

B37-08

City of Concord, New Hampshire

Purchasing Division

2008 COLD PLANE/OVERLAY PROJECT

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT
HIGHWAYS AND UTILITIES DIVISION**

Contract Documents
Bid Documents
Specifications

Firm: _____

Bid Due Date/Time: March 13, 2008 Not Later Than 3:00 PM

City of Concord, New Hampshire

PURCHASING DIVISION

CITY HALL 41 GREEN STREET

CONCORD, NH 03301

603-225-8530 FAX: 603-230-3656



INVITATION FOR BIDS

The Purchasing Division, 1st Floor, City Hall, 41 Green Street, Concord, New Hampshire 03301, will receive sealed Bids for “B37-08, 2008 Cold Plane/Overlay Project” until **3:00 PM on March 13, 2008** at which time and place they will be opened and publicly read. The sealed envelope should be plainly marked:

“B37-08, 2006 COLD PLANE/OVERLAY PROJECT”

Bids may be issued only by the Purchasing Agent to authorized firms and are not transferable unless authorized by the Purchasing Agent.

Complete copies of B37-08 may be obtained from the Purchasing Division, City Hall, 41 Green Street, Concord, NH 03301 (603) 225-8530 or on-line at www.onconcord.com/purchasing.

A certified check, cash, check drawn by a New Hampshire bank, or bid bond for and subject to conditions provided in the Instruction to Bidders shall accompany each bid. The amount of such bid deposit shall be **ten percent (10%)** of the total bid, made payable to the City of Concord, New Hampshire.

The successful bidder will be required to furnish a Performance Bond and a separate Payment Bond, each in the amount of **one hundred percent (100%)** of the contract price.

The City of Concord reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the bidding, to accept the bid considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information as detailed on the Bid Submission Checklist and/or submission of an unbalanced bid are sufficient reasons to declare a bid as non-responsive and subject to disqualification.

All bids are advertised, at the City's discretion, in various publications and are posted publicly at the: (1) City of Concord, City Hall, 1st Floor, 41 Green Street, Concord, NH 003301 and (2) City of Concord website, www.onconcord.com/purchasing.

APPROVED:

Douglas B. Ross, Purchasing Agent
Date: _____

Bid Due Date/Time: March 13, 2008 not later than 3:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF BIDS:

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

Bidders must quote on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to quote on all items may disqualify the bid. When bids on all items are not required, bidders shall insert the words "no bid" where appropriate.

Alternative bids will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base bid response, i.e. it shall not be a separate document which could be construed as a second bid.

Unless otherwise stated in the Request, the bidder agrees that the bid shall be deemed open for acceptance for Sixty (60) calendar days subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than seven (7) calendar days before the Request for Bids due date to be considered. Any changes to the Request for Bids will be provided to all bidders of record.

The bidder shall not divulge, discuss or compare this bid with the bid of any other bidders and shall not collude with any other bidder or parties to a bid whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of materials shall be allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Bid List).

The name of manufacturer, trade name, or catalog number mentioned in this request for bids description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

Required samples must be submitted free of cost and will be returned unless otherwise specified.

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The vendor may be required to supply proof of compliance with bid specifications. When requested, the vendor must immediately supply the City with certified test results or certificates of compliance. Where none are available, the City may require independent laboratory testing. All costs for such testing, certified test results or certificates of compliance shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or Bid number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF BIDS:

Bids must be submitted as directed in the Notice to Bidders/Contractor, and on the forms provided unless otherwise specified. Bids must be typewritten or printed in ink. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF BIDS:

Bids may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the bidder to the Purchasing Agent. Negligence on the part of the bidder in preparing this bid shall not constitute a right to withdraw bid subsequent to the bid opening. Bids may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one bid is offered by any one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct bid in its own behalf.

RECEIPT AND OPENING OF BIDS:

Bids shall be submitted prior to the time fixed in the Notice to Bidders. Bids received after the time so indicated shall be returned unopened. Bids must be mailed or delivered in person. Bids that are faxed or e-mailed will not be accepted.

PRESENCE OF BIDDERS AT OPENING:

At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person or by representative.

BID EVALUATION:

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

BID RESULTS:

Bidders may secure information pertaining to the results of a bid by visiting the Purchasing office weekdays between the hours of 8:30 AM and 4:00 PM; or by enclosing a self-addressed envelope along with a two-dollar (\$2.00) handling fee to receive the results by mail.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE BIDS:

When identical low bids are received, with respect to price, delivery and quality, award may be made by a toss of coin, with the following exception: When a tie bid exists between a local (a business establishment within City limits) bidder and an out-of-town bidder, preference will be given to the local bidder. Any bidder having a local agent who is a bona fide resident of the City is considered a local bidder. If a tie bid exists between two local bidders, or two out-of-town bidders, the decision may be made by a toss of coin.

LIMITATIONS:

This bid document does not commit the City to award a contract, to pay any costs incurred in the preparation of a bid response, or to procure or contracts for goods, services or supplies. The City reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or in its entirety this bid document, if it is in the best interests of the City to do so.

AWARD OF CONTRACT:

The contract may be awarded to the lowest responsive and responsible bidder as soon as practical after the bid opening unless otherwise stated, but generally not before ten (10) working days from the bid opening.

It is the policy of the City that contracts are awarded only to responsive and responsible bidders. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- 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; and
- Adhere to the specifications of this bid and provide all documentation required of this bid

It is requested that interested parties refrain from making inquiries during this period. A “Letter of Award” and accompanying “Notice of Award” will announce the contract award. The City of Concord reserves the right to waive any formality, informality, information and/or errors in the bids submitted and the right to reject any or all bids at its discretion and to accept the bid which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices bid shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the bidder, except for the return of the bid bond, at any time before a contract has been fully executed by all parties and is approved by the City.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications that may be required by it. The Contractor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

RETURN OF BID BOND:

All bid bonds, except that of the lowest bidder, will be returned after the City has awarded a contract. The successful bidder’s bid bond will be returned as soon as an agreement has been fully executed.

REQUIREMENTS OF SURETY BONDS:

At the time of the execution of the agreement, the successful bidder shall furnish the City with surety bonds, which have been fully executed by the bidder, guaranteeing

the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bonds shall be acceptable to the City. Unless otherwise specified, the surety bonds shall be in the sum equal to the full amount of the agreement.

INSURANCE:

The successful bidder shall procure and maintain insurance, in the amounts and coverage detailed by the bid documents, acceptable to the City, at the bidder's sole expense, with reputable and financially responsible 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 bidder's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City'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 bidder's obligation under any provision hereof.

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

If the agreement with the bidder involves the performance of work by the bidder's employees at property owned or leased by the City, the bidder shall furnish such additional insurance as the City 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 bidder be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All bidders and subcontractors at every tier under the bidder 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.

CONTRACT:

The contract between the City and the Contractor shall consist of (1) the bid documents and any amendments there to and (2) the Contractor's bid. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the bid documents shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor and such written clarification shall govern in case of conflict with the applicable requirements contained in the bid documents and the Contractor's bid. In all other matters, not affected by written clarification, if any, the bid documents shall govern. The bidder is cautioned that this bid shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement and surety bonds that have been fully executed by the successful bidder, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful bidder's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful bidder to execute the agreement and/or furnish acceptable surety bonds within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder shall be just cause for cancellation of the award and forfeiture of the bid bond, not as a penalty, but as liquidation of damages to the City.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, 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 agreement 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 agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTRACT FOR CAUSE:

If through any cause, the Contractor shall fail to furnish, in a timely and proper manner, its obligations under any contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of any contract, the City shall thereupon have the right to terminate any contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished work, documents, plans, data programs and reports prepared by the Contractor under any contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

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

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Contractor 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, documents, plans, data programs and reports prepared by the Contractor under any contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the

vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the State. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

PATENT PROTECTION:

The successful bidder agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the City of Concord 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 City of Concord and the successful bidder shall belong exclusively to the City.

ASSIGNMENT PROVISION:

The successful bidder hereby agrees that it will assign to the City of Concord 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 City under this contract if so requested by the City of Concord.

DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Deliveries not conforming to the specifications or are not in good condition upon receipt; shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays between the hours of 8:30 AM and 3:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve

partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

All invoices must reference a valid City of Concord Purchase Order Number

PROGRESS PAYMENTS AND RETAINAGE:

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: On not later than the last day of the subsequent month, the City shall, after deducting previous payments made, pay to the Contractor 90% of the amount of the estimate as approved by the City. The 10% retained percentage shall be held by the City until final inspection and acceptance. At such time the retainage may be reduced to 5% of the total value of the contract and this amount shall be held during the 12 month guarantee period. This retainage shall be held in a non-interest bearing account.

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City 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 City.

EXCLUSIVITY:

This contract will be for the goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

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 additional 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 vendor to make available at the vendor's place of business, upon demand, all price lists, documents and other records pertaining to purchases made under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND PUBLIC NUISANCE ORDINANCES:

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6-8 Public Nuisance

GUARANTEES & WARRANTY:

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the Contractor must inform the City, 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 bid prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.**

FORCE MAJEURE:

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

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is 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 unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

LIQUIDATED DAMAGES:

In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under any contract as a result of this bid, on or before November 14, 2008, the City shall deduct from the payments due the Contractor each month, the sum of one thousand dollars (\$1,000.00) plus engineering charges per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the 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 or shall be paid by the Contractor's surety.

PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the 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 Contract shall forthwith be physically amended to make such insertion or correction.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation for Bids, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation 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 Invitation for Bids shall obligate the Contractor and the 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 bidder(s).

DEFINITIONS:

Bid shall also mean quotation, proposal, offer, qualification/experience statement, and services.

Bidders shall also mean vendors, offers, Contractors or any person or firm responding to an invitation for bids.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

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

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

INSTRUCTIONS TO BIDDERS

Project Name: 2008 COLD PLANE/OVERLAY &
SHIM/OVERLAY PROJECT

Project Location: **Road Sections for Coldplaning/Overlay;**
Ft. Eddy Rd.: Loudon Rd. to The seam at Hannaford
Loudon Rd.: Rte 93 seam East side of overpass to the joint at
west side of the bridge.

Road Sections for Shim/Overlay;
Centre St.(Easterly): Liberty St. to Union St.
Centre St. (Westerly): Liberty St. to Westborne St.
School St: Liberty St. to Westborne St.
Pleasant St.: Fruit St. to Pine St.

Description of Work to be Performed for Coldplane/Overlay sections: For designated sections of road within the project location work will consist of lowering and raising structures in the work area, removal of existing bituminous pavement, by planing or milling type equipment to a depth of one and one half (1 ½) inches to four (4) inches (dependent on existing curb reveal and profile), tack coating and repaving the planed surface with a shim base course of hot bituminous pavement compacted to a depth of one half (½) to one (1) inch. After adjustment of curbing, manholes, catch basins and sidewalks, a one inch (1) wear course of hot bituminous pavement will be applied after the base pavement has been swept and tack coated. Pavement markings, as existing, will be reinstalled after completion of construction by the City of Concord, **but must be tied down by the Contractor before obliteration. Temporary pavement markings on the shim course are the responsibility of the Contractor and are subsidiary to the Maintenance of Traffic pay item.** The intent of the contract is to remove and replace the deteriorated wearing surface to the depth specified to improve ridability, improve profile with increased or unchanged curb reveal, and reduce future maintenance.

NOTE: The work on Fort Eddy Road and Loudon Road sections will be done at night from 7 PM to 7 AM so as to minimize impact on these high traffic areas.

Description of Work to be Performed for the Shim/Overlay sections: For designated sections of road within the project location, work will consist of coldplaning a butt joint 20feet long tapering from 0” to 1” at each end of the street sections sweeping the road, placing a tack coat, shimming the road to re-establish a uniform cross slope, applying another tack coat and overlaying the entire road with one inch of asphalt. The intent of the contract is to re-establish a uniform cross slope, improve rideability and reduce future maintenance.

The Contractor will also place a 2 foot gravel shoulder to back up the new pavement edge.

NOTE: Entry to manhole structures will be preformed according to OSHA Confined Space Entry requirements.

Plywood panels are to be used to cover the tables of the structures prior to removal of masonry material.

1. EXPLANATION TO BIDDERS

Any explanation regarding the meaning or interpretation of contract drawings, specifications or other contract documents must be requested in writing with sufficient allowance of time for receipt of reply before the time of the bid opening. Any such explanations or interpretations shall be made in the form of an addendum to the documents and shall be furnished to all bidders who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding. **Requests for explanations should be addressed, in writing, to: Doug Ross, Purchasing Agent, 41 Green Street, Concord, NH, 03301, Tel (603) 225-8530; (603) 230-3656 (Fax); dross@onconcord.com.**

2. BIDDERS UNDERSTANDING

Bidders should visit the work site to familiarize themselves with pertinent local conditions such as location, character, and accessibility of the site, availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc. A submitted bid shall be considered as evidence that the bidder has done so. The City of Concord shall make available to all prospective bidders, previous to the receipt of bids, information that it may have as to the extraordinary site conditions at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the contractor might draw there from.

3. BID REQUIREMENTS

Security required shall be submitted with the proposal and failure to submit same may be cause for rejection. The bidder, at his option, shall furnish a certified check drawn by a New Hampshire bank, cash, or a bid bond as security in the amount required. Security deposited by unsuccessful bidders will be returned as soon as practicable after the opening.

4. PREPARATION OF BIDS

Bids shall be submitted on the forms provided and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid.

5. SUBMISSION OF BIDS

See General Terms and Conditions

6. RECEIPT AND OPENING OF BIDS

See General Terms and Conditions

7. WITHDRAWAL OF BIDS

See General Terms and Conditions

8. PRESENCE OF BIDDERS AT OPENING

See General Terms and Conditions

9. BIDDERS INTERESTED IN MORE THAN ONE BID

See General Terms and Conditions

10. AWARD OF CONTRACT

See General Terms and Conditions

11. CONTRACTS, BONDS, INSURANCE

The successful bidder shall enter into a written Contract with the City of Concord within the time specified by the bid. A performance bond and a separate payment bond each in the amount of 100 percent (100%) of the bid price shall be furnished at the time of signing the formal Agreement. The Contractor shall secure and maintain the insurance policies required under this bid (see Insurance Requirements for All Contractors-Page 40).

12. INSPECTION FEES

The Contractor (or subcontractor if used) shall not be assessed fees for layout or inspection of work by city of Concord personnel, when such layout and/or inspection is required as part of the Specifications for the project. If, however, additional layout and/or re-establishment of bench marks, etc. is required due to negligence or failure of the Contractor to conform to the Specifications and Standards, then charges shall be made to him, and shall not be reimbursable by the City.

13. INTEREST OF THE CONTRACTOR

The Contractor hereby covenants that he has at the time of execution of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed pursuant to this Agreement. The Contractor further covenants that in the performance of this work, no person having any such interest shall be employed.

14. ASSIGNMENT OR SUBCONTACTING

See General Terms and Conditions

15. EXTRAS

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price thereof have been authorized in writing by the City.

16. PROVISION REQUIRED BY LAW DEEMED INSERTED

See General Terms and Conditions

17. OPPORTUNITIES FOR RESIDENTS

The Contractor covenants and agrees that in the work to be performed under this Contract, the Contractor will take affirmative action to insure that residents of the City of Concord are given maximum opportunity for employment and that business concerns located in, or owned in substantial part by, residents of the City of Concord are to the greatest extent feasible, awarded contracts.

The City may request, in which case the Contractor shall provide, such information as the Owner shall determine is necessary to ascertain the Contractor's conformance with the provisions of this section.

18. EXTRA WORK

The Contractor shall do any work incidental to the proper completion of the contract not herein otherwise provided for when and as ordered in writing by the City. The amount of compensation to be paid to the Contractor for extra work as so ordered, shall be determined by the City to be one of the following:

By such applicable unit prices, if any, as set forth in the Contract; or

If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed to by the City and the Contractor; or

If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then by the actual net cost in money to the Contractor as approved by the City of the materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and approved for such extra work, plus ten percent (10%). No extra work will be paid for unless specifically order as such by the City in writing.

In the case of extra work performed by subcontractors, whether under the specific contract item provided herein, or otherwise approved by the City, the ten percent (10%) added to the reasonable cost of the work will be allowed only to the subcontractor. On such work, an additional five percent (5%) of the reasonable cost (before addition to the ten percent (10%)) will be paid to the Contractor for his work in directing the operations of the subcontractor and for any overhead involved.

