

**B11-12**

City of Concord, New Hampshire

Purchasing Division

**Old Suncook Road Landfill Fence Construction**

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT  
ADMINISTRATION DIVISION**

Contract  
Bid Documents  
Specifications

Firm: \_\_\_\_\_

**Bid Due Date/Time: September 29, 2011 Not Later Than 2:00 PM**  
**Mandatory Pre-Bid Meeting: September 13, 2011 at 10:00 AM**

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**CITY OF CONCORD, NEW HAMPSHIRE  
PURCHASING DIVISION  
COMBINED OPERATIONS & MAINTENANCE FACILITY  
311 NORTH STATE STREET  
CONCORD, NH 03301  
(603) 230-3664 FAX: (603) 230-3656  
[www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing)**

**INVITATION FOR BIDS**

The Purchasing Division, located at the Combined Operations & Maintenance Facility, 311 North State Street, Concord, New Hampshire 03301, will receive sealed Bids for **“B11-12, Old Suncook Road Landfill Fence Construction”** until 2:00 PM on **September 29, 2011** at which time and place they will be opened and publicly read. The sealed envelope should be plainly marked:

**“B11-12, Old Suncook Road Landfill Fence Construction”**

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

Plans and specifications may be obtained from the Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603) 225-8530 or on-line at [www.concordnh.gov/Purchasing](http://www.concordnh.gov/Purchasing).

Plans and specifications may be viewed at the offices of:

- (1) City of Concord Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301
- (2) CMA Engineers, Inc., 35 Bow Street, Portsmouth, NH, 03801
- (3) CMA Engineers, Inc., 55 South Commercial Street, Manchester, NH 03101
- (4) See below.

A **mandatory** pre-bid informational meeting will be held at 10:00 am on **September 13, 2011** at the City of Concord, Combined Operations & Maintenance Facility, 311 North State 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 Instruction 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 bid submitted.

Progress Payments: None

Retainage: The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

1. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.
2. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
3. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, during the one (1) year warranty period and released only after the City has accepted the project. The one (1) year warranty period shall commence with final completion by the Contractor and acceptance by the City.

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, 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.

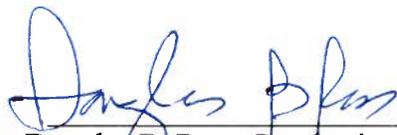
**Failure to submit all information as detailed on the Bid Submission Checklist and/or submission of an unbalanced bid are sufficient reasons to declare a bid as non-responsive and subject to disqualification.**

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)	<a href="mailto:purchasing@concordnh.gov">purchasing@concordnh.gov</a> <a href="http://www.concordnh.gov/purchasing">www.concordnh.gov/purchasing</a>
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	<a href="mailto:plansroom@agcnh.org">plansroom@agcnh.org</a> <a href="http://nh.agc.org">http://nh.agc.org</a>
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	<a href="mailto:info@constructionsummary.com">info@constructionsummary.com</a> <a href="http://www.constructionsummary.com">www.constructionsummary.com</a>
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	<a href="mailto:bids@bidocean.com">bids@bidocean.com</a> <a href="http://www.bidocean.com">www.bidocean.com</a>
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	<a href="mailto:Priscilla_littlefield@mcgraw-hill.com">Priscilla_littlefield@mcgraw-hill.com</a> <a href="http://www.construction.com">www.construction.com</a>
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)	<a href="mailto:mweaver@cdcnews.com">mweaver@cdcnews.com</a> <a href="http://www.cdcnews.com">www.cdcnews.com</a>

APPROVED:

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross, Purchasing Manager

Date: 9/11/11

**Bid Due Date/Time: September 29, 2011 not later than 2:00 PM**  
**Mandatory Pre-Bid Meeting: September 13, 2011 at 10:00 AM**

## **INSTRUCTIONS TO BIDDERS:**

Project Name: “**B11-12, Old Suncook Road Landfill Fence Construction**”

### 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 to:

Doug Ross, Purchasing Manager  
Combined Operations & Maintenance Facility  
311 North State Street  
Concord, NH 03301  
(603) 230-3664  
(603) 230-3656 (Fax)  
dross@concordnh.gov

### 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 BOND REQUIREMENTS:**

Security required must 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, a 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 must be submitted on the forms provided and must be signed by the bidder or authorized representative. The person signing the bid is to initial any corrections to entries made on bid forms. Prices quoted in this request shall remain open for acceptance for a period of SIXTY (60) calendar days after the date and time for the opening of bids.

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) PROGRESS PAYMENTS, RETAINAGE AND LIQUIDATED DAMAGES:

See General Terms and Conditions

12) CONTRACTS, BONDS, INSURANCE:

The successful bidder shall enter into a written contract with the City of Concord within the time specified by the proposal. A performance bond and a separate payment bond in the amount of 100 percent (100%) of the contract price shall be furnished at the time of signing the formal Agreement. The CONTRACTOR shall secure and maintain the insurance policies required by **B11-12**.

