

B21-12

City of Concord, New Hampshire

Purchasing Department

PATCHING OF UTILITY TRENCHES

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT
HIGHWAY AND UTILITIES DIVISION**

Contract
Bid Documents
Specifications

Firm: _____

BID DUE DATE/TIME: FEBRUARY 16, 2012 NOT LATER THAN 2:00 PM



**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**

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 B21-12, Patching of Utility Trenches **until 2:00 PM on February 16, 2012** at which time and place they will be opened and publicly read. The sealed envelope should be plainly marked:

“B21-12, PATCHING OF UTILITY TRENCHES”

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

Copies of B21-12 may be obtained from the Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 or on-line at www.concordnh.gov/Purchasing.

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 five percent (5%) of the total bid, made payable to the City of Concord, New Hampshire.

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

Liquidated Damages: In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for within the contract period specified time of two weeks, the City shall deduct from the payments due the Contractor each month, the sum of **two hundred dollars (\$200.00) 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)	purchasing@concordnh.gov www.concordnh.gov/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummary.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	plans@cdcnews.com www.cdcnews.com

APPROVED:

CITY OF CONCORD, NEW HAMPSHIRE



Douglas B. Ross, Purchasing Manager

Date: 1/18/12

BID DUE DATE/TIME: FEBRUARY 16, 2012 NOT LATER THAN 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF BIDS:

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

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

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

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

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Manager 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 going on-line at www.concordnh.gov/purchasing.

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.

CONTRACT AWARD PROTEST POLICY AND PROCEDURE:

The City's Contract Award Protest Policy and Procedure can be viewed on-line at www.concordnh.gov/Purchasing.

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:

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

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 NOISE ORDINANCES

All work shall be conducted in conformance with the City's Code of Ordinances, Title I, General Code:

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

The City's Code of Ordinances can be viewed on-line at 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.

LIQUIDATED DAMAGES:

In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for within the contract period specified time of two weeks, the City shall deduct from the payments due the Contractor each month, the sum of **two hundred dollars (\$200.00) 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.

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 this Invitation for Bids and any subsequent Contract shall be deemed to be inserted herein and this Invitation for Bids and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Invitation for Bids and/or Contract shall forthwith be physically amended to make such insertion or correction.

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).

RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of \$100,000 or more must be in compliance with RSA 277:5-a.

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. A copy of the complete Election Day Construction Policy can be viewed on-line at www.concordnh.gov/Purchasing.

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.

INSTRUCTIONS TO BIDDERS

Project Name: Patching of Utility Trenches

Project Location: Various locations around the City where water and sewer trenches have been dug.

1. EXPLANATION TO BIDDERS

Any explanation regarding the meaning or interpretation of 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 addenda to the documents and shall be furnished to all bidders who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding. Requests for explanations should be addressed, in writing to: Doug Ross, Purchasing Manager, Finance Department, Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH, 03301; Tel: (603) 230-3664; Fax: (603) 230-3656; Email: 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 therefrom.

3. BID REQUIREMENTS

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

4. PREPARATION OF BIDS

See General Terms and Conditions.

5. SUBMISSION OF BIDS

See General Terms and Conditions

6. RECEIPT AND OPENING OF BIDS

See General Terms and Conditions

7. WITHDRAWAL OF BIDS

See General Terms and Conditions

8. PRESENCE OF BIDDERS AT OPENING

See General Terms and Conditions

9. BIDDERS INTERESTED IN MORE THAN ONE BID

See General Terms and Conditions

10. AWARD OF CONTRACT

See General Terms and Conditions

11. CONTRACTS, BONDS, INSURANCE

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

12. INSPECTION FEES

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

13. INTEREST OF THE CONTRACTOR

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

14. ASSIGNMENT OR SUBCONTRACTING

See General Terms and Conditions

15. EXTRAS

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

16. PROVISION REQUIRED BY LAW DEEMED INSERTED

See General Terms and Conditions

17. OPPORTUNITIES FOR RESIDENTS

The Contractor covenants and agrees that in the work to be performed under this Contract, the Contractor will take affirmative action to insure that residents of the City of Concord are given maximum opportunity for employment and that business concerns

located in, or owned in substantial part by, residents of the City of Concord are to the greatest extent feasible, awarded contracts.