19. NON-DISCRIMINATION

Contracts for work under this proposal will obligate the Contractor and the Subcontractors not to discriminate in employment practices. Statements as to non-discriminatory practices may be requested from successful bidders.

20. QUALIFICATIONS OF BIDDER

The City of Concord may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request . The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

21. THE DIRECTOR OF GENERAL SERVICES DEPARTMENT TO DECIDE

The Director of General Services shall decide all questions which may arise as to the performance, continuity and acceptability of work to be done and all materials to be furnished under this contract, and shall decide all questions which may arise as to the interpretation of plans and specifications used and as to the fulfillment of this contract on the part of the Contractor and as to defects in the Contractor's work. The order, progress and methods of construction shall at all times be satisfactory to the Director of General Services. The contractor shall vie his attention constantly to the faithful prosecution of the work, and shall keep the same under his personal control.

22. TIME AND MANNER OF DOING THE WORK

Before any work is begun, the Contractor shall discuss fully with the Director of General Services the order and manner of doing the work and the operating procedure shall at all items comply with the requirements of the Director of General Services. Care should be taken to keep private and commercial entrance (i.e. service roads and walkways) interruptions to a minimum and advance notice should be given the occupant when such interruptions are anticipated.

23. GENERAL PROVISIONS

Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Director and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which orders are given.

24. LAWS AND REGULATIONS

The Contractor shall keep himself fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction authority over the same. If any discrepancy or inconsistency is

discovered in the plans, drawings, specifications or contract for the work in relation to any such laws, specifications or contract for the work in relation to any such laws, ordinances, regulations, orders or decrees, he shall forthwith report the same to the Director in writing. He shall at all items himself observe the comply with all shall cause all his agents and employees to observe and comply with such laws ordinances, regulations, orders and decrees; and shall protect and indemnify the City and its officers, agents and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or decrees, whether by himself or his employees or subcontractors.

25. EXISTING STRUCTURES

The Contractor shall take full responsibility for maintaining and restoring all existing structures encountered by his construction operations, including paving, catch basins, drains, electric light power, telephone poles, gas mains and any other structures encountered above or below ground. Damage to utilities will be repaired by the respective utility and the Contractor will pay all cost of repairs and/or damage incurred. The Contractor shall receive no additional compensation for maintaining, supporting protecting, restoring, and relocating if necessary, all electric light power and telephone poles and lines, and gas mains which are encountered in his work.

26. MAINTAIN STREETS PASSABLE

Unless otherwise specifically permitted by the proper authorities of the City, the Contractor shall at all times maintain the streets passable on which his is conducting his work. The Contractor shall maintain access to all houses, garages, etc., with the least possible interruption and shall conduct his work so that the inconvenience to all property owners adjacent to the work will be at a minimum. All property owners shall be notified in advance if access to their property is to be temporarily interrupted in case of any hardship resulting therefrom, the Contractor shall make suitable arrangements with the property owner to the satisfaction of the Director.

27. PERMITS

The Contractor shall secure all necessary permits from the state, city authorities having jurisdiction in the streets or highways and all other necessary building and construction operations requiring permits, and he will be required to repair any damage cause by his operations to any street, highway or existing structure either above or below ground surface.

28. USE OF HIGHWAYS

The use of state, city and town highways for hauling construction equipment or materials involved in the work will be subject to the rules and regulations of the state highway department, city or town governing such use by contractors and the Contractor shall comply with all such rules and regulations.

29. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient warning lights, danger signals and signs, provide flaggers in numbers

as required, and shall take all necessary precautions for the protection of the work and the safety of the public. The Contractor will be required to conduct his operations so as to keep traffic moving steadily and to avoid traffic tie-ups. Highways closed to traffic shall be protected by adequate barricades on which suitable and acceptable warning and detour signs shall be placed and maintained.

As a further precaution, the Contractor shall keep from any city land or easements at the site of work, all persons not directly connected with the work or authorized by the Director to be in the work area.

30. ACCESS TO WORK

Authorized agents and employees of the City may, at any time and for any purpose, enter upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities for such authorized agents and employees. Other contractors of the General Services Department, federal, state and city officials and landowners may also, for all the purposes which may be required by their agreements and contracts, enter upon the work and premises used by the Contractor and other contractors of the General Services Department, state or landowners in regard to their work shall be adjusted and determined by the Director of General Services.

31. SITE MANagements, DUST CONTROL, ETC.

The Contractor shall maintain the site of the work in a reasonable condition, shall avoid or promptly remove accumulations of dirt, debris, etc., from highways and storage areas, shall control the creation of a dust nuisance by sprinkling or chloride treatment, shall limit noise, and vibration and take such other measures as may be reasonable or proper to avoid undue nuisance to surrounding property owners.

32. LINES AND GRADES

The Contractor shall keep the Director informed in advance of the items and places at which he intends to do work, in order that ample opportunity shall be given the Director to furnish lines and grades and to make necessary measurements. The Contractor shall have no claim for damages or extension of time on account of delays in giving lines and grades or destruction of marks and the consequent necessity for replacement. The Contractor shall be and is required to check all such lines and grades before and during the progress of the work, and the Contractor alone shall be responsible for the proper fit and dimension of all portions of the work.

The work during its progress and at its completion shall conform fully to the established lines and grades and to the directions given to the Contractor as the work progresses, subject to such modifications or additions the Director shall determine to be necessary during the execution of the work.

33. ALL WORK TO BE INSPECTED

Proper notice shall be given the Director by the Contractor of the times and places he intends to do work. All work is subject to inspection by the Director. Any work which is done contrary to the direction of the Director shall be considered unauthorized. If such unauthorized work is not accepted by the Director, the Contractor shall agree to remove and replace such unauthorized work at his own expense to the satisfaction of the director when directed to do so.

34. CLEANING UP OR RESTORATION WORK

The Contractor shall at all time keep the premises free from accumulation of waste materials or rubbish caused by his employees or work, or the employees or work of any of his subcontractors.

35. EMERGENCY REPAIRS, ETC.

If, in the opinion of the Director, at any time while the Contractor is responsible for the work or maintenance thereof, any emergency exists because there are not adequate barricades, lights, signs, etc. to warn and protect the public and/or persons or property in the vicinity of the work, or that the work under construction, or other adjacent streets, ground or structures are in acute danger of damage or injury by reason of inadequate drainage protection or other proper precautions which it is the duty of the Contractor to provide or to have provided; or that a street, road, walk or other premises are unsafe by reason of any settlement of any filling placed by the Contractor, the Director may direct the Contractor or the Contractor's representative to remedy the difficulty immediately to furnish and erect the needed barricades, lights, or signs; to provide set adequate sheeting, shoring and bracing to provide adequate pumps and drainage facilities; to fill settlements; to smooth roads, streets, walks or grounds; or to perform similar urgently needed services. If the Contractor or his representative is not present or is not immediately available or able to receive such orders or to perform the emergency services needed, or fails to act following such notice, the Director, acting for the City, may cause such defects to be corrected; roads and walks made unsafe etc. by such person(s) or means as it may elect, and the Contractor shall reimburse the city of any expense incurred by it in performing such work. The City may deduct from any sum or sums due or to become due to the Contractor such sum or sums as may be proper to reimburse the city of such expense(s), or may collect the costs of such work by other means.

36. ACT OR FAILURE TO ACT ON PART OF DIRECTOR DOES NOT REDUCE LIABILITY OF CONTRACTOR

Given notice, or failure to give notice, or acting as authorized in the preceding sections, or failure to so act on the part of the Director; or any questions as to the adequacy of the notice by the Director, or of his acts or those of the City as provided in those sections shall not in any way relieve the Contractor from any part of his responsibility or liability for performing any and all of the acts and assuming any and all of the risks, duties and liabilities which the Contractor is obligated to perform or assume.

37. OSHA REGULATIONS

The Contractor shall follow and shall maintain all safety standards as prescribed by OSHA without exception. The Director shall require strict adherence to all safety rules and regulations. The Federal Register Number for Contractor reference is Vol. 37, Part 262. The Federal Register Number for construction work for reference is Vol. 37, Part 243.

38. INSURANCE

The successful bidder shall furnish to the City of Concord, prior to the start of any work, insurance certificates for comprehensive general liability, automobile liability and worker's compensation in accordance with the attached sheet.