13) 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. The CONTRACTOR may be assessed the additional expense for inspection work during overtime or weekend hours should these hours be solely at the convenience of the CONTRACTOR.

14) 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.

15) ASSIGNMENT OR SUBCONTRACTING:

See General Terms and Conditions

16) 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.

17) PROVISION REQUIRED BY LAW DEEMED INSERTED:

See General Terms and Conditions

18) 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.

19) 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 subcontractor's, 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.

**20) 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.

**21) 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.

**22) THE GENERAL SERVICES DIVISION TO DECIDE:**

The General Services Director (DIRECTOR) or his designee 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 or his designee. The CONTRACTOR shall vie his attention constantly to the faithful prosecution of the work, and shall keep the same under his personal control.

**23) TIME AND MANNER OF DOING THE WORK:**

Before any work is begun, the CONTRACTOR shall discuss fully with the DIRECTOR, or his designee, the order and manner of doing the work and the operating procedure shall at all items comply with the requirements of DIRECTOR, or his designee. 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.

**24) 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, or his designee, 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.

**25) 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, ordinances, regulations, orders or decrees, he shall forthwith report the same to the DIRECTOR, or his designee, in writing. He shall at all times himself observe and comply with and 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 SUB-CONTRACTORS.

**26) 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, utility 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.

**27) 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 he 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 OWNER's adjacent to the work will be at a minimum. All property OWNER's shall be notified in advance if access to their property is to be temporarily interrupted in case of any hardship resulting there-from; the CONTRACTOR shall make suitable arrangements with the property OWNER to the satisfaction of the DIRECTOR, or his designee.

28) 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 caused by his operations to any street, highway or existing structure either above or below ground surface.

29) 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 CONTRACTOR'S and the CONTRACTOR shall comply with all such rules and regulations.

30) 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 all 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, or his designee, to be in the work area.

31) 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 therefore. Other CONTRACTOR'S of the Community Development Department, federal, state and city officials and LANDOWNER'S 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 CONTRACTOR'S of the Community Development Department, state or LANDOWNER'S in regard to their work as determined by the Community Development Department.

32) SITE MANAGEMENT, 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 OWNER'S.

33) LINES AND GRADES:

The CONTRACTOR shall keep the DIRECTOR, or his designee, 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, or his designee, 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, or his designee, shall determine to be necessary during the execution of the work.

34) ALL WORK TO BE INSPECTED:

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

35) CLEANING UP OR RESTORATION WORK:

The CONTRACTOR shall at all times 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.

36) EMERGENCY REPAIRS, ETC.:

If, in the opinion of the ENGINEER, 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, or his designee, 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 and 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, or his designee, 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.

37) ACT OR FAILURE TO ACT ON PART OF THE CITY 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 his designee, or any questions as to the adequacy of the notice by the DIRECTOR, or his designee, 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.

38) OSHA REGULATIONS:

The CONTRACTOR shall follow and shall maintain all safety standards as prescribed by OSHA without exception. The DIRECTOR, or his designee, 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.

39) 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, worker's compensation and other types of coverage in accordance with the enclosed sheet entitled "Insurance Requirements for all Contractors".

40) TECHNICAL SPECIFICATIONS: As per the attached.

## 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.

When samples are required, they 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 Invitation for Bids, 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 Invitation for Bids. 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 that do not conform 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:** None.

**Retainage:** The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

4. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.
5. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
6. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with

specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, during the one (1) year warranty period and released only after the City has accepted the project. The one (1) year warranty period shall commence with final completion by the Contractor and acceptance by the City.

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, financial records and other records pertaining to purchases made and/or work performed 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

The City's Code of Ordinances can be viewed on-line at [www.concordnh.gov](http://www.concordnh.gov).

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.

### 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.

### 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, the City shall deduct from the payments due the CONTRACTOR each month, the sum of **five hundred dollars (\$500) 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.

### 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](http://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).

### ELECTION DAY CONSTRUCTION POLICY

All City contracts that entail any element of construction in the public right of way shall prohibit work during the hours in which Concord is holding a primary, general or special election as determined by the Concord City Clerk.

DEFINITIONS:

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

Bidders shall also mean vendors, offerers, 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.*

## SCOPE OF WORK

Project Name: **“B11-12, Old Suncook Road Landfill Fence Construction”**

## SCOPE OF WORK

### PART 1 - GENERAL

#### 1.01 DESCRIPTION OF WORK

- A. The project consists of the installation of approximately 3,000 linear feet of 8-foot security fence and a 30-foot wide double swing security vehicle gate, at the location shown on the Construction Drawings.
- B. The project also requires clearing and grubbing of trees and brush to access area for fence installation and maintenance by the Owner. It is anticipated that a minimum width of 10 feet of clearing will be required to complete the work.
- C. Contractor shall coordinate with the City of Concord General Services Department and City Surveyor regarding final location of proposed fence.
- D. Attention shall be directed to the balance of these Contract Documents for more specific information of the work to be performed. All construction and materials will be specified in detail on the drawings and specifications hereinafter.

