B29-12

City of Concord, New Hampshire

Purchasing Division

2012 COLDPLANE/OVERLAY, SHIM/OVERLAY AND PAVEMENT RECLAMATION PROJECT

Prepared for, and in coordination with the

GENERAL SERVICES DEPARTMENT
HIGHWAYS & UTILITIES DIVISION

Contract Documents
Bid Documents
Specifications

Firm:_____

Bid Due Date/Time: April 17, 2012 Not Later Than 2:00 PM

City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 N. State Street

CONCORD, NH 03301

(603) 230-3664; FAX: (603) 230-3656; dross@concordnh.gov

www. concordnh.gov

INVITATION FOR BIDS

The Purchasing Division, 311 N. State Street, Concord, New Hampshire 03301, will receive sealed Bids for:, **B29-12, 2012 Coldplane/Overlay, Shim/Overlay and Pavement Reclamation Project until 2:00 PM on April 17, 2012** at which time and place they will be opened and publicly read. The sealed envelope should be plainly marked:

"B29-12, 2012 Coldplane/Overlay, Shim/Overlay and Pavement Reclamation Project"

Invitations for 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.

Complete copies of B29-12 may be obtained from the Purchasing Division, , 311 N. State Street, Concord, NH 03301 (603) 225-8530 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 the conditions provided in the Instructions for 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 Band and a separate Payment Bond each in the amount of **one hundred percent (100%)** of the contract price.

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

Retainage: 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 **12-month warranty period** and released only after the City has accepted the project.

Liquidated Damages: In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before November 9, 2012, the City shall deduct from the payments due the Contractor each month, the sum of **one thousand dollars ($1,000.00) plus engineering charges per day** for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due or to become due the Contractor or shall be paid by the Contractor's surety.

The City of Concord reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, errors and/or information 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 called for and/or submission of an unbalanced bid are sufficient reasons to declare a bid as non-responsive and subject to disqualification.

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://agcnh.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummry.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: 3/23/12

Proposal Due Date/Time: April 17, 2012 not later than 2:00 PM

INSTRUCTIONS FOR BIDDERS

Project Name: **2012 Coldplane/Overlay, Shim/Overlay and Pavement Reclamation Project**

Project Location(s): **Full Depth Reclamation:** North Spring St: from Pleasant St to School St.

Alternate Bid Full Depth Reclamation :full lengths of Chestnut Ct., Dakin St, Glen St, Fogg St, Spruce St Rockland Rd, Spaulding St, Sulloway St. and the section of Dunklee St between West St & Allison St

Description of Work to Be Performed for the Pavement Reclamation portion: For designated sections of road within the Project Location, work shall consist of pulverizing the existing pavement together with the base material to a depth of 12 inches; stabilizing the base with Calcium Chloride as directed, not all roads will receive Calcium Chloride; grading and compacting the new surface; and providing an overlay, in base and wear courses, of hot bituminous pavement. A crushed gravel or recycled asphalt shoulder of 2 foot minimum width is to be provided from the reclaimed base material to the existing ditch - as conditions allow. Drive entry aprons are to be provided as directed. The existing driveways are to be trimmed to ensure a smooth transition with the overlay, as needed. All the street sections contain manholes, catch basins and water gate valve boxes that will require lowering before reclamation and resetting before the wearing course is paved. Entering any manhole structure will be according to **OSHA** Confined Space requirements. Ditching may also be needed on some of the streets. Exact locations and amount will be determined in the field. Resetting granite curb and rebuilding of sidewalks are part of this project. Pavement markings, as existing, will be reinstalled after completion of construction by the City of Concord, **but must be tied down by the Contractor before obliteration. Temporary pavement markings on the shim course are the responsibility of the Contractor and are subsidiary to the Maintenance of Traffic pay item.** The intent of the contract is to provide "Full Depth". The "Proposal" specifies a "depth of 12 inches". Should pavement thickness or base conditions warrant, this limit may be reduced to as little as 8 inches for certain sections of roadway by the Director of the General Services Department at no reduction to the unit price. All work is to be completed by **November 9, 2012**

Project Location(s): SHIM/OVERLAY: Shim & Overlay Broadway from Pillsbury St to Humphrey St.

Alternate Bid: Shim/Overlay; The full length of Harrison St

Description of Work to be Performed for the Shim/Overlay sections: For designated sections of road within the project location, work will consist of coldplaning a butt joint 20 feet long tapering from 0" to 1" at each end of the street sections sweeping the road, placing a tack coat, shimming the road to re-establish a uniform cross slope, applying another tack coat and overlaying the entire road with one inch of asphalt. Driveway aprons will be trimmed prior to overlay to ensure a smooth transition from the new pavement to the existing. (2' wide along the full width of driveway. 0"-1") The intent of the contract is to re-establish a uniform cross slope, improve rideability and reduce future maintenance.