39. LIQUIDATED DAMAGES:

In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under any contract as a result of this bid, on or before November 14, 2008, the City shall deduct from the payments due the Contractor each month, the sum of one thousand dollars (\$1,000.00) plus engineering charges per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the 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 or shall be paid by the Contractor's surety.

40. TECHNICAL SPECIFICATIONS

As per the attached.

BID SUBMISSION CHECKLIST

In order to be considered responsive, each prospective contractor must submit the following documents, in one (1) original as part of his/her bid:

1. Base Bid Form
2. Itemized Base Bid Sheet
3. 10% Bid Bond
4. Specifications Exception Form
5. Alternate Form W-9
6. City of Concord Indemnification Agreement
7. Qualification Statement

The successful contractor must submit, prior to contract signing, the following documentation:

1. 100% Payment Bond
2. 100% Performance Bond
3. Insurance Certificate (Naming the City of Concord as an **Additional Insured**) that meets the minimum requirements for coverage

BID INSTRUCTION SHEET

This bid will involve the Cold Planing and Repaving of approximately 10,111 square yards of roadway on Fort Eddy Road and approximately 3,560 square yards of roadway on Loudon Rd.. This project will also include the overlay of sidewalks as directed.

NOTE: The work on Fort Eddy Road and Loudon Road sections will be done at night from 7 PM to 7 AM so as to minimize impact on these high traffic areas.

It will also include the shimming and overlaying of the following sections:

Centre St.(Easterly): Liberty St. to Union St.
Centre St. (Westerly): Liberty St. to Westborne St.
School St: Liberty St. to Westborne St.
Pleasant St.: Fruit St. to Pine St.

The Contractor will also place a 2 foot gravel shoulder to back up the new pavement edge.

The Contractor will be required to provide the proper equipment consistent with industry standard: i.e. planing or milling equipment capable of removing surface material to specified depth in one pass, automatic grade control bituminous spreading and finishing machine (pavers) capable of distributing to the required thickness and lane widths, static steel wheeled roller of minimum 8 tons, rubber tired roller producing 2000 lb per wheel; and only equipment listed on the State of New Hampshire's approved equipment list will be allowed. Work will be completed within the specifications of the *State of New Hampshire Standard Specifications for Road and Bridge Construction*, The City of Concord Construction Standards, 2005 edition and the Technical Specifications contained herein. If a conflict is found between them, the Technical Specifications contained herein shall rule.

NOTE: The Contractor will be responsible for maintaining resident and emergency access along the site during active construction hours and allow for through traffic during off hours.

SPECIAL ATTENTION

The City reserves the right to increase or decrease the volume of work set forth in this Contract within the limits of available funds.

Recycled ground asphalt graded at 1 ½ inch minus will be provided by the City where appropriate as curbing base augmentation material and to supplement reclaimed streets as directed. The Contractor would be responsible for loading and trucking this material from the Fort Eddy Rd. storage site. The City may supplement trucking at its discretion.

The City has a new noise and dust ordinances and the successful Contractor shall abide by them. They are as follows:

13-6-9 Construction Noise.

(a) *Construction Noise.* **The generation of any noise from construction activity as defined in 13-6-2 or from a construction site that is clearly audible at a dwelling in any district is prohibited, except for noise generated:**

- (1) **Between 7:00 a.m. and 7:00 p.m. on weekdays; or**
- (2) **Between 9:00 a.m. and 7:00 p.m. on weekends or holidays (as defined in Section 13-6-2); or**
- (3) **Between 9:00 a.m. and 7:00 p.m. on weekends and holidays (as defined in Section 13-6-2) from work done by a resident at the resident's dwelling.**

(b) *Exceptions.*

(1) **Sections 13-6-8 and 13-6-9 shall not apply to routine or emergency City work including solid waste collection, street sweeping, street and sidewalk plowing, snow removal, and other periodic work necessary for the City to maintain its public streets and infrastructure.**

(2) **Emergency work as defined in Article 13-6-2 is exempt from hours of operations' restrictions.**

11-3-1 Fugitive Dust

(a) **The following is deemed and declared to be a public nuisance and is not allowed:**

- (1) Any airborne particulate matter generated from a construction site or by a construction activity that is visibly passing outside of the property lines where the source activity is occurring, or adversely affects any person, their property, or their reasonable enjoyment of their property. Any person responsible for any of the following activities shall take all reasonable actions to prevent particulate matter from becoming airborne:**

 - a. Clearing of land;**
 - b. Preparatory site work;**
 - c. Earth materials removal;**
 - d. Stockpiling of earth or construction materials;**
 - e. Construction or demolition of buildings or structures;**
 - f. Construction, grading, paving and maintenance of, or within, roads and streets.**

- (2) Depositing or dropping of particulate matter, dirt, or other material, that could become airborne, on any publicly owned street or right-of-way by vehicles leaving the source activity site.**

- (b) Appropriate materials including, but not limited to, water, City of Concord approved dust palliatives, asphalt, seed, or physical covers shall be used to prevent particulate matter from becoming airborne. Oil may not be used as a dust palliative.**
- (c) The requirements of this article do not apply to fugitive particulate matter emissions arising from the production of agricultural commodities in their unmanufactured state on the premises of the farm operation or emergency work as defined in Article 13-6-2.**
- (d) An enforcement officer may order the immediate cessation of such operations or activities deemed and declared a public nuisance. If any person shall fail to immediately comply with the order, the enforcing officer shall as soon as practicable file a complaint with a court of competent jurisdiction charging said person with violation of this ordinance.**

The Code Administrator may, in writing, grant exceptions to these provisions when the work is of urgent or other necessity in the interest of public or private safety and convenience.

The City Council has also adopted a report regarding construction practices in the City of

Concord to minimize disturbance and damages and the conclusion is as follows:

Vibration limits where damages may occur have been set by the NHDOT in their standard specifications for blasting operations. If construction is proposed in or near a sensitive area or for a potentially high vibration impact project, vibration monitoring and/or interior pre-construction surveys should be required as determined by the City Engineer. The types of projects where this may be required is as follows:

- *Deep trench excavations (over ten feet deep) located within close proximity to any older structure.*
- *Deep trench excavations (over ten feet deep) where ground water or soil conditions warrant extra precautions.*
- *Any trench excavation where a public concern has been expressed and the City Engineer determines a potential damage may occur.*
- *Blasting of any type with a building within 500 feet of the blast location.*
- *Sheeting installations near existing buildings, walls or other structures.*
- *Pile driving located in close proximity to any structure.*
- *Any other construction activity where construction operations may create a significant nuisance or damage to residences or businesses in the opinion of the City Engineer.*

Prior to the commencement of any project and prior to issuing an Street Excavation Permit the City Engineer will review the proposed construction to determine if a project is located near a sensitive structure and should be considered a potentially high impact project. A sensitive structure will be defined as any building, wall or other vertical element susceptible to vibration impacts and may include older buildings, brick/masonry structures, buildings that are close to significant construction operations, buildings that have plaster on wood lath construction and any other type of structure that may be subject to vibration damages. If the project is determined to be near a sensitive structure and is a potentially high impact project the City Engineer will require vibration monitoring and/or pre-construction surveys as needed to protect the integrity of any buildings that may be damaged by the construction operations. In areas where there is unusual concerns (i.e. a historic structure, a structure in disrepair, unusual masonry construction, and any other building element susceptible to vibration damages) and even minimal vibrations could cause damages the City Engineer has the authority to reduce the PPV limits as needed to protect the area of concern. Furthermore, where management of vibration causing activities produces complaints from abutters, the City Engineer will modify and reduce vibration-causing activities and consider requiring vibration monitoring and/or pre-construction surveys to reduce abutting property impacts.