#### 1.02 PROJECT SCHEDULE

- A. **Contract Time.** Upon execution of the contract(s), the Contractor shall proceed with the preparation and submittal of shop drawings and his/her tentative construction schedule. Upon approval of shop Drawings, Contractor shall order all necessary materials and establish a mutually agreed upon construction start date.
- B. The Owner will issue a written "NOTICE TO PROCEED" which will specify an effective date for the Contractor(s) to begin work at the site. All work for the project must be completed within thirty (30) calendar days of the date specified in the Notice to Proceed.
- C. Contractor shall submit a proposed schedule explaining how they will execute the work. The Contractor shall notify the Owner and Engineer at least 48 hours in advance of the time he/she intends to start work.

1.03 EXAMINATION OF PREMISES

- A. The Contractor shall have examined the premises before submitting their proposal for the work and to have satisfied themselves as to the existing conditions under which they will be obligated to operate or that will in any way affect the work under this Contract. No allowance will be made subsequently in this connection for any error or negligence of the Contractor.

PART 2 – PRODUCTS

2.01 CHAIN LINK FENCE AND GATE

- A. Contractor shall procure and install the 8 foot high chain link security fence and gates as specified in Section 02800 and as shown on the Drawings.

PART 3 – EXECUTION

3.01 STORAGE AND STAGING AREA

- A. The contractor will be able to store vehicles and work related equipment and supplies on the existing landfill site. All construction vehicles will be stored in the staging area when not in use. All equipment booms shall be lowered at the close of each day's work or when stored.
- B. All equipment will be parked in the staging area at the close of work each day and whenever it is not in use. Other areas may be acceptable with the prior approval by the Owner.
- C. The Contractor (and his/her subcontractors) shall provide all necessary temporary fencing and gates to protect materials and equipment from theft. The Owner will not be responsible for any vandalized equipment or material stored on the City property.
- D. Any area occupied by the Contractor shall be maintained in a clean and orderly condition satisfactory to the Owner.
- E. At the completion of the contract, all Contractor's and subcontractor's facilities will be removed promptly in a workmanlike manner and the area left clean and free of all debris or surplus material.
- F. Contractor shall identify intended access locations for clearing and grubbing and fence installation and review with the Owner prior to completing the work.

### 3.02 SITE STABILIZATION

- A. Following installation of the fence, Contractor shall restore disturbed area by grading existing disturbed soil/sand materials to remove uneven areas or ruts, and to permit personnel or all terrain vehicular access around the fence line for inspection and maintenance.

### 3.03 ESTIMATE OF QUANTITIES

- A. The bid item quantities provided are based on the best information available to the Engineer at the time of design. Actual field conditions encountered during construction may affect final quantities needed for completion of the work required by the project.

### 3.04 MEASUREMENT AND PAYEMENT

- A. Each unit and lump sum price stated in the Bid Proposal shall constitute full compensation, as herein specified, for each item of the work completed.
- B. All unit price bid items will be measured to determine final quantities of Work in place after completion of the Work.
- C. ITEM SUMMARY

#### Item Number 1 – General Conditions

MEASUREMENT: This item will be measured as a lump sum unit.

PAYMENT: Payment for General Conditions will be full compensation for all labor, materials, equipment, and administration required to mobilize the Contractor's work force and initiate administrative functions, both on site and off site. In addition, payment shall include full compensation for demobilizing Contractor's equipment, completion of administrative and closeout tasks, and removal of all construction related temporary materials from the site, and furnishing of required bonds.

#### Item Number 2 – Clearing and Grubbing

MEASUREMENT: This item will be measured as a lump sum unit.

PAYMENT: Payment for Clearing and Grubbing will be full compensation for all labor, materials and equipment, required to remove existing trees and brush, grub roots and restore disturbed areas required to install the security fence and gate. Minimum width of clearing shall be 10 feet to accommodate future inspection and maintenance of the fence.

#### Item Number 3 – 8-foot High Security Fence

MEASUREMENT: This item will be measured as the actual in-place linear foot quantity of fence installed.

PAYMENT: Payment for 8-foot High Security Fence will be full compensation for all labor, materials, and equipment required to furnish and install the security fence in full conformance with the Drawings and Specifications. Item shall include installation of all posts, fabric, rails, tension wire and all other items required for a complete fence system.

Item Number 4 – 30-foot Wide Double Leaf Gate

MEASUREMENT: This item will be measured as a lump sum unit.