The Contractor will also place a 2 foot gravel shoulder to back up the new pavement edge. This gravel will be flush to the final overlay.

Project Location(s): COLD PLANE/ SHIM/OVERLAY: Cold Plane/Shim/Overlay the sections of Water St from the WEST bridge joint to So Main St . So Main St from Water St to Perley St.

NOTE:

1. The work on Water St. and South, Main St. sections will be done at night from 7 PM to 7 AM so as to minimize impact on these high traffic areas.

2. The membrane for the bridge deck on Water St. may need to be removed and replaced as directed. There will be a $50,000 allowance in the base bid for this work if it is deemed necessary.

Description of Work to be Performed for the Cold Plane Shim/Overlay sections: For the designated sections of road within the project limit, work will consist of lowering the catch basins, water gates and manholes, milling the existing pavement to a depth of 2" sweeping the millings, applying a tack coat prior to laying down a 0.75" thick shim layer to reshape the road. The structures then will be raised to grade, apply a tack coat and lay down a 1.25" thick top layer of pavement.

NOTES:

1. A number of traffic loops will be encountered, the loops will be installed after the shim layer is applied. Scheduling of the final overlay will accommodate this work.
2. All signs moved during the work will be offset, prior to moving, and replaced by the Contractor when the task is completed, Stop signs will be replaced after each day.
3. All street painting will be offset prior to start of this project. After the final overlay is applied, the markings will be laid out by the Contractor suitable for painting. Temporary markings (RPM's) shall be used on the shim layer and installed and maintained by the Contractor. Painting will include but not limited to; double yellow lines, dashed (skip) lines, arrows and verbiage such as "AHEAD", "ONLY"

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 addenda to the documents and shall be furnished by the Purchasing Agent to all bidders who shall acknowledge 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: Douglas B. Ross, Purchasing Manager, 311 N. State Street, Concord, NH, 03301, Tel (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 REQUIREMENTS

Security required shall be submitted with the proposal and failure to submit same may be cause for rejection. The bidder, at his/her 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 bid. 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 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. SUBLETTING OR ASSIGNMENT
The Contractor shall not assign, sublet or transfer his interest in this Agreement, or any portion thereof, without the prior written consent of the City.

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 party by, residents of the City of Concord are to the greatest extend feasible, awarded contracts.

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

18. EXTRA WORK

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

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

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

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

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

19. NON-DISCRIMINATION

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. Any and all signs that may need to be removed to perform work will be offset prior to removal and replaced when the task is completed, stop signs will be reset at the end of each day by the Contractor.

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 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 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 therefore. Other contractors of the General Services Department, federal, state and city officials and landowners may also, for all the purposes which may be required by their agreements and contracts, enter upon the work and premises used by the Contractor and other contractors of the General Services Department, state or landowners in regard to their work shall be adjusted and determined by the Director of General Services.

31. SITE MANAGEMENTS, DUST CONTROL, ETC.

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

32. LINES AND GRADES

The Contractor shall keep the Director informed in advance of the items and places at which he intends to do work, in order that ample opportunity shall be given the Director to furnish lines and grades and to make necessary measurements. The Contractor shall have not claim for damages or extension of time on account of delays in giving lines and grades or destruction of marks and the consequent necessity for replacement. The Contractor shall be and is required to check all such lines and grades before and during the progress of the work, and the Contractor alone shall be responsible for the proper fit and dimension of all portions of the work.

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

33. ALL WORK TO BE INSPECTED

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

34. CLEANING UP OR RESTORATION WORK

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

35. EMERGENCY REPAIRS, ETC.

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

36. ACT OR FAILURE TO ACT ON PART OF DIRECTOR DOES NOT REDUCE LIABILITY 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 City's General Terms and Conditions and the attached Insurance Requirements for All Contractors.

39. TECHNICAL SPECIFICATIONS

As per the attached.

40. LIQUIDATED DAMAGES

In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before **November 9, 2012**, the City shall deduct from the payments due the Contractor each month, the sum of **one thousand dollars ($1,000.00) plus engineering charges per day** for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due or to become due the Contractor or shall be paid by the Contractor's surety.

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

WITHDRAWAL OF BIDS:

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

BIDDERS INTERESTED IN MORE THAN ONE BID:

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

RECEIPT AND OPENING OF BIDS:

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

PRESENCE OF BIDDERS AT OPENING:

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

BID EVALUATION:

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

BID RESULTS:

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

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE BIDS:

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

LIMITATIONS:

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

AWARD OF CONTRACT:

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

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

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this bid and provide all documentation required of this bid

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

CANCELLATION OF AWARD:

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

MODIFICATIONS AFTER AWARD:

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

RETURN OF BID BOND:

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

REQUIREMENTS OF SURETY BONDS:

At the time of the execution of the agreement, the successful bidder shall furnish the City with surety bonds, which have been fully executed by the bidder, guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bonds shall be acceptable to the City. Unless otherwise specified, the surety bonds shall be in the sum equal to the full amount of the agreement.

