persons, interested in this proposal as principals; that this proposal is made without collusion with any person, firm or corporation, that an examination has been made of the plans and specifications and of the site of the work, and proposed to furnish all necessary machinery, equipment, tools and labor, and to furnish all materials specified in the manner and at the time prescribed at the following prices:

**ITEMS AND UNITS TABLE**

Rules of Prices Note: This Proposal shall be filled in by the Bidder, with the Prices written in both words and numerals, and the extensions will be made by him in the spaces provided. (reference specification section 01200):

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT TYPE	ITEMS AND UNITS PRICES BID	COST PER UNIT DOLLARS CENTS (numerical)	ITEM SUBTOTAL DOLLARS CENTS (numerical)
1	# 1 EACH	NH 11-08 – ALL WORK AS DETAILED IN THE PLANS AND SPECIFICATIONS AS REQUIRED TO REPAIR, REPLACE, AND REINSTALL ALUMINUM WINDOWS AND FRAMES.  (COST PER EACH WRITTEN)  _____ _____ DOLLARS PER EACH	PER EACH	
2	# 1 EACH	NH 11-08 – ALL WORK AS DETAILED IN THE PLANS AND SPECIFICATIONS AS REQUIRED TO INSTALL NEW AC SYSTEMS.  (COST PER EACH WRITTEN)  _____ _____ DOLLARS PER EACH	PER EACH	
3	# 1 EACH	ALLOWANCE FOR USE BY THE COLLEGE FOR UNFORESEEN CONDITIONS  (COST PER EACH WRITTEN)  FIVE THOUSAND _____ DOLLARS PER EACH	\$ 5,000.00  1 PER EACH	\$ 5,000.00

THE LUMP SUM GRAND TOTAL FOR THIS PROJECT IS:

IN NUMBERS: \_\_\_\_\_

IN WORDS:

(SUM OF ITEM SUBTOTALS OF ITEMS #1 THROUGH #2.

**LUMP SUM GRAND TOTAL MUST ALSO BE ENTERED ON THE COVER PAGE OF THE PROPOSAL.**

**ALTERNATE #1-**

**IN NUMBERS : \$** \_\_\_\_\_

**IN WORDS:** \_\_\_\_\_

The award of contract shall be made to the lowest responsible bidder on the basis of the Lump Sum Grand Total.

The Chancellor reserves the right to waive any and all informalities in the best interests of the College.

It is further proposed:

To execute the form of contract and to complete the project on or before **August 18th, 2011.**

To furnish a contract bond in the amount of one hundred percent (100%) of the contract award as security for the completion of the contract in accordance with the plans and specifications and contract documents. The form of bond shall be that acceptable to the College, and the surety shall be acceptable to the Chancellor.

To guarantee all of the work performed under this contract to be done in accordance with the plans and specifications and the contract documents.

**Enclosed, herewith, find cashier's check, certified check, or bid bond in the amount of 5% of the total amount of the Lump Sum Price made payable to the "Treasurer, State of New Hampshire", as a proposal guaranty, which it is understood, will be forfeited in the event the form of contract is not executed, if awarded to the undersigned.**

The undersigned acknowledges receipt of the following addenda, issued during the bidding time, and states that these have been incorporated in this proposal:

Addendum No. dated \_\_\_\_\_

IF A PARTNERSHIP

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

\_\_\_\_\_  
*(printed name and title)*

Partnership Name &  
Address

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

Names and Addresses of Members of the Partnership:

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

IF AN LLC

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

\_\_\_\_\_  
*(printed name and title)*

LLC Name &  
Address: \_\_\_\_\_

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

Names and Addresses of Members and Managers:

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

IF A CORPORATION

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

\_\_\_\_\_  
*(printed name and title)*

Corporation Name  
& Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Bidder shall provide a Certificate of Good Standing or Registration from the NH Secretary of State's Office indicating that the Bidder is authorized to conduct business in New Hampshire.

Names and Addresses of Corporate Officers: *[A bid by a person who affixes to his/her signature, the word "President," "Secretary," "Agent" or other designation, without disclosing whom he/she is representing if other than the contracting entity noted above, may be held to the bid of the individual signing.]*

President

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

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

Secretary

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

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

*(Enter Designation of another Corporate Officer below, such as Vice President or Agent .....)*

\_\_\_\_\_

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

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

IF A PROPRIETORSHIP

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

\_\_\_\_\_  
*(printed name and title)*

Proprietorship Name  
& Address: \_\_\_\_\_

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

If Applicable, a D/B/A or Trade Name: \_\_\_\_\_

If Applicable, Certificate from Secretary of State's Office to be attached.

END OF DOCUMENT

DOCUMENT 00417

**SAMPLE INFORMATION**

The following is a sample letter identifying information that will be asked for after the bid, from the successful low bidder:

Re:

Dear Contractor:

We are pleased to inform you of the acceptance, pending College approval, of your bid for the above subject project. Enclosed, are three copies of the proposed P-37 contract form which is being submitted for your execution. **Please be sure that a Power of Attorney accompanies the three (3) Contract Bonds.**

It is necessary that this Department be furnished with one **one true copy of your resolution with your Corporate Seal affixed** giving whoever signs the contract the authority to do so. Attached, is a sample **Certificate of Vote** to be used as a guide. The Attorney General's Office requires that this specific format be followed.