PAYMENT: Payment for 30-foot Double Swing Gate will be full compensation for all labor, materials, and equipment required to furnish and install the gate in full conformance with the Drawings and Specifications. Item shall include installation of all posts, concrete, rails, rods and tamper resistant latch and all other items required for a complete fence system.

**Notify “DIGSAFE” 1-888-344-7233 prior to any excavation**

SECTION 02221  
CLEARING AND GRUBBING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Clearing and grubbing and removal of existing trees and shrubs, within the limits shown on the Plans or as ordered by the Engineer.

1.02 RELATED REQUIREMENTS

- A. Section 02800: Chain Link Fence.

PART 2 PRODUCTS

- A. Materials - Existing trees, and brush.

PART 3 EXECUTION

3.01 CLEARING

- A. Clearing shall consist of the satisfactory felling and removal of all trees and vegetation (except grass), together with the down timber, snags, brush, and rubbish occurring within the area to be cleared. Trees, other vegetation, stumps, roots, and brush in areas to be cleared shall be cut off flush with or below the original ground surfaces.
- B. Individual trees and groups of trees designated to be left standing by the Engineer within the cleared areas, shall be trimmed of dead branches 1-inch or more in diameter and shall be trimmed of live branches to such heights and in such manner as are indicated on the Plans or directed by the Engineer.
- C. Limbs and branches required to be trimmed shall be neatly cut close to the bole of the tree or to main branches, and all cuts more than 1-inch in diameter thus made shall be painted with an approved tree-wound paint.
- D. Individual trees, groups of trees, and other vegetation to be left standing shall be thoroughly protected from damage incident to construction operations, by the erection of fencing or by such other means as the circumstances require, as approved by the Engineer.

E. Clearing operations shall be conducted so as to prevent damage by falling trees to trees left standing, to existing structures and installations, and to work under construction, so as to provide for the safety of employees and others.

### 3.02 GRUBBING

A. Grubbing shall consist of the removal and disposal of stumps, roots larger than 12 inches in diameter, matted roots, and other organic or metallic debris from within the limits of work to a depth required to remove all such material.

### 3.03 DISPOSAL OF MATERIAL

A. The contractor's attention is particularly directed to the fact that no burning of cleared material or burial of stumps will be allowed under this contract. All stumps and brush from the work shall be removed from the site and shall become the property of the Contractor.

B. Cleared trees shall become the property of the Contractor.

END OF SECTION

SECTION 02800  
CHAIN LINK FENCE AND GATE

PART 1 – GENERAL

1.01 REFERENCES

- A. Examine all Drawings and all other Sections of the Specifications for requirements therein affecting the work of this trade.
- B. Coordinate work with that of all other trades affecting, or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.02 SCOPE

- A. The work of this Section consists of all work as indicated on the Drawings and/or specified herein and includes, but is not limited to, the following:
  - 1. Chain Link Fence and Gate

1.03 RELATED WORK

- A. Examine all Drawings and all other Sections of the Specifications for requirements affecting the work described below.

1.04 SUBMITTALS

- A. Request for Deviations from the Specifications: If any deviations from the specifications are proposed, contractors must include written description and reasons for deviations.
- B. Shop Drawings: Prior to ordering the materials listed below, submit Shop Drawings and/or product literature to Landscape Architect for approval as follows:
  - 1. Coordinated Shop Drawings shall show required sizes, dimensions, sections, profiles of units, the arrangement of and provision for jointing, anchoring, fastening, and supports, and other necessary details for delivery and lifting devices and reception or installation of other work.
  - 2. Do not order materials until Engineer's approval has been obtained.
    - a. Chain link fence and tamper-resistant gate: Shop Drawings and product literature for all components.
- C. Construction and Fabrication of Samples
  - 1. Contractor shall construct and/or fabricate samples for the following items in accordance with approved Shop Drawings:
    - a. Chain link fence: Minimum 3 sections

2. All items shall be complete (in place). The quality of workmanship shall be approved by the Engineer before any permanent construction is started. If the original sample is not approved, the Contractor shall provide additional samples as required, at no increased cost to the Owner, until an approved sample is obtained. The approved sample shall become the standard for the entire job. The samples can be constructed at a location that will become part of the finished work.
  3. Obtain Engineer's acceptance of samples before proceeding with the final work.
  4. If the first samples are not approved, the Contractor shall provide additional samples until an approved sample is obtained for each of the above at no additional charge to the Owner.
  5. If approved, the sample shall become part of the final work.
- D. Contractor shall submit to the Owner a notarized certificate of compliance from the galvanizer with all galvanizing and color galvanizing requirements including ASTM number and weight of coatings in ounces per square foot. Certificate of compliance shall also contain the following:
1. Sole Source Responsibility: Include statement that galvanizer accepts sole source responsibility for coatings under this Section. Galvanizer who does not accept this responsibility is not acceptable and will be rejected.
  2. Quality Assurance: Include evidence that galvanizer meets requirements of ANSI Q90.
  3. Certification of Compliance with Current Environmental Regulations: Galvanizer shall certify that coatings proposed for use comply with applicable environmental regulations. Contractor and galvanizer shall be responsible for penalties assessed by governmental or environmental authorities for coatings that do not comply with current environmental regulations. All coatings shall be lead-free.