INSURANCE:

The successful bidder shall procure and maintain insurance, in the amounts and coverage detailed by the bid documents, acceptable to the City, at the bidder's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or bidder's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the bidder's obligation under any provision hereof.

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

If the agreement with the bidder involves the performance of work by the bidder's employees at property owned or leased by the City, the bidder shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the bidder be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All bidders and subcontractors at every tier under the bidder will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

CONTRACT:

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

EXECUTION OF AGREEMENT:

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

APPROVAL OF AGREEMENT:

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

FAILURE TO EXECUTE AGREEMENT:

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

DISQUALIFICATION:

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

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures

of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTRACT FOR CAUSE:

If through any cause, the Contractor shall fail to furnish, in a timely and proper manner, its obligations under any contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of any contract, the City shall thereupon have the right to terminate any contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished work, documents, plans, data programs and reports prepared by the Contractor under any contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.
Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, documents, plans, data programs and reports prepared by the Contractor under any contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the State. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

PATENT PROTECTION:

The successful bidder agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the City of Concord harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful bidder shall belong exclusively to the City.

ASSIGNMENT PROVISION:

The successful bidder hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

DELIVERY:

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

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

Retainage: 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 **12-month warranty period** and released only after the City has accepted the project.

PAYMENT:

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

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

TAX:

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

FUNDING OUT:

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

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

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

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No additional fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents and other records pertaining to purchases made under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

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

FUGITIVE DUST AND PUBLIC NUISANCE ORDINANCES:

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

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

NOTIFICATION:

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

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

LIQUIDATED DAMAGES:

In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before November 9, 2012, the City shall deduct from the payments due the Contractor each month, the sum of **one thousand dollars ($1,000.00) plus engineering charges per day** for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be

deducted from any other monies due or to become due the Contractor or shall be paid by the Contractor's surety.

PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit ‼ HYPERLINK "http://www.energystar.gov" ¶ 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).

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.

ACCESS TO PUBLIC MEETINGS

All City of Concord public meetings are accessible for persons with disabilities. Any person who feels that he or she may be unable to participate in a City of Concord public meeting due to a disability should, to the extent possible, call (603) 225-8570 at least 48 hours prior to the meeting so that a reasonable accommodation can be arranged.

For meetings held in the City Council Chambers, any person who is unable to access the upper level of the Council Chambers to address the City Council or any other public body may use the podium and/or microphone located at the lower level of the Council Chambers. Other reasonable accommodations may be available upon request.

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.

B29-12

BID INSTRUCTION SHEET

This bid will involve the pulverizing in place and paving of approximately .2 miles of roads in the base bid and 1.5 miles in the Alternate Bid. The Contractor will be required to provide the proper equipment consistent with industry standard for pavement reclamation projects: i.e. a drum type Reclaim Machine, a grader, a paver with a minimum basic 10 foot screed width (without extensions), a static steel-wheeled roller of 10 ton capacity and/or a dual vibratory steel drum roller, plus a self propelled pneumatic-tired roller with 2,000 lb minimum operating weight per wheel; and only equipment listed on the State of New Hampshire's approved equipment list will be allowed.

This bid will involve the Cold Planing and Repaving of approximately 0.6 miles of roadway. This project will also include the overlay of sidewalks as directed.

NOTE: The work on Water St. and South, Main St. sections will be done at night from 7 PM to 7 AM so as to minimize impact on these high traffic areas.

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

This bid will involve the shimming and overlaying approximately .14 miles of road in the base bid and .08 miles of road in the Alternate Bid. The Contractor will be required to provide the proper equipment consistent with industry standards for shimming and overlay projects: i.e. planing or milling equipment capable of removing surface material to specified depth in one pass, automatic grade control bituminous spreading and finishing machine (pavers) capable of distributing to the required thickness and lane widths, static steel wheeled roller of minimum 8 tons, rubber tired roller producing 2000 lb per wheel; and only equipment listed on the State of New Hampshire's approved equipment list will be allowed. Work will be completed within the specifications of the *State of New Hampshire Standard Specifications for Road and Bridge Construction,* The City of Concord Construction Standards, most current edition and the Technical Specifications contained herein. If a conflict is found between them, the Technical Specifications contained herein shall rule.

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

SSD: 12/3/79, 4/10/80, 11/19/82, 5/9/83, 12/7/90, 12/20/96, 07/14/04, 09/01/05, 08/06/07, 01/07/09, 04/15/09 & 11/30/09, 05/12/10

March 16, 2012

SPECIAL ATTENTION

FUEL ADJUSTMENT

(a) The shortage of all products in relation to the national and worldwide energy situation has made future costs of fuel unpredictable. For this reason, a price adjustment clause is being inserted in this contract to provide for either additional compensation to the Contractor or payment to the State, depending upon an increase or decrease in the price of fuel.