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

18. EXTRA WORK

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

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

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

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

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

19. NON-DISCRIMINATION

See General Terms and Conditions.

20. QUALIFICATIONS OF BIDDER

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

21. THE DIRECTOR OF GENERAL SERVICES DEPARTMENT TO DECIDE

The Director of General Services shall decide all questions which may arise as to the performance, continuity and acceptability of work to be done and all materials to be furnished under this contract, and shall decide all questions which may arise as to the interpretation of plans and specifications used and as to the fulfillment of this contract on

the part of the Contractor and as to defects in the Contractor's work. The order, progress and methods of construction shall at all times be satisfactory to the Director of General Services. The contractor shall vie his attention constantly to the faithful prosecution of the work, and shall keep the same under his personal control.

22. TIME AND MANNER OF DOING THE WORK

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

23. GENERAL PROVISIONS

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

24. LAWS AND REGULATIONS

The Contractor shall keep himself fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such laws, specifications or contract for the work in relation to any such laws, ordinances, regulations, orders or decrees, he shall forthwith report the same to the Director in writing. He shall at all times himself observe and comply with such laws and ordinances 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 subcontractors.

25. EXISTING STRUCTURES

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

26. MAINTAIN STREETS PASSABLE

Unless otherwise specifically permitted by the proper authorities of the City, the Contractor shall at all times maintain the streets passable on which his is conducting his work. The Contractor shall maintain access to all houses, garages, etc., with the least

possible interruption and shall conduct his work so that the inconvenience to all property owners adjacent to the work will be at a minimum. All property owners shall be notified in advance if access to their property is to be temporarily interrupted in case of any hardship resulting therefrom, the Contractor shall make suitable arrangements with the property owner to the satisfaction of the Director.

27. PERMITS

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

28. USE OF HIGHWAYS

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

29. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

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

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

30. ACCESS TO WORK

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

31. SITE MANAGERMENTS, DUST CONTROL, ETC.

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

32. LINES AND GRADES

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

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

33. ALL WORK TO BE INSPECTED

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

34. CLEANING UP OR RESTORATION WORK

The Contractor shall at all 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.

35. EMERGENCY REPAIRS, ETC.

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

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

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

37. OSHA REGULATIONS

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

38. INSURANCE

The successful bidder shall furnish to the City of Concord, prior to the start of any work, insurance certificates for comprehensive general liability, automobile liability and worker's compensation in accordance with the General Terms and Conditions and attached sheet (Insurance Requirements for All Contractors).

39. TECHNICAL SPECIFICATIONS

As per the attached.

DETAILED SPECIFICATIONS

- 1.1 All patching in City streets will be done in accordance with the Community Development Department's street excavation permit and regulations and the City of Concord construction standards manual, as most recently adopted.
- 1.2 All patching in State highways will be done in accordance with the New Hampshire DOT specifications.
- 1.3 All trenches are to be cut to a true line with an approved asphalt saw (see items 1.1 & 1.2 above) and all loose asphalt along the edges of the trenches is to be removed. All edges are to be coated with an approved emulsion. This shall be included in the unit cost per square yard.
- 1.4 Traffic Control and flagging are the Contractor's responsibility and included in the unit cost per square yard.
- 1.5 All foundation material such as bank run gravel and crushed gravel, including compaction and proper back filling shall be the responsibility of the City of Concord. The City may cold patch or concrete trenches at its discretion if needed or required. Removal of all cold patch, concrete and final grading of the trench and compaction of loose surface material shall be the responsibility of the Contractor.
- 1.6 All this work shall be handwork except rolling of the pavement whereby a satisfactory roller shall be used. However there could be times when a paving machine would be necessary and there is a place on the bid sheet for cost using a paving machine.
- 1.7 The Contractor shall accomplish all trench patching within the current construction season, (typically April 15 to November 15) unless specifically ordered otherwise. If for some reason the Contractor is unable to complete a permanent patch through no fault of the City, they will put in a temporary patch using hot bituminous asphalt for the winter and will remove the temporary patch in the spring and do a permanent patch. The Contractor will not be paid for the winter temporary patch; they will be paid in the spring when the permanent patch is completed.
- 1.8 The final measurement of trench patch shall be accomplished by a representative of the City and a representative of the Contractor.
- 1.9 The trench shall be left by the City to grade with the required amounts of gravel and temporary patch. The City shall be responsible for trench settlement. If any settlement occurs after the trench has been patched, a re-patching may be required. The City shall notify the Contractor of the need for a re-patch and the cost shall be absorbed by the City at the rate specified in the bid per unit cost.