#### 1.05 QUALITY ASSURANCE

- A. Source Limitations: Provide products of the same kind, from a single source.
- B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

#### 1.06 PRODUCT HANDLING AND STORAGE

- A. Stored materials shall be adequately protected against moisture by (1) stacking in such a manner as to allow a complete circulation of air under each stack, and (2) covering each stack, top and sides with a waterproof paper or membrane. Coverings shall remain in place at all times, when not working from the particular stack.

#### 1.07 EXAMINATION OF CONDITIONS

- A. The Contractor shall fully inform himself/herself of existing conditions of the site and shall be fully responsible for carrying out all work required to fully and properly execute the work of the Contract, regardless of the conditions encountered in the actual work. No

claim for extra compensation or extension of time will be allowed on account of actual conditions inconsistent with those assumed.

- B. The Contractor shall be solely responsible for judging the potential need for storing materials temporarily and/or rehandling items prior to final installation.

## 1.08 STANDARDS

- A. Except as modified by governing code and by the Contract Documents, comply with applicable provisions and recommendations of the following:
  1. Standard Specifications: state of New Hampshire Standard Specifications for Highways and Bridges, latest edition.
  2. AASHTO: American Association of State Highway and Transportation Officials, latest edition.
  3. ASTM: American Society for Testing and Materials, latest edition.
  4. City of Concord Standards

## 1.09 QUALIFICATIONS

- A. Site improvement work shall be assigned to experienced and qualified subcontractors with a minimum of five (5) years experience employing experienced workmen who will work under the full-time supervision of a qualified foreman with a minimum of five (5) years of experience on projects comparable to this project. Submit references for subcontractors for approval of Owner.

## PART 2 - PRODUCTS

### 2.01 CHAIN LINK FENCE AND GATES

- A. General:
  1. Chain link fence, framework and fittings shall be in accordance with US Government Specification RR-F-191 for fusion bonded PVC on galvanized steel. Processes or materials used shall not be proprietary or restrictively patented. The fence fabric shall be imprint branded at each link with the manufacturer's trade name, country of origin (USA) gauge size and tensile strength. All pipe shall be Schedule 40 imprinted with trade name. All fittings shall be marked to show trade name.
  2. The manufacturer shall supply a notarized certification that all materials used have been tested and fully comply with the specifications specified herein.
  3. Sleeves if required for fence shall be galvanized steel pipe Schedule 40 ASTM 120 sizing as required to accommodate posts.
- B. Chain Link Fence Fabric:
  1. Vinyl coated chain link fabric shall be No. (9) gauge with a uniform square mesh measuring approximately two (2") inches between its parallel sides, woven out of permafused wire with a core which shall consist of a good commercial quality galvanized steel to which a 7 mil coating of PVC has been bonded by the fusion method. The vinyl in the coating shall have a maximum specific gravity of 1.34, be evenly applied and free of blisters, with the bond between the vinyl coating and the

steel wire equal or greater than the cohesive strength of the vinyl. The color of the coating shall be black. The minimum breaking strength of the coated wire shall be 800 pounds. Bottom of fence fabric shall be two (2") inches plus or minus ¼" above the finished grade. Fabric shall be furnished with selvages knuckled on both ends, which have been coated during the waiving process.

C. Framework:

1. Line corner and terminal posts, top, bottom or intermediate rails shall be Schedule 40 galvanized steel conforming to ASTM-120 latest requirements and thermal fusion coated with a PVC by the electrostatically applied powder fusion process. The coating depth shall be between 10 and 15 mil in thickness according to pipe diameter.
2. The vinyl shall be plasticized and thoroughly compounded so there are no under dispersed pigments, stabilizers or other discrete particles present. The color shall match the fabric.

D. Top, Bottom, and Middle Rails:

1. All rails shall be 1 5/8" O.D. thermal fusion coated PVC galvanized steel pipe, of twenty one foot (21') lengths joined by six inch (6") long sleeves, thermal fused, rail to run continuously along top of fence. Bottom and middle rails shall conform to specifications for top rail and shall be joined at line posts with thermal fusion coated PVC boulevard clamps.

E. Line Posts:

1. Line posts shall be thermal fusion coated PVC galvanized steel pipe sized as shown on the Drawings. Posts shall be of sufficient length to allow for installation to a depth of approximately three (3') feet below grade level and shall be spaced in the line of fence not further apart than ten (10') feet or as shown on the Drawings. The fabric shall be fastened to the line posts by means of matching nine (9) gauge, thermal fusion coated PVC ties, maximum twelve inches (12") on center.
2. Provide galvanized steel sleeves as required, sized to accommodate posts.