Contract Award: **This contract shall be awarded, in accordance with the City's General Terms and Conditions, to the lowest responsive and responsible bidder determined by the base bid plus any additive alternates the City, at its sole option, decides to incorporate.**

Said work to be done in strict accordance with the terms, conditions, plans, specifications and all Contract Documents; and the undersigned agrees that upon written acceptance of this bid, he/she will within ten (10) calendar days of receipt of such notice, execute a formal Contract Agreement with the City of Concord, and that he/she will provide the necessary payment and performance bonds and Certificates of Insurance. The undersigned further agrees that, if awarded the Contract, he/she will commence the work within ten (10) calendar days after the written Notice to Proceed and will complete the work on or before **November 14, 2008.**

B37-08

ITEMIZED BASE BID SHEET

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXT.</u>
304.32	100	CY	Crushed Gravel	\$_____	\$_____
			Written unit price:	_____	Dollars
			Deduction from unit price Item 304.32 when City provided recycled asphalt is substituted:	\$_____	\$_____
			Written deduction:	_____	Dollars
403.11	2,200	TN	Hot Bit. Pvmt. Machine-Wearing	\$_____	\$_____
			Written unit price:	_____	
403.11	2,750	TN	Hot Bit. Pvmt. Machine-Shim	\$_____	\$_____
			Written unit price:	_____	
403.12	450	TN	Hot Bit. Pvmt. Hand Method	\$_____	\$_____
			Written unit price:	_____	
403.12	50	TN	Hot Bit. Pvmt. Hand Method to shim and overlay existing sidewalks as directed.	\$_____	\$_____
			Written unit price:	_____	
410.22	1,770	GA	Bituminous Surface Emulsion - Tack Coat	\$_____	\$_____
			Written unit price:	_____	
417	13,700	SY	Cold Plane Bituminous	\$_____	\$_____
			Written unit price:	_____	

ITEMIZED BASE BID SHEET
(continued)

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXT.</u>
<u>PRICE</u>					
604.45	43	EA	Adjust Catch Basin Grates and Frames	\$_____	\$_____
			Written unit price:_____		
604.55	77	EA	Adjust Manhole Covers and Frames	\$_____	\$_____
			Written unit price:_____		
608.13	200	SY	Recon. 2" Bit. Sidewalk	\$_____	\$_____
			Written unit price:_____		
609.5100	100	LF	Reset Granite Curb	\$_____	\$_____
			Written unit price:_____		
618.7	920	HR	Flaggers	\$_____	\$_____
			Written unit price:_____		
619	1	LS	Maint. of Traffic	\$_____	\$_____
			Written unit price:_____		
641.04	1200	SY	Loam/Fert./Seed	\$_____	\$_____
			Written unit price:_____		
692	1	LS	Mobilization	\$_____	\$_____
			Written unit price:_____		

B37-08

ITEMIZED BASE BID SHEET
(continued)

<u>ITEM #</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXT.</u>
801	41	EA	Adjust Water gate valve boxes	\$_____	\$_____
			Written unit price: _____		

Total Cost: _____ Total Cost _____
(figures) (written)

NOTICE OF AWARD

Dated _____, 2008

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: B37-08

PROJECT: 2008 COLD PLANE/OVERLAY PROJECT

CITY'S CONTRACT NO.: B37-08

CONTRACT FOR: 2008 COLD PLANE/OVERLAY PROJECT

You are notified that your Bid dated _____, 2008 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the CITY'S 2008 COLD PLANE/OVERLAY PROJECT. All terms, conditions, specifications and prices shall be in accordance with the CITY'S bid documents, B37-08, and the CONTRACTOR'S bid opened and publicly read on March 13, 2008.

The Contract Price of your contract shall be:

_____ Dollars (\$)
 Written Figures

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, which is by _____, 2008. You must deliver to the CITY:

1. One fully executed counterpart of the Agreement.
2. The Contract Security (separate 100 % Payment and Performance Bonds) and Insurance Certificate(s) as specified by B37-08.
3. (List other conditions precedent)

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, the **CITY** will return to you one fully signed counterpart of the Agreement, a Notice to Proceed, a Purchase Order and your bid bond.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

Douglas B. Ross, Purchasing Agent
(NAME/TITLE)

Copy to GENERAL SERVICES DEPARTMENT

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: B37-08 _____

PROJECT: 2008 COLD PLANE/OVERLAY PROJECT _____

CITY'S CONTRACT NO.: B37-08 _____

CONTRACT FOR: 2008 COLD PLANE/OVERLAY PROJECT _____

(Name of Contractor)

You are notified that you are to start performing your obligations under the Contract Documents within ten (10) calendar days of the date of this Notice to Proceed. In accordance with the Agreement, the date of completion is to be not later than **November 14, 2008**.

Before you may start any Work at the site the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
2. A Payment Bond in the amount of 100% of the contract price.
3. A Performance Bond in the amount of 100% of the contract price.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

By _____
(Authorized Representative)

Douglas B. Ross, Purchasing Agent
(NAME/TITLE)

COPY TO GENERAL SERVICES DEPARTMENT

AGREEMENT

This AGREEMENT, made on the _____ day of _____ 2008, by and between the City of Concord, New Hampshire, party of the first part, hereinafter called the City and _____ the party of the second part, hereinafter called the CONTRACTOR:

WITNESS, that the Contractor and the City, for the considerations hereinafter named agree as follows:

ARTICLE I - SCOPE OF THE WORK

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the plans and described in the specifications for the project entitled “**B37-08, 2008 COLD PLANE/OVERLAY PROJECT**” all in accordance with the requirements and provisions of the Contract Documents which are defined in Division 100, entitled “General Provisions”, as contained in the Standards Specifications for Road and Bridge Construction of the State of New Hampshire, Department of Transportation, latest revision.

ARTICLE II - TIME OF COMPLETION

The work to be performed under this contract shall commence within ten (10) calendar days after written notice by the City to the Contractor to proceed and will complete the work on or before **November 14, 2008**.

ARTICLE III - PAYMENT

The Contract Sum: The City shall pay to the Contractor for the performance of the Contract, the amounts determined for the total number of each of the units of work in the attached schedule completed at the unit price stated. The number of units contained in this schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract. The initial contract sum shall be:

_____ Dollars \$ _____
(Written) (Figures)

Progress Payments: On not later than the fifth day of every month, the Superintendent shall prepare and submit an estimate covering the total quantities under each item of work that have been completed from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the City and/or Contractor.

Retainage: On not later than the last day of the month, the City shall, after deducting previous payments made, pay to the Contractor 90% of the amount of the estimate as approved by the Director of General Services. The 10% retained percentage shall be held by the City until final inspection and acceptance. At such time, the retainage may be reduced to 5% of the total value of the contract and this amount shall be held during the 12 month guarantee period. All this retainage shall be held in a non-interest bearing account. A maintenance bond, in amount and form acceptable to the City, may be negotiated in lieu of guarantee retainage.

Liquidated Damages: In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before November 14, 2008, the City shall deduct from the payments due the Contractor each month, the sum of one thousand dollars (\$1,000.00) plus engineering charges per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the 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 or shall be paid by the Contractor's surety.

ARTICLE IV - ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final inspection and acceptance, the General Services Director and/or their representative shall within two days, make such an inspection; and if they find the work acceptable under the Contract and the Contract fully performed, they will promptly issue a final certificate, over their own signature, stating that the work required by this Contract has been completed and is acceptable by them under the terms and conditions thereof, and the entire balance found to be due the Contractor, less the retained percentage, shall be paid to the Contractor by the City within thirty days after the date of said final certificate.

Before final payment is due, the Contractor shall submit evidence satisfactory to the General Services Director and/or their representative that all payrolls, material bills and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City other than those arising from unsettled liens, from faulty work appearing within twelve months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the General Services Director and/or their representative so certifies; the City shall, upon certificate of the Superintendent, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of claims.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first written above.

(Seal)

ATTEST:

CITY OF CONCORD, NH

Name

Douglas Ross, Purchasing Agent

(Seal)

ATTEST:

CONTRACTOR: _____

Name

Signature

QUALIFICATION STATEMENT

The undersigned submits answers to the following questions to enable the City of Concord to judge experience and ability in, and facilities for, the work proposed to be done.

1. The work, if awarded to you, will have the resident personal supervision of whom?

State his/her name, title, and their special qualifications:

2. Describe equipment you propose to furnish. (a) your own; (b) rented:

a.

b.

3. How many years has your organization been in business as a contractor under the name in which you propose to execute this contract?