- 1.10 The Contractor shall remove all excess materials from the site and dump it at the Fort Eddy stockpile as part of the unit cost per square yard and shall leave the job site in a neat manner. All areas shall be swept and cleaned after completion of the work.
- 1.11 The City of Concord shall provide a written list of patching work, including size and location on a bi-weekly basis or at least once per month. The Contractor shall complete these patches within two weeks of receiving this list. The Contractor shall check with the Water Systems Supervisor and the Sewer Systems Supervisor each day paving is done for written or oral instructions. The number to reach them is 228-2737. The Contractor shall advise the Systems Supervisors when they are working on patching. **Failure to complete the trench paving work within the contract period specified time of two weeks shall result in liquidated damages of \$200.00 per day for each calendar day beyond the two week deadline.**
- 2.0 It is the intent of this contract to replace hot bituminous concrete in trenches at a thickness to match existing roadway conditions. For example, if an existing roadway pavement consists of five (5) inches of hot bituminous pavement, then five (5) inches of hot bituminous pavement will be required in the trench area. The hot bituminous pavement shall be placed in lifts, in accordance with city specifications, but no lift will be thicker than three (3) inches compacted depth, and shall include base, binder and wearing coarse, as necessary.
- If the existing roadway pavement thickness is three (3) inches or less, a three (3) inch thick (minimum) trench patch shall be required.
- 2.1 On miscellaneous work that is outside the limits of these specifications, negotiations and agreement and amounts by the Contractor and the City of Concord may be made for payment and shall be confirmed by letter to the Purchasing Agent.
- 2.2.1 **The initial contract period shall be for one (1) year. By mutual agreement of both the Contractor and the City of Concord, this contract may be extended for a period of one (1) or more additional years but not to exceed a total of five (5) years additional years. The work under the contract shall continue for that period that the paving plant is in operation.**

BID SUBMISSION CHECKLIST

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

1. Bid Sheet
2. 10% Bid Bond
5. Specifications Exception Form
6. Alternate Form W-9
7. City of Concord Indemnification Agreement
8. 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 requirements for types and levels of coverage

City of Concord, New Hampshire
Bid Sheet
B21-12 Patching of Utility Trenches

THE UNDERSIGNED AGREES TO PROVIDE THE REQUIRED UTILITY TRENCH PATCHING SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF B221-12 FOR THE FOLLOWING FIRM, FIXED PRICES:

Item #	Trench Area	Est. Quantity	Unit	(Trench Pavement Depth)			
				3"-4"	Greater Than 4 "	Greater Than 6"	Greater Than 8"
1	0-5.0 sq. yd.	100	Sq. yd.	\$ _____	\$ _____	\$ _____	\$ _____
2	5.0-15.0 sq. yd.	200	Sq. yd.	\$ _____	\$ _____	\$ _____	\$ _____
3	15.1-35.0 sq. yd.	250	Sq. yd.	\$ _____	\$ _____	\$ _____	\$ _____
4	35.1-50.0 sq. yd.	150	Sq. yd.	\$ _____	\$ _____	\$ _____	\$ _____
5	50.1 or greater sq. yd.	200	Sq. yd.	\$ _____	\$ _____	\$ _____	\$ _____
6.	Patches requiring Machine Method					Per Ton	\$ _____
7.	Paving patches only, no saw cutting or temporary patch removal: Machine Method					Per Ton	\$ _____
					Hand Method	Per Ton	\$ _____

METHOD OF AWARD: The contract for the utility trench patching services shall be awarded to the lowest responsive and responsible bidder based on the estimated quantities provided by the City. For bid analysis purposes, the estimated quantities listed above shall be equally distributed among the trench pavement depth-bid items.