F. Corner and Terminal Posts:

1. Corner and terminal posts shall be sized as shown on the Drawings and shall be thermal fusion coated PVC galvanized steel. Each post shall be of sufficient length to allow for required depth below grade level. Fabric shall be attached to the terminal post by means of thermal fusion coated PVC tension bars and held by thermal fusion coated PVC tension bands, maximum twelve (12") inches on center.
2. Stretches of fence more than 500 feet in length shall have one intermediate terminal pull post with braces in two directions for every 500 feet. Corner posts shall be placed at every change in direction. All corners and terminal posts shall be braced with thermal fusion coated PVC galvanized steel 1 5/8" O.D. brace rail, weighing 1.35 pounds per foot minimum eight feet (8') long, with a diagonal 3/8" truss rod, and attachment to the first ensuing line post.
3. Provide galvanized steel sleeves as required, sized to accommodate posts.

G. Gates:

1. Provide double swing gate as shown on the drawings.

2. Gate frame shall be constructed as detailed on the drawings or approved shop drawings.
  3. Gate shall be fitted with and automated opening system.
    - a. System shall be key-pad actuated
    - b. System shall have integral safety features
    - c. Gate operation at ext shall be activated through a pavement loop sensor
- H. Fittings:
1. All fittings and other appurtenances shall be aluminum alloy, pressed steel, malleable or cast steel, epoxy-phenolic primed and coated with matching (PVC) by the fusionbond method. Painted fittings are not acceptable.
- I. Concrete for footings shall be 3,000 psi 28-day air entrained concrete.

### PART 3 – EXECUTION

#### 3.01 CHAIN LINK FENCE AND GATES

- A. Locate and install all posts in concrete footings, plumb and true to line and grade and with continuous concrete mowing strip as shown on the Drawings and in accordance with approved Shop Drawings. Height of fence shall be as shown on the Drawings.
- B. Top and bottom edge of fence fabric shall have knuckled edges. Fabric shall be stretched uniformly taut and as tight as possible, true to line and grade and complete in all details. Install tension bars at corners. Bands and clips to tie fabric to rails and posts shall be spaced a maximum of twelve inches on center.
- C. All posts shall have continuous horizontal braces at the top, middle, and bottom. In addition, all end and corner posts shall be braced to the nearest line post with center brace rails. Outside sleeve type top rail couplings shall be placed a maximum of twelve (12) inches from posts.
- D. Chain link fence shall have continuous top and bottom rails.
- E. All chain link fence shall be fastened on the outside of the posts unless directed otherwise by the Owner. The fabric shall be properly stretched and securely fastened to the posts, and between posts the top and bottom of the fabric shall be fastened to the horizontal braces as specified, herein.
- F. The fabric shall be fastened to end and corner posts with tension bars and stretcher bar bands spaced at one-foot (1') intervals.
- G. All fabric shall be aligned so that top row of the fabric mesh is tied to the top rail every twelve (12") inches on center and so that the bottom of the fabric mesh stands two (2") inches above the finish grade and that the bottom row of the fabric mesh is tied to the bottom rail every twelve (12") inches on center. All fabric shall be tied to the middle rail at twelve inches (12") on center.
- H. Fabric shall be fastened to line posts, rails and braces with nine gauge (0.148) annealed galvanized steel fused vinyl wire, spaced at twelve (12") inches on center. Ties to be twisted.

END OF SECTION

## **BID SUBMISSION CHECKLIST**

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

1. Bid Sheet
2. Itemized Bid Sheet
3. 10% Bid Bond
5. Alternate Form W-9
6. City of Concord Indemnification Agreement
7. Qualifications 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 required types and levels of coverage

**BID SHEET**

**OLD SUNCOOK ROAD LANDFILL FENCE CONSTRUCTION**

SEND TO: Doug Ross, Purchasing Manager, Combined Operations & Maintenance Facility,  
311 North State Street, Concord, NH 03301

In compliance with your invitation for bids dated \_\_\_\_\_ 2011 for the above captioned project, the undersigned hereby proposes to furnish all labor, equipment and materials and perform all work for said project for the lump sum of:

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )  
**Written** **Figures**

Said work to be done in strict accordance with the 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 Certificate(s) 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 that the work shall be completed within **thirty (30) calendar days** thereafter.

**The City reserves the right to increase or decrease the unit quantities of each item of work and add or delete items of work as the project and available funds require.**

**ITEMIZED BID SHEET**

The BIDDER shall fill in the following bid sheets, as part of this proposal, with the unit prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between words and numerals, the amount shown in words shall govern.

BIDDER agrees to perform all necessary labor, furnish all materials and do all work described in the specifications and shown on the drawings, for the unit prices or extended prices indicated.