(b) The fuel usage factors, which will be applied to the several items of the Contract shall be those set forth in Table 1.

(c) Price adjustment will be based upon the quantity of fuel incorporated in the work as determined by the factors in Table 1.

When the monthly sales price determined per paragraph (f) is more than 110% of the fixed base price set forth in paragraph (e), a contract adjustment will be made under Item 1010.15 based on: [monthly sales price less 110% of the fixed base price] multiplied by [item quantity eligible for payment during month] multiplied by [fuel factor].

When the monthly sales price determined per paragraph (f) is less than 90% of the fixed base price set forth in paragraph (e), a contract adjustment will be made under Item 1010.15 based on: [monthly sales price less 90% of the fixed base price] multiplied by [item quantity eligible for payment during month] multiplied by [fuel factor].

(d) The Contractor warrants that its bid prices for this Contract include no allowances for any contingency to cover increased costs for which adjustment is provided herein.

(e) The fixed base price of fuel will be:

$ 3.8375 per gallon on English Projects.

$ 1.0139 per liter on Metric Projects.

This price is used solely to compute price adjustments. The fuel price will be the lower bulk retail price of ultra low sulfur diesel fuel for Boston as published by the Journal of Commerce and will include current Federal and State taxes.

(f) The monthly sales price of fuel will be determined by the Department on the 15th calendar day of each month. When the 15th calendar day falls on a Sunday, the price on the first business day following the 15th calendar day will be utilized. Monthly sales prices will be set in the same manner as indicated in paragraph (e).

(g) The price adjustment, when such adjustment is called for as provided in paragraph (c), will be made subsequent to the month in which the work was accomplished.

(h) No price adjustment will be allowed beyond the Project completion date unless there is a Department-approved extension of time. Price adjustments will be made on quantities adjusted as a result of the final audit.

(i) The Department will not be responsible for computing or otherwise indicating price adjustments except to the prime contractor, which must make its own arrangements with its subcontractors.

(j) When no item for Fuel Adjustment is included in the Contract no adjustments will be made.

Pay item and unit:

1010.15	Fuel Adjustment 1	$

1 Not a bid item.

Table 1 - FUEL FACTORS

Item of Work	Item No.	Units	Fuel
Excavation:			
Earth	203.1_,.4_ 203.50_,.51_,.52_ 203.6_,.7_ 206.1_ 207.1_ 504.1_	gal/c.y. (liters/m3)	0.26 (1.29)
Rock	203.2_ 206.2_ 207.2_ 504.2_	gal/c.y. (liters/m3)	0.34 (1.68)
Other	203.3_ 206.3_ 207.3_ 583._ 585._ 586._ 587._	gal/c.y. (liters/m3)	0.31 (1.54)
Bases:			
Unprocessed	209._ 304.1_,.2_	gal/c.y. (liters/m3)	0.46 (2.28)
Processed	304.3_ 304.4_,.5_,.6_ 508._	gal/c.y. (liters/m3)	0.82 (4.06)
Bituminous Concrete Pavement 2	403._ 411._	gal/ton (liters/t)	1.90 (7.93)
All Other Items:		gal/$1,000 of work (liters/$1,000 ofwork)	13.0 (49.2)

Excluded Items: 3

210._	510.61_	560._	565.2_	645.7_
211._	510.65_	561._	568._	692._
306.31_	528._	563.1_	592._	698._
306.32_	544._	563.2_	603.0001	8_ _._
410._	548._	563.3_	618._	10_ _._
510.31_	550.1_	563.7_	619._	
510.41_	550.2_	565.7_	624._	

2 Item 403.4 & 403.6 shall be calculated using the "All Other Items" category rate.
3 Also excluded are all supplementary agreements, extra work and per specification items.

SSD: 7/30/75, 5/9/83, 12/5/84,2/12/92, 10/19/93, 5/9/94, 1/26/95, 12/30/96, 02/24/97, 12/08/08, 4/15/09

March 15, 2012

SPECIALATTENTION

ASPHALT CEMENT ADJUSTMENT

All bid items involving asphalt concrete mixtures (except items 403.4 & 403.6) listed in Sections: 403, Hot Bituminous Pavement and 411, Plant Mix Surface Treatment; containing asphalt cement will be subject to a price adjustment. This adjustment will take effect when the monthly price for asphalt cement as furnished by the Bureau of Materials and Research differs from the base price contained in the proposal.

The price adjustment will be based on the percent of virgin asphalt cement stated in the Approved Mix Design containing the maximum percentage of reclaimed asphalt pavement. In the event of breakdown or unforeseen circumstances other than weather, an Approved Virgin Mix Design may be used. The price adjustment will then be based on the total percent of virgin asphalt cement in that approved design.