4. Has your present organization ever failed to complete any work awarded to it?
If so, state when, where and

why: _____

City of Concord, New Hampshire
B37-08, 2008 COLD PLANE/OVERLAY PROJECT
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)	\$ 10,000

- Occurrence
- Claims Made

Additional Coverage to Include

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

Commercial Automobile Liability

Combined Single Limit	\$ 500,000
	\$1,000,000

- 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 | \$ _____ |
| <input type="checkbox"/> 2. Builders Risk – Renovation Form | |
| All Risk completed value form including Collapse | \$ _____ |
| Sublimit for Soft Cost Coverage | \$ _____ |
| <input type="checkbox"/> 3. Installation Floater (Equipment) | \$ _____ |

(X) **The City of Concord must be named as Additional Insured**

**CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM**

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 City of Concord 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:

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

If your bid does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your bid 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 Bid may result in your Bid being rejected as unresponsive.

Alternate Form
W-9
(rev 01/08)

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, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D =Disregard entity, C = Corporation, P = Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	Exempt from backup withholding <input type="checkbox"/>
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 Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

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, 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. person (including a U.S. resident alien).

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.

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

CITY OF CONCORD, NEW HAMPSHIRE

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

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, 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 City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your Bid may result in your Bid being rejected as unresponsive.

City of Concord,
New Hampshire



Finance Department

Purchasing Division

CITY HALL 41 GREEN STREET

Concord, NH 03301

(603)225-8530 FAX(603)230-3656

Reference: B37-08

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank you.

* * * * No Bid Questionnaire * * * *

A no bid is submitted in reply to the City of Concord Invitation for Bids for B37-08, dated _____, for the following reasons:

- _____ Item not supplied by our company.
- _____ Bid specification (give reason(s), e.g., too restricted, not clear, etc.):

- _____ Profit margin on municipal bids too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, bid process, administrative problems, etc) _____
- _____ Insufficient time allowed to prepare and respond to bid request.
- _____ Bid requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to bid specifications.
- _____ Other reason(s), please specify: _____



Company Name and
Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)

PROSECUTION OF WORK

1. Advance construction notice will be required in the Concord Monitor and over WKXL radio as well as direct notification to the Concord Police and Fire Department.
2. Given the nature of the work sites involved, it is the intent of this contract to complete all work in a continuous manner to minimize the project's duration and inconvenience to the traveling public.
3. Prior to the commencement of work, the Contractor shall submit to the General Services Director for review and approval, the following:
 - a. Proposed construction schedule, including the number of working days required to complete each stage of the work.
 - b. Proposed location of equipment and materials storage.
4. Upon completion of the work, the improvement areas shall be cleaned up to the satisfaction of the General Services Director including, but not limited to, removal of all spoil from the job site and cleanup of materials. It shall be the Contractor's responsibility to restore the adjacent areas to their former condition and the work will not be considered complete until all such restoration has been completed to the satisfaction of the General Services Director.
5. A pre-construction conference with involved city staff and utility personnel will be coordinated with the successful contractor prior to the start of work.
6. The contractor will be required to schedule all work in strict accordance to the agreed upon construction schedule and phasing. Maintenance of safe vehicular and pedestrian traffic throughout the project duration shall be the responsibility of the Contractor during construction.. It is the intent that traffic be channeled around the work area utilizing 28 inch (28") traffic cones to maintain reasonably free-flowing one-lane traffic at all times.
7. A *Street Excavation Permit* will be required from the Community Development Department prior to any construction within the right-of-way. The permit fee will be waived for this project.

GENERAL REQUIREMENTS

A. Site Conditions

The Contractor shall promptly, and before such conditions are disturbed, notify the General Services Director or its authorized representative of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated on the approved plans;
2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the approved plans, or;
3. Encounters with a utility, whether damaged or simply unearthed or should that utility be improperly located or missing on the plans or should that utility be found in an unusual or deteriorated condition.

B. Control of the Work

1. Responsibility of Contractor: The Contractor is responsible for the construction of all improvements as shown on the drawings provided and stated in the Technical Specifications; the Contractor shall employ a competent construction manager or management team capable of establishing and maintaining all horizontal and vertical layout control, bench marks and structure location to insure that all improvements will conform to the location, lines, levels, and grades as indicated on the drawings. Should site conditions so warrant, modifications to the plans shall be approved by the appropriate City Department prior to commencement of work.
2. Compliance to Requirements: the Contractor shall provide the City Inspectors safe access to the work area, proposed herein, for the purpose of ascertaining that the work is in accordance with specified requirements, even to the extent of uncovering or taking down portions of finished work.

B37-08
2008 COLD PLANE/OVERLAY PROJECT

TECHNICAL SPECIFICATIONS

1. All work under this contract shall conform to the New Hampshire Department of Transportation “*Standard Specifications for Road and Bridge Construction*”, as amended to date and City of Concord Construction Standards. If a conflict is found between them, the Technical Specifications contained herein shall rule.
2. The City reserves the right to reduce or expand the limits of work (bid quantities) in order to comply with the budgetary authorization by City Council.
3. The Contractor to proceed and will complete the work on or before **November 14, 2008**.
4. Maintenance of Traffic (Item #619.1) shall include furnishing, erecting, and maintaining all temporary construction signs, cones, etc. necessary for the completion of the construction activities. Operation signs and warning devices shall be provided in sufficient type, quantity and placement configuration to meet the standards of the Manual of Uniform Traffic Control Devices. The Contractor shall submit a traffic control plan to the General Services Department for review and approval prior to the start of work on any given roadway. The Contractor is responsible for maintaining regulatory road signs and placing temporary stop bars on the base pavement. Permanent pavement markings on finish pavement will be done by the City.
5. Contractor shall provide a list of equipment to be utilized on the project, along with a minimum of three (3) references of projects involving similar scope of work. This information shall be submitted with the bid.

ITEM 304.32 - CRUSHED GRAVEL FOR SHOULDERS

MATERIALS AND PLACEMENT

The required gradation of crushed gravel for shoulders shall be the following:

At least 50 percent of the material retained on the one inch sieve shall have a fractured face.

Sieve Size	Percent by Weight Passing
1 inch	100
No. 4	30-55
No. 200	0-15

- a. Placement: Crushed gravel used for shoulders shall be spread uniformly along the area adjoining the edge of pavement to the depth necessary to provide a smooth transition to the existing ground.
- b. Compaction: The crushed gravel shall be compacted with an approved pneumatic-tired roller. Several passes will be required to achieve the minimum density of 95 percent of the maximum density determined in accordance to AASHTO T180 Modified Proctor Density.

MEASUREMENT AND PAYMENT

Crushed gravel for shoulders shall be measured by the cubic yard as placed and compacted at areas shown on the plans or as directed.

Crushed Gravel will be measured by converting tons to cubic yards - (one ton = 0.67 CY compacted). This factor may be adjusted by lab analysis.

The accepted quantity of crushed gravel for shoulders will be paid for at the contract unit price per cubic yard complete in place.

Recycled ground asphalt may be provided by the City as substitution for crushed gravel. Loading and trucking of recycled asphalt supplied by the City will be the Contractors responsibility. The City may supplement trucking of recycled asphalt at its discretion.

Recycled ground asphalt will be measured by converting tons to cubic yards - (one ton = 0.60 CY compacted). This factor may be adjusted by lab analysis.

The accepted quantity of recycled ground asphalt for shoulders will be paid for at the price per cubic yard complete for crushed gravel minus the agreed deduction.

PAY ITEMS AND UNITS

304.32	Crushed Gravel (or substitute)	Cubic Yard
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ITEMS 403 - HOT BITUMINOUS PAVEMENTS

MATERIALS AND PLACEMENT

1. Base Course:
 - a. Base Course Material: Base course material shall conform to the composition of mixtures in Section 401 of the NHDOT Standard Specifications .
 - b. Placement of Base Course: Placement of the base course shall be in close conformity with the lines and grades, thickness and typical cross-section as shown.
2. Wearing Course:
 - a. Wearing Course Materials: Wearing course material shall conform to the composition in Section 401 of the NHDOT Standard Specifications..
 - b. Placement of Wearing Course: Placement of the wearing course shall be in close conformity with the lines and finish grading. It shall be applied on the previously placed based course.
3. Environmental conditions: Pavement shall be placed only when the underlying surface is swept clean, dry, frost free and the surface temperature is 50 degrees Fahrenheit and rising.
4. Thickness of pavement: Unless otherwise directed the thickness of the base course shall be two (2) inch and the wearing course shall be one (1 ½) inch of compacted thickness after rolling. A shim course, when specified will normally be between half (½) and one (1) inch.
5. Removal of Unsatisfactory Material: If any imperfect places are found in the wearing course, the Contractor shall remove the unsatisfactory material and replace it with satisfactory material after coating the exposed edges with suitable bituminous emulsion. The limits and method of repair will be determined by the City.
6. Requirements for Paving up to Driveways: The Contractor shall extend all pavement overlays into existing drives as directed by the City. The existing driveway shall be trimmed so that the pavement shall meet the existing grade of the driveway.
7. Specifications of Sections 401 and 403 of NHDOT “*Standard Specifications for Road and Bridge Repair*” apply.