NO.	ITEM	UNIT	EST QTY	LUMP SUM PRICE (WORDS)	LUMP SUM PRICE (FIGURES)
1.	General Conditions	L.S.	1	_____ _____ _____ _____ _____ Dollars and _____ cents per lump sum.	\$ _____
2.	Clearing and Grubbing	L.S.	1	_____ _____ _____ Dollars and _____ cents per lump sum.	\$ _____
3.	8-foot High Security Fence	L.F.	3,000	_____ _____ _____ Dollars and _____ cents per linear foot.	\$ _____
4.	30-foot Wide Double Leaf Gate	L.S.	1	_____ _____ _____ Dollars and _____ cents per lump sum.	\$ _____

**Total Price (Items 1 – 4)**

(Figures) \_\_\_\_\_

(Written) \_\_\_\_\_

dollars and \_\_\_\_\_ cents

The Bidder agrees to **add or deduct** work required by the Owner or Engineer for the above mentioned Lump Sum prices (as applicable).

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS BID
2. THE RECEIPT OF THE FOLLOWING ADDENDA \_\_\_\_\_
3. THE FIRM SUBMITTING THIS BID HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT
4. THE ONLY PARTIES INTERESTED IN THE BID AS PRINCIPALS ARE NAMED HEREIN
5. THE BID IS MADE WITHOUT COLLUSION WITH ANY OTHER PERSON, FIRM OR CORPORATION.

COMPANY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINTED OR TYPED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOLL FREE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_ PAGER: \_\_\_\_\_

PRIMARY POINT OF CONTACT: \_\_\_\_\_

PAYMENT TERMS AND CONDITIONS: \_\_\_\_\_

LENGTH OF WARRANTY PERIOD: ONE YEAR FROM DATE FINAL COMPLETION BY THE CONTRACTOR AND ACCEPTANCE BY THE CITY.

WARRANTY COVERAGE: ALL PARTS, LABOR AND TRAVEL

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord  
 Douglas B. Ross, Purchasing Manager  
 311 North State Street, Concord, NH 03301  
 603-230-3664; 603-230-3656 (Fax); dross@concordnh.gov

**Due Date/Time: September 29, 2011 Not Later Than 2:00 PM**

**Mandatory Pre-Bid Meeting: September 13, 2011 at 10:00 AM**

**BIDDER'S QUALIFICATIONS STATEMENT**

(Please make additional copies as needed)

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) Bidder information:**

**Company name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State/Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**2) The work, if awarded to you will have the resident personal supervision of whom?**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Qualifications:**

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

**3) Describe the equipment you propose to furnish:      a) Your own   b) Rented**

**a)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**b)** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4) Bidder background Information:**

a) How many similar projects completed in 2010 and 2011      \_\_\_\_\_ Projects

b) Any penalties imposed by clients or others      ( ) yes   ( ) no

- c) Any pending law suits by clients ( ) yes ( ) no
- d) Year company formed \_\_\_\_\_
- e) Year company began work of this type \_\_\_\_\_
- f) Number of crews \_\_\_\_\_ Crews

**5) Please list your last 3 projects (of similar scope):**

- a) OWNER: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact person: \_\_\_\_\_ Phone number: \_\_\_\_\_
- b) OWNER: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact person: \_\_\_\_\_ Phone number: \_\_\_\_\_
- c) OWNER: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact person: \_\_\_\_\_ Phone number: \_\_\_\_\_

**6) Intended subcontractor's:**

- a) Company Name: \_\_\_\_\_  
 OWNER: \_\_\_\_\_  
 Work subcontractor will perform: \_\_\_\_\_
- b) Company Name: \_\_\_\_\_  
 OWNER: \_\_\_\_\_  
 Work subcontractor will perform: \_\_\_\_\_
- c) Company Name: \_\_\_\_\_  
 OWNER: \_\_\_\_\_  
 Work subcontractor will perform: \_\_\_\_\_

**NOTICE OF AWARD**

Dated \_\_\_\_\_, 2011

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY'S PROJECT NO.: B11-12

PROJECT: Old Suncook Road Landfill Fence Construction

CITY'S CONTRACT NO.: B11-12

CONTRACT FOR: Old Suncook Road Landfill Fence Constructon

You are notified that your Bid dated \_\_\_\_\_, 2011 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the Old Suncook Road Landfill Fence Construction. All terms, conditions, specifications and prices shall be in accordance with the CITY'S bid documents (B11-12 and all addenda) and the CONTRACTOR'S bid opened and publicly read on **September 29, 2011**.

The Contract Price of your contract shall not exceed the sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by \_\_\_\_\_, 2011. You must deliver to the CITY:

1. One fully executed counterpart of the Agreement.
2. The Contract Security (100 % Payment and Performance Bonds) and Insurance Certificate(s) as specified in the Invitation for Bids and General Terms and Conditions.
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 (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement, issue a Notice to Proceed and purchase order and return your bid bond security.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

**BY** \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

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

Copy to GENERAL SERVICES DEPARTMENT

## AGREEMENT

This AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between the City of Concord, New Hampshire, the 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 plan(s) and described in the specifications for the project entitled "**B11-12, Old Suncook Road Fence Construction**" all in accordance with the terms, conditions, specifications and prices of the CITY'S bid documents (B11-12 and all addenda) and the CONTRACTOR'S bid opened and publicly read on **September 29, 2011**.