FIRM, FIXED PRICES: All prices bid shall be firm and fixed for the initial utility trench patching (calendar year 2012) season. No price increases or surcharges (including fuel) shall be allowed.

CONTRACT PERIOD: The initial contract shall be for the 2012 utility trench patching season. However, by mutual agreement, this contract may be renewed/extended for up to five (5) additional patching seasons. The patching season shall be defined as that period that the paving plant is in operation.

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

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: _____

WARRANTY COVERAGE, i.e. Parts, Labor, Travel: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

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

Due Date/Time: February 16, 2012 Not Later Than 2:00 PM

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your bid/quotation does not meet all of our specifications you **must** so state in the space provided below:

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

If your bid does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your bid bond, if submitted.

Signed: _____

I DO meet specifications

Signed: _____

I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

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

Alternate Form
W-9 (rev 01/08)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Concord 41 Green Street Concord NH 03301
City, state, and ZIP code	
List account number(s) here (optional)	

Part
I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
--------------------------	----------------------------------

Part
II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
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Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CITY OF CONCORD, NEW HAMPSHIRE
B21-12, PATCHING OF UTILITY TRENCHES
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

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

QUALIFICATIONS STATEMENT

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

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

a. _____

b. _____

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

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

City of Concord, New Hampshire
B21-12, PATCHING OF UTILITY TRENCHES
Insurance Requirements for All Contractors

Additional Coverage is Required if Checked ***Minimum Limits Required***

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

Additional Coverage to Include

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

Commercial Automobile Liability

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

Additional Coverage to include:

- Garage Liability NA
- 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
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- 1. Professional/Errors & Omissions NA
- 2. Builders Risk – Renovation Form
 - All Risk completed value form including Collapse NA
 - Sublimit for Soft Cost Coverage NA
- 3. Installation Floater (Equipment) NA
- 4. Riggers Liability NA
- 5. Environmental – Pollution Liability NA

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

NOTICE OF AWARD

Dated _____, 2012

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: B21-12 _____

PROJECT: Patching of Utility Trenches _____

CITY'S CONTRACT NO.: B21-12 _____

CONTRACT FOR: Patching of Utility Trenches _____

You are notified that your Bid dated _____, 2012 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for utility trench patching services. All terms, conditions, specifications and prices shall be in accordance with the CITY'S bid documents, B21-12, Patching of Utility Trenches, and all addenda and the CONTRACTOR'S bid opened and publicly read on February 16, 2012.

The Contract Prices of your contract shall be: **See Attached**

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 _____, 2012. 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.

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 Proceed and return your bid bond security. A separate purchase order will be issued for each project. **All invoices must reference a valid and correct purchase order or they will be returned without payment.**

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

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

Copy to GENERAL SERVICES DEPARTMENT, HIGHWAYS & UTILITIES
DIVISION

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2012 _____ by
and between The City of Concord, New Hampshire, hereinafter called “**CITY**” and
_____ doing business as (an individual,) or (a partnership,) or (a
corporation) or (a limited liability company) hereinafter called “**CONTRACTOR**”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter
mentioned:

1. The **CONTRACTOR** will commence and provide the as needed utility trench patching services. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** bid documents (B21-12 and all addenda) and the **CONTRACTOR’S** bid opened and publicly read on February 16, 2012.
2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the **WORK** as described by B21-12, Patching of Utility Trenches.
3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED**. Completion time for the project shall be not later than the end of the 2012 utility trench patching season. However, by mutual agreement, this contract may be renewed/extended in any combination of years for up to five (5) additional utility trench patching seasons.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the following prices:

See Attached.