MEASUREMENT AND PAYMENT

Hot bituminous pavement will be measured by the ton based on certified plant weight slips.

Bituminous pavement found to be unacceptable shall be removed and will not be included in the pay tonnage.

PAY ITEMS AND UNITS

403.11	Hot Bituminous Pavement-Machine Method-wear course
Ton	
403.12	Hot Bituminous Pavement-Machine Method-shim course
Ton	
403.13	Hot Bituminous Pavement-Hand Method
Ton	

ITEM 410.2 - TACK COAT EMULSION

MATERIALS AND PLACEMENT

This work shall consist of applying a tack coat of bituminous emulsion to the cold planed surface immediately before application of the shim course of bituminous pavement as well as before wearing course is placed.

Bituminous material conforming to AASHTO M 140 or M 208 shall be applied evenly at a rate of 0.025 gallons per square yard of cold planed surface.

The surface shall be reasonably smooth and uniform and cleaned free of debris and other materials prior to application. Unstable corrugated areas shall be removed and replaced with suitable patching material. The edges of existing pavements which are to be adjacent to new pavement shall be cleaned to permit the adhesion of bituminous materials.

Bituminous material shall be uniformly applied with an approved applicator. The tack coat shall be applied in such a manner to offer the least inconvenience to traffic and permit one-way traffic without pickup or tracking of bituminous material.

MEASUREMENT AND PAYMENT

Bituminous material will be measured by the gallon applied complete in place.

Patching, if required will be paid at the contract unit price in 403.13.

PAY ITEM AND UNITS

410.22	Bituminous Surface Treatment (Tack Coat)	Gallon
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ITEM 417 - COLD PLANING OF BITUMINOUS SURFACES

DESCRIPTION

This work shall consist of the removal of existing bituminous pavement by planing or milling type equipment to one and one half (1 ½) inches to four (4) inches depth or the depth and grade ordered.

Equipment used for planing of bituminous surfaces shall be a power-operated rotary planing or milling machine capable of uniformly removing the existing bituminous surfaces.

CONSTRUCTION REQUIREMENTS

The existing bituminous surface shall be removed by a planing or milling machine capable of removing, in one or more passes, bituminous material to the depth specified. The equipment shall be capable of accurately establishing profile grades by an automatic grade control system referencing from either the existing pavement or from an established independent grade line.

The equipment shall have an effective means for controlling dust.

Material removed during this operation shall become the property of the Contractor. The City may provide a site for disposal of this excess material, which would then become the property of the City upon delivery. The City may use its own trucks to utilize some of the cold planed material, after arrangements have been made with the Contractor.

MEASUREMENT AND PAYMENT

Cold planing of bituminous surfaces as shown on the plans or ordered will be measured by the square yard as determined by the actual surface measurements of the lengths and widths of the bituminous areas removed. The accepted quantities of cold planing of bituminous surfaces, to the nominal depth specified will be paid for at the contract unit price per square yard. If the planer goes through to the gravel base the Contractor will be responsible for patching the area by removing 2" of gravel and putting in 2" of base pavement and will be paid for the bituminous pavement by the Hot Bituminous Hand method per ton unit price. The Contractor will be paid for the preparation of the patch under the Bituminous Sidewalk square yard unit price.

PAY ITEMS AND UNITS

417	Cold Planing Bituminous Surfaces	Square Yard.
403.13	Hot Bituminous Pavement-Hand Method	Ton
608.13	Bituminous Sidewalks	Square Yard

ITEM 604 - ADJUST MANHOLE/CATCH BASINS AND FRAMES

MATERIALS AND PLACEMENT

Structures within the limits of pavement reclamation shall have the frames and grates or covers removed or lowered below the bottom of the intended base course of bituminous pavement. Before any demolition begins on any sewer manhole a net or plywood will be placed on the shelf of the manhole to prevent any debris from entering the sewer line.

After the base (or shim) course has been compacted, these structures shall be set in accordance with City Construction Standards to their final grade. Backfill necessary around the structure shall be made with $\frac{3}{4}$ " stone and the top of stone will be a minimum of 3" below finish pavement to allow for 3" of pavement around the frame.

Upon completion each structure shall be cleaned of silt, debris, or any other material of any kind and kept clean until final acceptance of the work. Build up of silt, debris or any other material in adjacent piping shall be removed before final acceptance. Note: All Catch Basins and Manholes, within the project limits, have been cleaned prior to construction.

NOTE: Prior to removal of masonry material, plywood sections will be placed over the table in the manhole to protect the invert from debris, also special care should be taken when removing material so minimal masonry work will be needed to bring structure to final grade. OSHA Confined Space requirements will be followed when entering any manhole structure.

MEASUREMENT AND PAYMENT

The accepted quantities of grates and frames or manhole covers and frames adjusted will be paid for at the contract unit price each complete in place. Payment for each unit includes 2 coarse of brick, extra brickwork will be paid per coarse. ie: 1 coarse of brick equals $\frac{1}{4}$ structure.

PAY ITEMS AND UNITS

604.45	Adjust Catch Basins and Frames	Each
604.55	Adjust Manhole Covers and Frames	Each

ITEM 608 - SIDEWALKS

MATERIALS AND PLACEMENT

This work shall consist of constructing new or replacing deteriorated sidewalks as ordered and shown on the plans within the work area with hot bituminous pavement sidewalks. Replacement includes removal of deteriorated walks, use base material supplied by the City and place base material and pave the new sidewalk in two 1" lifts. New sidewalks will consist of grubbing out any loam or objectionable material to 8" below finish grade for bituminous and 10" below finish grade for concrete and placing 6" of reclaimed asphalt from the Ft. Eddy storage site, compacting the reclaim and placing either 2" bituminous pavement or 4" of reinforced concrete as directed.

Base material shall be reclaimed asphalt from the Ft. Eddy materials storage site. Base construction shall be in accordance with City of Concord Construction Standards or as ordered. The sub-grade shall be carefully graded and compacted. The base course material shall be spread and rolled to a smooth surface to the required cross-section.

The plant, mixing methods, and hauling of bituminous material shall be in accordance with NHDOT *Standard Specifications for Road and Bridge Construction* Section 401. The material shall be within the master ranges specified in Table 1 of Section 608.

The compacted binder course shall be one inch less than the total thickness of the sidewalk and the compacted wearing course shall be one inch in thickness.

The bituminous pavement shall be spread uniformly in two courses as specified above. Each course shall be rolled with a roller weighing between 500 and 2000 pounds. The finished surface shall be uniform in appearance, free from irregularities, and present a smooth surface. The edges shall be trimmed as directed. The edges of the sidewalk shall be immediately backfilled as necessary with suitable material, compacted, and finished flush with the top of the sidewalk.

Concrete tip downs for handicap access will be required on all sidewalks when they intersect with a cross street. Concrete tip downs or concrete sidewalks will be 4" thick reinforced concrete 3000 pound mix exposed aggregate finish as per City of Concord Construction Standards, revised 2004 edition. All sub grade and base preparation will be the same as for Bituminous sidewalks. All tip downs and concrete sidewalks will receive a protective coating of Silane-Siloxane as per NHDOT *Standard Specifications for Road and Bridge Construction* Section 608.

ITEM 608 – SIDEWALKS (CONTINUED)

MEASUREMENT AND PAYMENT

Bituminous and concrete sidewalks shall be measured by the square yard, complete and in place, of finished surface to the nearest Square Yard. Exposed Aggregate concrete tip downs will be paid by Square Yard installed. Any excavation and removal of existing pavement grubbing or objectionable material to get to sub grade is subsidiary to this item.

Base course material shall be subsidiary and will be supplied by the City from their Ft. Eddy Rd. material storage site. The contractor will be responsible for loading and trucking the material to the site. Areas of curb will not be included in measurement for payment

Protective coating will not be measured and is subsidiary to the concrete tip down and concrete walks.