**Original Insurance Certificates** covering all types of coverage required by this contract must be on file with the Department before this contract can be approved. Because these certificates must be acceptable to the Attorney General's Office, it is imperative that your Insurance Company meet all the specific requirements of the Department for this project. We have attached an additional copy of these requirements in order that it may be forwarded to your Insurance Agent.

Also, you must **include a Certificate of Good Standing** which may be purchased from the Secretary of State's Office (603/271-3244).

After signature and execution, please return all three of the contracts and accompanying papers to this office.

For further assistance, please call our office at 603/271-3732.

Sincerely,

Contracts Administrator

md/s

Enclosure:

SAMPLE

(CORPORATE NAME)

Certificate of Vote

I, (Name of Clerk or Secretary), hereby certify that I am duly elected (Clerk or Secretary) of (Name of Corporation).

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on (Date of Current Meeting) at which a quorum of the Board was present and voting.

VOTED:

(Inserted herein should be the vote of the corporation authorizing specific officers of the corporation, on behalf of the corporation, to enter into a specific contract, lease or other agreement with the State of New Hampshire and further authorizing said officers to execute any documents which may in their judgment be desirable or necessary to effect the purpose of this vote.)

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of (date you sign the contract), and that (name or names of authorized officer or officers) is/are the duly elected (title or titles), respectively, of this corporation.

Attest:

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk/Secretary

**(CORPORATE SEAL)**

**PART 10 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

- 10.1 The Contractor shall deliver to the Commissioner at the time of submitting a signed Contract, certificates of all insurance required hereunder and such insurance shall be reviewed prior to approval by the Attorney General. The certificates of insurance shall contain a description of the project, including the project name and number, and shall state that the companies issuing insurance will mail to the Commissioner thirty (30) days notice of cancellation, alteration of material change of any listed policies or ten (10) days in cases of non-payment of premium. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the Commissioner, the Contractor shall promptly make available a copy of any and all listed insurance policies. The required insurance must be written by a Company licensed to do business in the State of New Hampshire at the time the policy is issued. In addition, the company must have a rating of no less than B+ based on the current A.M. Best rating guide.
- 10.2 The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.
- 10.3 No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with the Commissioner, approved by the Attorney General, and a Notice to Proceed is issued.
- A. Workers' Compensation Insurance: In accordance with RSA 281-A.
1. Employers Liability:
    - a. \$100,000 each accident.
    - b. \$500,000 Disease-policy limit.
    - c. \$100,000 Disease-each employee.
- B. Commercial General Liability Insurance:
1. Occurrence Form Policy: Include full Contractual Liability (see Indemnification Clause I), Explosion, Collapse, and Underground coverage's:
    - a. Limits of Liability:
      - 1) \$1,000,000 Each Occurrence Bodily Injury & Property Damage.
      - 2) \$2,000,000 General Aggregate – Include per Project Aggregate Endorsement.
      - 3) \$2,000,000 Products/Completed Operations Aggregate.
      - 4) State shall be named as an additional named insured.
- \*\*\*\*\* [OR] \*\*\*\*\*
2. Commercial General Liability Form; to include Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Contractual Liability (see Indemnification Clause I), Collapse and Underground, Medical Payment coverages (Broad Form Comprehensive GL Endorsement)
    - a. Limits of Liability:
      - 1) \$1,000,000 Combined Single Limit of Liability for Bodily Injury & Property Damage.
      - 2) State shall be named as an additional named insured.

- C. If blasting and/or demolition is required by the Contract, the Contractor or subcontractor shall obtain the respective coverage for those activities, and shall furnish to the Commissioner a Certificate of Insurance evidencing the required coverages prior to commencement of any operations involving blasting and/or demolition.
- D. Owner's Protective Liability coverage for the benefit of the Community College System of New Hampshire.
1. Limits of Liability:
    - a. \$2,000,000 Each Occurrence
    - b. \$3,000,000 Aggregate

\*\*\*\*\* [OR] \*\*\*\*\*

    - c. \$2,000,000 Bodily Injury & Property
- E. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
1. Limits of Liability:
    - a. \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage
- F. Commercial Umbrella Liability
1. Limits of Liability:
    - a. \$1,000,000 Each Occurrence
    - b. \$1,000,000 Aggregate
- G. Builder's Risk Insurance (Fire and Extended Coverage):
1. The Contractor shall insure the work included in the Contract, including extras and change orders, on an "All Risk" basis, on one hundred percent (100%) completed value basis of the Contract, as modified. Builder's Risk coverage shall include materials located at the Contractor's premises, on-site, in-transit, and at any temporary site. The policy by its own terms or by endorsement shall specifically permit partial or beneficiary occupancy prior to completion or acceptance of the entire work. The policies shall be in the names of the Community College System of New Hampshire, and the Contractor. The policies shall provide for the inclusion of the names of all other Contractors, Subcontractors, and others employed on the premises as insureds. The policies shall stipulate that the insurance companies shall have no right of subrogation against any Contractors, Subcontractors or other parties employed on the premises.
- H. General Insurance Conditions
1. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than thirty (30) days or ten (10) days in cases of non-payment of premium after written notice thereof has been received by the State.

I. Indemnification:

1. The Contractor shall indemnify, defend, and hold harmless the Community College System of New Hampshire, the State of New Hampshire, its Agencies, and its agents and employees from and against any and all claims, liabilities, suits or penalties arising out of (or which may be claimed to arise out of) acts or omissions of the Contractor or subcontractors in the performance of work covered by the Contract. This covenant shall survive the termination of the Contract. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved by the State.

END OF DOCUMENT