### 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. The work shall be completed within **thirty (30) calendar days** thereafter with such extensions of time as are provided for in the General Terms and Conditions.

### 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.

Progress Payments: None.

Retainage: The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

1. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.
2. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
3. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City's estimate of the fair value of

the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, during the **one year warranty period** and released only after the City has accepted the project. The one (1) year warranty period shall commence with final completion by the Contractor and acceptance by the City.

**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, 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.

#### **ARTICLE IV - ACCEPTANCE AND FINAL PAYMENT**

Upon receipt of written notice that the work is ready for final inspection and acceptance, the DIRECTOR, or his designee, 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 (30) days after the date of said final certificate.

Before final payment is due, the CONTRACTOR shall submit evidence satisfactory to the DIRECTOR, or his designee, 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 DIRECTOR, or his designee, 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.

WITNESS:

CITY OF CONCORD, NH

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

\_\_\_\_\_  
Date:                      Purchasing Manager

SEAL:

WITNESS:

CONTRACTOR: \_\_\_\_\_

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

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

SEAL:

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY'S PROJECT NO.: B11-12

PROJECT: Old Suncook Road Landfill Fence Construction

CITY'S CONTRACT NO.: B11-12

CONTRACT FOR: Old Suncook Road Landfill Fence Constructon

\_\_\_\_\_  
(Name of CONTRACTOR)

You are notified that the Contract Time under the above contract will commence to run upon receipt of this Notice to Proceed. 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 **thirty (30) calendar** days thereafter.

Before you may start any Work at the site the Invitation for Bids and 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 SIGNATURE)

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

Copy to GENERAL SERVICES DEPARTMENT

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.

<b>Sign Here</b>	<b>Signature of U.S. Person</b>	<b>Date:</b>
------------------	---------------------------------	--------------

**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**  
**B11-12, Old Suncook Road Landfill Fence Construction**  
**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**

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

**Commercial Automobile Liability**

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

- 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	NA
---	----

Follow Form Umbrella on ALL requested Coverage

**Other**

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

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

**CITY OF CONCORD, NEW HAMPSHIRE  
B11-12, OLD SUNCOOK ROAD LANDFILL FENCE CONSTRUCTION  
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 CONTRACTOR'S, subcontractor's, 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



Reference B11-12

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 (B11-12) for the following reasons:

- \_\_\_\_\_ Item/Service 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)

APPENDIX A - PROPOSED SITE PLAN



PROPOSED CHAIN-LINK FENCE (A) 2

APPROXIMATE LOCATION OF THE-IN TO EXISTING FENCE

APPROXIMATE LIMIT OF WASTE

APPROXIMATE LOCATION OF THE-IN TO EXISTING FENCE

APPROXIMATE LOCATION OF THE-IN TO EXISTING FENCE

PROPOSED TAMPER-RESISTANT GATE

- Notes:**
1. Accuracy and maintenance for this site plan is based on the 2007 Reference section 107(b) and 107(c) of the National Flood Insurance Act of 1968, as amended, and the National Flood Insurance Act of 1968, as amended, and the National Flood Insurance Act of 1968, as amended.
  2. Locations of groundwater monitoring wells and sampling points are based on the 2007 Reference section 107(b) and 107(c) of the National Flood Insurance Act of 1968, as amended, and the National Flood Insurance Act of 1968, as amended, and the National Flood Insurance Act of 1968, as amended.
  3. Approximate property lines shown are based on the 2007 Reference section 107(b) and 107(c) of the National Flood Insurance Act of 1968, as amended, and the National Flood Insurance Act of 1968, as amended, and the National Flood Insurance Act of 1968, as amended.
  4. Construction shall include, but not be limited to, the installation and maintenance of the fence per specifications and performance of the fence per specifications and performance of the fence per specifications.

- Legend:**
- Existing 7' Contour
  - Existing 10' Contour
  - 1100'-1-11 Tie Map & Lot Number
  - SG-1 Existing Soil Survey Location
  - MW-1 Existing Soil Monitoring Well
  - MW-4 Existing Groundwater Monitoring Well
  - Approximate Limit of Waste
  - Approximate Location of Soil Vapor
  - Proposed Chain Link Fence



City of Concord, NH	Date: August 2011	By: JSM
Old Suncook Road Landfill	Checked: 531	By: JSM
Security Fence Installation	Approved: 1100-1-11	By: JSM
Proposed Site Plan	Scale: 1" = 100'	By: JSM

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