PAY ITEMS AND UNITS

608.1	New Bituminous Sidewalks	Square Yard
608.13	Bituminous Sidewalks	Square Yard
608.2	New Concrete Sidewalks	Square Yard
608.33	Concrete Tip Down Sidewalks	Square Yard

ITEM 609.02 – CURVED GRANITE CURB

MATERIALS AND PLACEMENT

This item is intended for use at road intersections where pedestrian handicap concrete tip downs are required.

The contractor is encouraged to use existing granite radius curb or corner nosing stones to maintain the character of the neighborhood.

The radius curb is normally set flush to the gutter line at a crosswalk which will require greater depth of burial.

PAY ITEM AND UNITS

609.02	Curved Granite Curb Linear Foot
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ITEM 609.5 - RESET GRANITE CURB

MATERIALS AND PLACEMENT

This work shall consist of removing identified sections of curbing, excavating and removing unsuitable base material, replacing and compacting base material to a firm even surface and replacing curbing to match grade specified or continue grade line of surrounding curbing. New granite curbing for use in specified sections may be substituted by the City for setting under this item.

The contractor is responsible for and shall replace any curb damaged or lost due to his negligence.

Backfilling shall be accomplished immediately after curb is reset and jointed. Backfill is incidental to this work.

All work described herein is the responsibility of the contractor. Repairing of any grass areas and cleanup will be incidental to this work.

MEASUREMENT AND PAYMENT

Curb shall be measured by the linear foot to the nearest 0.1 linear foot end to end along the lower edge of the exposed face.

The ordered quantities will be paid for at the contract unit price, complete and in place. New or replacement curbing material substituted by the City required will be provided and installed at the unit price

Base material and backfilling, except bituminous material are considered subsidiary. Bituminous material will be paid under Item 403.

PAY ITEMS AND UNITS

609.5	Reset Granite Curb	Linear Foot
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ITEM 618 - FLAGGERS

SCOPE

This work shall consist of furnishing fully equipped certified flag persons when needed and with the approval of the engineer.

REQUIREMENTS

Flag persons shall be clothed in a suitable and characteristic form that will readily distinguish them from other employees. They shall be attired with hard hats and blaze orange vests with or without white stripes.

Flag persons shall possess the following qualifications: at least average intelligence and alertness, good sight and hearing, courteous but firm manner, neat and presentable appearance, and a sense of responsibility. They shall have been trained by an employee of the contractor that has been certified as a trainer of flaggers or have taken an approved flagging course. They shall have been given specific instructions from the Contractor as to their duties, both to the public and to their co-workers on the site. They shall handle the movement of public traffic in a reasonable manner so as to expedite that movement.

MEASUREMENT AND PAYMENT

Work performed under this item shall be paid for the actual number of hours of traffic control performed as verified by payroll receipts.

Contractor must submit number of hours of all flaggers, including subcontractors on a daily basis, but no later than weekly. This will be verified with the on-site inspector and signed off by the contractor. The intent of this is to expedite the payment requisition process by having all flagger hours accounted for before the payment requisition is submitted.

PAY ITEMS AND UNITS

618.7	Flaggers	Hour
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ITEM 619 - MAINTENANCE OF TRAFFIC

SCOPE

This work shall consist of providing and maintaining safe and passable traffic accommodations for public travel, preventing dust nuisance, furnishing, erecting and maintaining construction signs, barricades, delineator lights, flashers and other warning devices as shown on the plans or as required by the General Services Director. All traffic control devices used on street and highway construction, maintenance, utility or incidental management operations shall conform to the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

The Contractor will also be responsible for all temporary stop bars to be placed after the shim and wearing pavement has been placed at all stop signs and maintained until the City can paint the permanent pavement markings after the wearing course. The Contractor will also be responsible for the placement of reflective pavement markers RPM's on the centerline at 50 foot intervals or as directed. The Contractor will also be responsible for maintaining all regulatory road signs. All permanent pavement markings will be installed by the City after wearing course application.

CONSTRUCTION REQUIREMENTS

Whenever the street or highway is open to public traffic throughout any part of the improvement project, the Contractor shall provide and maintain a sufficient surface for at least one lane of traffic at a minimum of 12 feet in width controlled by the use of flag persons, 2-way radios or pilot vehicles. Submission of a **Maintenance of Traffic Plan** to the General Services Director will be required should a detour be anticipated, and work shall not commence until approved.

Construction materials or equipment shall not be left within the public right-of-way during work suspensions.

All construction signs, barricades and warning devices shall be installed prior to the commencement of work activities and shall be free of chipping or damage that may render the device unsatisfactory or detract from reflectivity. All construction signs as shown on the plans or as ordered by the General Services Director shall be erected on posts, barricades or easels so that all text is horizontal. Signs on easels or barricades shall not be tilted more than 30 degrees from the vertical. At any time during the life of the project, at the discretion of the General Services Director, any sign, barricade or warning device that is damaged, disfigured or found to be in unserviceable condition shall be required to be replaced at the cost of the Contractor.

Barricades and delineators shall be placed wherever necessary for the protection of

public travel. Such hazards as pits and open trenches, drop-offs, exceptionally rough stretches of the traveled way and all obstructions shall be barricaded in an acceptable manner.

MINIMUM SIGN PACKAGE REQUIREMENTS

<u>NUMBER OF SIGNS</u> <u>DESIGNATION</u>	<u>TYPE OF SIGN</u>	<u>MUTCD</u>
2	Road Work Ahead	W20-1
2	One Lane Road Ahead	W20-4
2	Advance Flagger (Symbol)	W20-7a
2	End Road Work	G20-2
20 (or as required)	18” Traffic Cones 28” Cones for Night Use	Part 6, 6C-3

MEASUREMENT AND PAYMENT

Maintenance of traffic including construction signs and warning devices shall be measured as a unit. All temporary stop bars and RPM placement shall be subsidiary to this item.

PAY ITEMS AND UNITS

619.1 Maintenance of Traffic Unit (Lump Sum)

ITEM 692 - MOBILIZATION

DESCRIPTION

This item shall consist of preparatory work and clean-up operations, including but not limited to, those necessary to the movement of personnel, equipment, supplies, and incidentals to and from the site of the work; and for all other work and operations which must be performed or for costs that may be incurred prior to beginning and after completion of the various work items.

MEASUREMENT AND PAYMENT

1. This item will be measured as a unit.
2. Partial payments will be paid when invoiced as follows:
 - (a) When 5 percent of the contract has been earned, the lesser of 25 percent of item amount or 2½ percent of original contract amount.
 - (b) When 10 percent of the contract has been earned, the lesser of 50 percent of item amount or 5 percent of the original contract amount.
 - (c) When 25 percent of the contract has been earned, the lesser of 60 percent of item amount or 6 percent of the original contract amount.
 - (d) When 50 percent of the contract has been earned, the lesser of 100 percent of item amount or 10 percent of original contract amount.
 - (e) Upon completion of all work, any part of the item amount in excess of 10 percent of the original contract price.
3. The total sum of all payments will not exceed the original contract amount bid for this item under any circumstances.

PAY ITEM AND UNITS

692	Mobilization	Unit (<u>L</u> ump <u>S</u> um)
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ITEM 800 – ADJUST WATER GATE VALVE BOXES/CURB STOPS

MATERIALS AND PLACEMENT

Gate valve boxes and curb stops within the limits of pavement coldplaning shall be lowered below the bottom of the intended shim course of bituminous pavement. ½” plywood covers or equivalent shall be used to keep dirt and debris out of the gate boxes and curb stops so we can maintain access in case of an emergency.

After the shim course has been compacted, these gate boxes and curb stops shall be set in accordance with City Construction Standards to their final grade of ¼” below proposed finish pavement. Backfill necessary around these structures shall be made with flowable fill unless otherwise ordered.

Upon completion each gate box and curb stop shall be cleaned of silt, debris or any other material of any kind and kept clean until final acceptance of the work.

MEASUREMENT AND PAYMENT

The accepted quantities of gate valve boxes and curb stops adjusted will be paid for at the contract unit price each complete in place.

PAY ITEMS AND UNITS

801	Adjust gate valve boxes	Each
802	Adjust water curb stops	Each