

B63-09

City of Concord, New Hampshire

Purchasing Department

SCHOOL STREET RETAINING WALL PROJECT

Prepared for, and in coordination with the

**COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING SERVICES DIVISION**

Contract Documents
Bid Documents
Specifications

Firm: Vanasse Hangen Brustlin, Inc.
6 Bedford Farms Drive, Suite 607
Bedford, NH 03110

Bid Due Date/Time: July 15, 2009, Not Later Than 2:00 PM
Mandatory Pre-Bid Meeting: June 30, 2009 at 11:00 AM



City of Concord, New Hampshire

PURCHASING DIVISION

CITY HALL 41 GREEN STREET
CONCORD, NH 03301
603-225-8530 FAX: 603-230-3656
www.onconcord.com

INVITATION FOR BIDS

The Purchasing Division, 1st Floor, City Hall, 41 Green Street, Concord, New Hampshire 03301, will receive sealed Bids for “B63-09, School Street Retaining Wall Project” until **2:00 PM on July 15, 2009** at which time and place they will be opened and publicly read. The sealed envelope should be plainly marked:

“B63-09, “SCHOOL STREET RETAINING WALL PROJECT”

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

Complete copies of B63-09 may be obtained from the Purchasing Division, City Hall, 41 Green Street, Concord, NH 03301 (603) 225-8530, for a non-refundable \$35.00 fee plus a non-refundable \$10.00 fee if you wish to have them mailed.

A **Mandatory** pre-bid informational meeting will be held at **11:00 AM on June 30, 2009** at the City of Concord, City Hall, 2nd Floor Conference Room, 41 Green Street, Concord, NH 03301.

Each bid shall be accompanied by a certified check, cash, check drawn by a New Hampshire bank, or bid bond for and subject to conditions provided in the Instructions to Bidders. 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 amount.

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**.

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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 Engineer. 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 24-month guarantee period. This retainage shall be held in a non-interest bearing account.

Liquidated Damages: In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract on or before the date of completion as described by the Contract Documents, the City shall deduct from the payments due the Contractor each month, the sum of **Five Hundred Dollars (\$500.00) 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.

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.

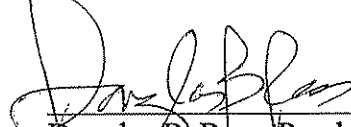
Failure to submit all information as detailed on the Bid Submission Checklist and/or submission of an unbalanced bid are sufficient reasons to declare a bid as non-responsive and subject to disqualification.

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

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@onconcord.com www.onconcord.com/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummary.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	mweaver@cdcnews.com www.cdcnews.com

APPROVED:



 Douglas B. Ross, Purchasing Manager
 Date: 6/12/09

Bid Due Date/Time: July 15, 2009 not later than 2:00 PM
Mandatory Pre-Bid Meeting: June 30, 2009 at 11:00 AM

PROSECUTION OF WORK

Project Name: B63-09, School Street Retaining Wall Project”

Description of Work to be Performed

Remove and replace 90-foot masonry retaining wall with a prefabricated modular gravity wall system. Black decorative railing will be cored into top of wall.

Construction will disrupt the following which will be replaced in kind: 5-foot bituminous concrete sidewalk, 2-foot grass strip, granite curbing, timber porch stairs and railing at 87 School Street. Landscaping elements will performed by others.

UTILITIES

There are gas, sewer and water lines and aerial utilities and a utility pole in the vicinity of the Retaining Wall. The Contractor’s attention is called to the fact that there is at least one sewer line which crosses below the retaining wall. There is a 7” PVC sewer riser on the property of 87 School Street which is to be protected and maintained. The Contractor’s attention is called to the fact that there is a lawn sprinkler system on the 81 School Street property.

RIGHT-OF-WAY

The Contractor shall perform all work within the existing Right-of-Way or Construction Easements obtained by the City of Concord. No work outside the City Right-of-Way shall begin until the Engineer has received clearance from the City that these easements are in place.

MAINTAINING ACCESS TO ABUTTING PROPERTY

The Contractor’s attention is called to the fact that the retaining wall project abuts two private properties. The porch stairs of 87 School Street are set on the existing retaining wall. The Contractor shall coordinate with the property owner at least 24 hours prior to taking the porch access out of service.

MAINTENANCE OF TRAFFIC

The School Street block between Huntington Street and Rumford Street may be closed for a maximum period of two weeks for wall construction and paving the base course of School Street. The Contractor shall submit a detour plan for approval one week prior to the start of construction. Traffic may not be detoured onto Huntington Street or Short Street.

GRADES OF TOP OF WALL, SIDEWALK AND RAIL

The Contractor shall survey the existing grades of School Street, the curb, the sidewalk and ends of existing wall. The sidewalk and top of wall may be

reconstructed in tangents to facilitate the field-cutting of the top of wall and top block placement as well as fabrication of the decorative rail. Working drawings for the Retaining Wall and Decorative Rail must indicate the existing grades and the proposed grades for the top of wall.

EXCAVATIONS

The Contractor's attention is directed to the foundation of 87 School Street and the foundation extension that abuts the Retaining Wall to be replaced. Excavation support shall be provided as necessary to protect the building foundation and its extension and shall be designed and detailed in accordance with the provisions of Section 503 Cofferdams.

SALVAGE OF EXISTING MATERIALS

The tops stones of the existing retaining wall shall be salvaged to the City of Concord. The Contractor shall coordinate with the Engineer and deliver the salvaged material to the Public Works Building or other location within the City limits as directed by the Engineer.

COLD PLANING AND PAVING

Full depth pavement, crushed stone and gravel as shown on the Plans shall extend under the area of School Street disturbed by the excavation for the Retaining Wall. If additional area of School Street is disturbed, it shall be reconstructed with full depth pavement, crushed stone and gravel as shown on the Plans at the Contractor's expense. School Street shall be cold planed prior to placement of top course of pavement in Spring 2009. Top pavement course shall match the cross slopes and profile grade of the existing School Street pavement.

WORK HOURS

High noise machinery such as excavation equipment, saws or coring drills shall not be used prior to 7:00 AM or after 7:00 PM unless specifically permitted by the Engineer. The Contractor may be permitted to work on the weekends with prior approval from the City Engineer, if needed to meet the schedule deadline.

WORK BY OTHERS

Prior to the commencement of the Retaining Wall construction, the 81 School Street planting bed within the construction easement adjacent to the wall will be transplanted by others. After Retaining Wall construction is complete, the planting bed shall be restored and three trees will be planted in the grass strip by others.

SCHEDULE OF WORK

A pre-construction conference will be coordinated by the Engineering Department. The School Street block between Huntington Street and Rumford Street may be closed for a maximum of 14 continuous calendar days. Substantial completion of work is all the work specified in the Plans and Specifications with the exception of the final top course of pavement and the installation of decorative railing. Failure to meet substantial completion of work within fourteen calendar days will cause the

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Contractor to incur Liquidated Damages as specified in this document. Decorative railing may require a lead time greater than that of the Retaining Wall. If so, the Decorative Railing shall be scheduled for installation as soon as possible. The top pavement course will be installed in the Spring of 2009. Portable concrete barrier or other approved temporary rail system shall be installed until the permanent decorative railing is installed. Cost of the temporary rail system shall be subsidiary to Item 1008 Decorative Rail.

The work will be completed within **fourteen (14) calendar days** after commencement, but not later than **August 21, 2009**.