The base price* of asphalt cement for this Contract is:

$ 620.00	per ton on English Projects.
$ 683.24	per metric ton on Metric Projects.

* Source: Asphalt Weekly Monitor, a publication from Poten and Partners. Inc.
(Applies to contracts advertised after January 1, 2012)

The monthly price of asphalt cement will be furnished by the Bureau of Materials and Research on the first business day following the 14th calendar day of each month.

The contract prices of Hot Bituminous Pavement, Recycled Bituminous Pavement and Plant Mix Surface Treatment will be paid under the respective items in the contract. The price adjustment, as provided herein, upwards or downwards, will be made at the end of each month in which the work was accomplished as follows:

A contract adjustment will be made under Item 1010.2 based on; [monthly price minus the base price] X [Approved Mix Design percent of virgin asphalt cement] X [tons of pavement used].

When no item for Asphalt Cement Adjustment is included in the contract no adjustments will be made.

Item 1010.2	Asphalt Cement Adjustment 1	Dollar

1 Not a bid item

The City reserves the right to increase or decrease the volume of work set forth for this project within the limits of available funds. The Contractor shall not make any claim against the City should the total value of the work be increased or decreased by less than twenty-five percent (25%) of the proposal.

Rock removal may be necessary in several areas within the roadway and ditch sections of this project and the successful Contractor will need a licensed blaster with the required insurance.

When rock excavation is to be performed the overburden shall be removed to permit cross-sectioning. Rock removed prior to sectioning will be considered as subsidiary.

Where road grade adjustments may be necessary to control ditch line run-off or in areas of unstable soils the reclaimed material will have to be stockpiled then brought back and applied to the new sub grade material. The stockpiles of reclaimed base material on site are intended to supplement those areas where minor grade adjustments may be necessary or to improve the roadway crown as determined by the City.

Recycled ground asphalt graded at 1 ½ inch minus may be provided by the City as substitution for crushed gravel where appropriate as shoulder or base augmentation material.

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

13-6-9 Construction Noise.

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

(1) Between 7:00 a.m. and 7:00 p.m. on weekdays; or

(2) Between 9:00 a.m. and 7:00 p.m. on weekends or holidays (as defined in Section 13-6-2); or

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

(b) ***Exceptions.***

(1) Sections 13-6-8 and 13-6-9 shall not apply to routine or emergency City work including solid waste collection, street sweeping, street and

sidewalk plowing, snow removal, and other periodic work necessary for the City to maintain its public streets and infrastructure.

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

11-3-1 Fugitive Dust

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

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

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

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

(b) Appropriate materials including, but not limited to, water, City of Concord approved dust palliatives, asphalt, seed, or physical covers shall be used to prevent particulate matter from becoming airborne. Oil may not be used as a dust palliative.

(c) The requirements of this article do not apply to fugitive particulate matter emissions arising from the production of agricultural commodities in their un-manufactured state on the premises of the farm operation or emergency work as defined in Article 13-6-2.

(d) An enforcement officer may order the immediate cessation of such operations or activities deemed and declared a public nuisance. If any person shall fail to immediately comply with the order, the enforcing officer shall as soon as practicable file a complaint with a court of competent jurisdiction charging said person with violation of this ordinance.

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

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

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

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

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

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

complaints from abutters, the City Engineer will modify and reduce vibration-causing activities and consider requiring vibration monitoring and/or pre-construction surveys to reduce abutting property impacts.

BID SUBMISSION CHECKLIST

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

1. Bid Sheet
2. Itemized Bid Sheets (Base Bid and Alternate Unit Pricing)
3. Alternate Form W-9
4. City of Concord Indemnification Agreement
5. Qualifications Statement
7. 10% Bid Bond

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

B29-12 BID SHEET

Project Name: 2012 Pavement Reclamation, Cold Plane Shim/Overlay and Shim/Overlay

Description of Work to be Performed for Reclamation portion: Work shall consist of pulverizing the existing pavement together with the base material to a depth of twelve (12) inches; stabilizing the base with liquid Calcium Chloride as directed, not all roads will be getting calcium chloride; compacting and fine grading the base; and providing an overlay of hot bituminous pavement applied in base and wear courses on the full lengths of:

Full Depth Reclamation sections of:

North Spring St: Pleasant St to School St

Alternate Bid Full Depth Reclamation: Full lengths of Chestnut Ct., Dakin St, Glen St, Fogg St, Spruce St Rockland Rd, Spaulding St, Sulloway St. and the section of Dunklee St between West St & Allison St