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:
 - (A) B21-12, PATCHING OF UTILITY TRENCHES DATED _____
 - (B) B21-12 BID FROM CONTRACTOR DATED _____
 - (C) SPECIFICATIONS EXCEPTION FORM
 - (D) ALTERNATE FORM W-9
 - (E) INDEMNIFICATION AGREEMENT
 - (F) INSURANCE CERTIFICATE
 - (G) QUALIFICATIONS STATEMENT
 - (H) BID BOND
 - (I) PERFORMANCE AND PAYMENT BONDS
 - (J) LETTER OF AWARD
 - (K) NOTICE OF AWARD
 - (L) AGREEMENT
 - (M) NOTICE TO PROCEED

(N) CITY OF CONCORD PURCHASE ORDER

(O) ADDENDA:

No. _____, dated _____, 200 _____
No. _____, dated _____, 200 _____

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.

6. The **CITY** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:
CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

Name _____

Title _____

CONTRACTOR:

By _____

Name _____
(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____
(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: B21-12 _____

PROJECT: Patching of Utility Trenches _____

CITY'S CONTRACT NO.: B21-12 _____

CONTRACT FOR: Patching of Utility Trenches _____

(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 the end of the 2012 utility trench patching season. However, by mutual agreement, the Contract between the City and the Contractor may be renewed/extended, in any combination of years, for up to five (5) additional utility trench patching seasons.

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

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

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

By _____
(Authorized Representative)

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

Copy to GENERAL SERVICES DEPARTMENT, HIGHWAYS & UTILITIES
DIVISION



Finance Department

Purchasing Division

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

Concord, NH 03301

(603)230-3664; FAX(603)230-3656

Reference: B21-12

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 for B21-12, Patching of Utility Trenches, for the following reasons:

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

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



Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)



**City of Concord, New Hampshire
FINANCE DEPARTMENT
CONTROL & PURCHASING DIVISIONS**

311 NORTH STATE STREET, CONCORD, NH 03301
(603) 225-8560 FAX: (603) 230-3656 www.concordnh.gov

March 1, 2011

Subject: City of Concord Purchase Orders, Vendor Packing Lists and Invoices

Dear Vendor:

To ensure the prompt payment of your invoices and in conformance with the City's Code of Ordinances, Chapter 31, Article 31-1, Purchasing Procedure, it is required that:

1. Prior to the delivery of any goods, equipment and/or services, a valid and correct City of Concord purchase order number must be issued to your firm. Invoices submitted without referencing a valid and correct City of Concord purchase order number will not be paid. To confirm if a City purchase order number is valid and correct, please contact the City's Purchasing Manager at (603) 230-3664.
 - a. Note: Delivery of goods, equipment and/or services detailed on a City of Concord purchase order shall indicate acceptance of the City's standard purchase order terms and conditions by the vendor. The City's standard purchase order terms and conditions may be viewed on-line at www.concordnh.gov/Purchasing.
2. All subsequent packing lists must reference the following correct information:
 - a. Purchase order number
 - b. Ship-to address; and
 - c. Item(s) and quantities ordered, delivered and back-ordered.
3. All subsequent invoices, provided, in one (1) original and one (1) copy, to the bill-to address detailed on the purchase order, must reference the following correct information:
 - a. Purchase order number;
 - b. Invoice number and date;
 - c. Bill-to and Ship-to addresses;
 - d. Payment and freight terms;
 - e. Item(s) and quantities ordered, delivered and back-ordered;
 - f. AIA Form G702, Application & Certificate for Payment (only when applicable)

INVOICES SUBMITTED WITHOUT THE CORRECT INFORMATION WILL BE RETURNED, WITHOUT PAYMENT, UNTIL ALL CORRECT INFORMATION IS PROVIDED.

Please contact Don Mathews, Fiscal Technician II at (603) 230-3655 with any invoice payment questions you may have.

Very truly yours,

Douglas B. Ross
Purchasing Manager
(603) 230-3664; dross@concordnh.gov

Diane Savoie
Controller
(603) 230-3651; dsavoie@concordnh.gov

cc:

Thomas J. Aspell, Jr, Administration, City Manager
Brian G. LeBrun, Finance Department, Deputy City Manager-Finance