Reclamation of sections may be eliminated or reduced subject to funding availability. A crushed gravel (or reclaimed asphalt provided by the City at their option) shoulder of 2 foot average width is to be provided, where practical, to transition from the reclaimed base material to the existing ditch. Drive entry aprons are to be paved as directed. The existing driveways are to be trimmed to ensure a smooth transition with the overlay, as needed. The above sections contain manholes, catch basins and water gate valve boxes that will require lowering before reclamation and resetting before wear course overlay. Ditching and or bituminous berms may also be needed on some of the streets. Exact locations and amount will be determined in the field. Resetting granite curb and rebuilding of sidewalks are also part of this project. Pavement markings, as existing, will be reinstalled after completion of construction by the City of Concord, **but must be tied down by the Contractor before obliteration. Temporary pavement markings on the shim course are the responsibility of the Contractor and are subsidiary to the Maintenance of Traffic pay item.** The intent of the contract is to provide "Full Depth reclamation". The "Proposal" specifies a "depth of 12 inches". Should pavement thickness or base conditions warrant, this limit may be reduced to as little as 8 inches for certain sections of roadway by the Director of the General Services Department at no reduction to the unit price.

Shim/Overlay

The Section of Broadway from Pillsbury St to Humphrey St.

Alternate Bid: Shim/Overlay The full length of Harrison St

Description of Work to be Performed for the Shim/Overlay sections: For designated sections of road within the project location, work will consist of coldplaning a butt joint 20feet long tapering from 0" to 1" at each end of the street sections sweeping the road, placing a tack coat, shimming the road to re-establish a uniform cross slope, applying another tack coat and overlaying the entire road with one inch of asphalt. Driveway aprons will be trimmed prior to overlay to ensure a smooth transition from the new pavement to the existing. (2' wide along the full width of driveway. 0"-1") The intent of the contract is to re-establish a uniform cross slope, improve rideability and reduce future maintenance.

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

COLD PLANE/ SHIM/OVERLAY: Cold Plane/Shim/Overlay the sections of Water St from the WEST bridge joint to So Main St . So Main St from Water St to Perley St.

NOTE:

1. **The work on Water St. and South, Main St. sections will be done at night from 7 PM to 7 AM so as to minimize impact on these high traffic areas.**
2. **The membrane for the bridge deck on Water St. may need to be removed and replaced as directed. There will be a $50,000 allowance in the base bid for this work if it is deemed necessary.**

Description of Work to be Performed for the Cold Plane Shim/Overlay sections: For the designated sections of road within the project limit, work will consist of lowering the catch basins, water gates and manholes, milling the existing pavement to a depth of 2" sweeping the millings, applying a tack coat prior to laying down a 0.75" thick shim layer to reshape the road. The structures then will be raised to grade, apply a tack coat and lay down a 1.25" thick top layer of pavement.

NOTES:

1. A number of traffic loops will be encountered, the loops will be installed after the shim layer is applied. Scheduling of the final overlay will accommodate this work.
2. All signs moved during the work will be offset, prior to moving, and replaced by the Contractor when the task is completed. Stop signs will be reset at the end of each day.
3. All street painting will be offset prior to start of this project. After the final overlay is applied, the markings will be laid out by the Contractor suitable for painting. Temporary markings (RPM's) shall be used on the shim layer and installed and maintained by the Contractor. Painting will include but not limited to; double yellow lines, dashed (skip) lines, arrows and verbiage such as "AHEAD", "ONLY"

SEND TO: Purchasing Manager, 311 N State Street., Concord, NH 03301
In compliance with your invitation for bids dated _____2012 for the above captioned project, the undersigned hereby acknowledges that he/she is an authorized agent of the firm submitting this bid and proposes to furnish all labor, equipment and materials and perform all work for said project for the following not-to-exceed lump sums:

BASE BID:

_____Dollars $_____
Written Figures

Said work to be done in strict accordance with the plans, specifications and all Contract Documents: The undersigned agrees that upon written acceptance of this bid, he/she will within ten days of receipt of such notice, execute a formal Contract Agreement with the City of Concord, and that he/she will provide the necessary payment and performance bonds and Certificates of Insurance. The undersigned further agrees that, if awarded the Contract, he/she will commence the work within 10 calendar days after the written notice to proceed and that all work will be completed on or before **November 9, 2012 .** In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before November 9, 2012, the City shall deduct from the payments due the Contractor each month, the sum of **one thousand dollars ($1,000.00) plus engineering charges per day** for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due or to become due the Contractor or shall be paid by the Contractor's surety.

If it is determined that the successful contractor is unable to complete work under this contract due to circumstances beyond the contractor's control the liquidated damages will be waived. Examples of situations beyond the contractor's control would be work that is not completed by others in a timely manor. All other road sections will need to be completed by the **November 9, 2012** time line unless extenuating circumstances arise.

CONTRACT AWARD: The City shall award the contract as determined by the base bid with or without the deduction for Item 304.32 (whichever is in the City's best interests).

B29-12

ITEMIZED BID SHEET

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
203.2	20	CY	Rock Excavation		$_____
			Written unit price: _____ Dollars		
203.36	300	CY	Remove Unsuitable Material		$_____
			Written unit price: _____ Dollars		
203.5	300	CY	Borrow		$_____
			Written unit price: _____ Dollars		
304.32	400	CY	Crushed Gravel		$_____
			Written unit price: _____ Dollars		
Deduction from unit price Item 304.32 when City provided recycled asphalt is substituted:					$_____
			Written deduction: _____ Dollars		
306.108	4800	SY	Reclaimed Stabilized Base		$_____
			Written unit price: _____ Dollars		
306.312	2400	GA	Liquid Calcium Chloride		$_____
			Written unit price: _____ Dollars		
403.11	2500	TN	Hot Bit. Pvmt. Machine-Wearing (Type E)		$_____
			Written unit price: _____ Dollar		

B29-12

ITEMIZED BID SHEET
(continued)

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
403.11	1900	TN	Hot Bit. Pvmt. Machine-Base/Shim (Type A)		$_____
			Written unit price:_____		Dollars
403.12	230	TN	Hot Bit. Pvmt. Hand Method		$_____
			Written unit price:_____		Dollars
410.22	1800	GA	Tack Coat		$_____
			Written unit price:_____		Dollars
415	0	SY	Geotextile Fabric		$_____
			Written unit price:_____		Dollars
417	25,000	SY	Cold Plane		$_____
			Written unit price:_____		Dollars
603.02	0	LF	New Vertical Granite Radius Curb		$_____
			Written unit price:_____		Dollars
604.45	17	EA	Adjust M/H's **Reclaim** and Frames		$_____
			Written unit price:_____		Dollars
604.55	12	EA	Adjust Catch Basins **Reclaim** and Frames		$_____
			Written unit price:_____		Dollars
604.45	31	EA	Adjust M/H's, CP/**Shim/ Overlay**		$_____
			Written unit price:_____		Dollars

B29-12

ITEMIZED BID SHEET
(continued)

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
604.55	39	EA	Adjust Catch Basins CP/**Shim/Overlay** Grates and Frames		$_____
			Written unit price:_____		Dollars
608.13	750	SY	3" Bituminous Sidewalk		$_____
			Written unit price:_____		Dollars
608.2	75	SY	Concrete Sidewalk		$_____
			Written unit price:_____		Dollars
609.5	2400	LF	Reset Granite Curb		$_____
			Written unit price:_____		Dollars
609.01	200	SF	Reset Brick walks		$_____
			Written unit price:_____		Dollars
609.52	500	LF	Bituminous curb		$_____
			Written unit price:_____		Dollars
618.7	1100	HR	Flaggers		$_____
			Written unit price:_____		Dollars
619	1	LS	Maint. of Traffic		$_____
			Written unit price:_____		Dollars

B29-12

ITEMIZED BID SHEET
(continued)

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
641.04	700	SY	Loam/Fert./Seed		$_____
			Written unit price:_____		Dollars
692	1	LS	Mobilization		$_____
			Written unit price:_____		Dollars
801	12	EA	Adjust Water Gate **Reclaim** Valve Boxes		$_____
			Written unit price:_____		Dollars
801	37	EA	Adjust Water Gate **CP/Shim/Overlay** Valve Boxes		$_____
			Written unit price:_____		Dollars
538			Allowance to replace Bridge deck Membrane as directed		$50,000

****

Total Cost:_____
(Figures)

Written Cost:_____Dollars

Total cost (figures and written) must equal the lump sum base bid submitted on the bid sheet. Do not include the deductions for item 304.32 or any alternate prices.

****

ITEMIZED BID SHEET
(continued)
ALTERNATE UNIT PRICING

The following unit prices will be used if City Council approves funding for the Alternate work listed reclaiming some streets and shim and overlaying some streets.

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
203.37	1200	CY	Remove Unsuitable Material		$_____
			Written unit price:_____		Dollars
203.6	1200	CY	Borrow		$_____
			Written unit price:_____		Dollars
203.2	45	CY	Rock Excavation		$_____
			Written unit price: _____		Dollars
304.33	350	CY	Crushed Gravel		$_____
			Written unit price:_____		Dollars

Deduction from unit price Item 304.32 when
City provided recycled asphalt is substituted: $_____

Written deduction:_____ Dollars

306.108	24,000	SY	Reclaimed Stabilized Base		$_____
			Written unit price:_____		Dollars
306.312	12,000	GA	Liquid Calcium Chloride		$_____
			Written unit price:_____		Dollars

B29-12

ITEMIZED BID SHEET
(continued)
ALTERNATE UNIT PRICING

403.11	2800	TN	Hot Bit. Pvmt. Machine-Base (Type A)	$_____
			Written unit price:_____ Dollars	
403.1	1400	TN	Hot Bit. Pvmt. Machine-Wearing (Type E)	$_____
			Written unit price:_____ Dollars	
417	725	SY	Cold Plane	$_____
			Written unit price:_____ Dollars	
403.12	650	TN	Hot Bit. Pvmt. Hand Method	$_____
			Written unit price:_____ Dollars	
410.22	610	GA	Tack Coat	$_____
			Written unit price:_____ Dollars	
415	125	SY	Geotextile Fabric	$_____
			Written unit price:_____ Dollars	
609.01	0	LF	New Straight Granite Curb	$_____
			Written unit price:_____ Dollars	
604.45	49	EA	Adjust M/H's, Grates **Reclaim** and Frames	$_____
			Written unit price:_____ Dollars	

B29-12

ITEMIZED BID SHEET
(continued)
ALTERNATE UNIT PRICING

604.55	49	EA	Adjust Catch Basins **Reclaim** and Frames	$_____
			Written unit price:_____	Dollars
608.13	2200	SY	Reconstruction 3" Bituminous Sidewalk.	$_____
			Written unit price:_____	Dollars
608.2	180	SY	Concrete Sidewalk	$_____
			Written unit price:_____	Dollars
609.5	3500	LF	Reset Granite Curb	$_____
			Written unit price:_____	Dollars
609.01	500	SF	Reset Brick walks	$_____
			Written unit price:_____	Dollars
609.52	550	LF	Bituminous curb	$_____
			Written unit price:_____	Dollars
618.7	3650	HR	Flaggers	$_____
			Written unit price:_____	Dollars
641.04	11000	SY	Loam/Fert./Seed	$_____
			Written unit price:_____	Dollars
692	1	LS	Mobilization	$_____
			Written unit price:_____	Dollars

B29-12

ITEMIZED BID SHEET
(continued)
ALTERNATE UNIT PRICING

801 25 EA Adjust Water Gate **Reclaim** Valve Boxes $_____

Written unit price:_____Dollars

619 1 LS Maint. of Traffic $_____

Written unit price:_____Dollars

****

Total Cost of Alternate :_____
(Figures)

Written Cost:_____Dollars

Total cost (figures and written) must equal the lump sum base bid submitted on the bid sheet. Do not include the deductions for item 304.32 or any alternate prices.

****

The following unit prices will be used to construct new 3" bituminous sidewalks and the setting of new granite curb if requested by residents.

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
608.1		SY	New 3" Bituminous Sidewalk.	$_____	
			Written unit price:_____	Dollars	
609.01		LF	New Straight Granite Curb	$_____	

The following unit prices will be used to shim and overlay existing sidewalks if deemed necessary rather than re-building them:

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
403.11		TN	Hot Bit. Pvmt. Machine-Wearing	$_____	$_____
			Written unit price:_____Dollars		
403.12		TN	Hot Bit. Pvmt. Hand Method	$_____	$_____
			Written unit price:_____Dollars		

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:_____

PLEASE COMPLETE, SIGN AND RETURN TO:

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

Due Date/Time: April 17, 2012 Not Later Than 2:00 PM

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: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership ☐
☐ Other

Exempt from backup withholding ☐

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)
City of Concord
311 N. State Street
Concord NH 03301

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social Security number —	**Employer identification number** —

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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 of 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
2012 COLDPLANE/OVERLAY, SHIM/OVERLAY AND PAVEMENT RECLAMATION PROJECT
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 response 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. The work, if awarded to you, will have the resident personal supervision of whom? State his/her name, title, and their special qualifications.

   _____
   _____
   _____

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

   a._____
   _____
   _____
   _____

   b._____
   _____
   _____
   _____

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

_____

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

B29-12, 2012 COLDPLANE/OVERLAY, SHIM/OVERLAY AND PAVEMENT RECLAMATION PROJECT

Insurance Requirements for All Contractors

Additional Coverage is Required if Checked	*Minimum Limits Required*
Commercial General Liability	
General Aggregate	$2,000,000
Products-Completed Operations Agg.	$2,000,000
Personal and Advertising	$1,000,000
Each Occurrence Injury	$1,000,000
Fire Damage (Any One Fire)	$ 50,000
Medical Expense (Any One Person)	$ 10,000
☐ Occurrence	
☐ Claims Made	
Additional Coverage to Include	
☐ Owners & Contractors' Protective – Limit	NA
☐ Underground/Explosion and Collapse	
Commercial Automobile Liability	
Combined Single Limit	$1,000,000
☐ 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	$1,000,000
☒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

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

NOTICE OF AWARD

Dated_____,2012

TO:_____

ADDRESS:_____

CITY'S PROJECT NO. B29-12_____

PROJECT: 2012 COLDPLANE/OVERLAY, SHIM/OVERLAY AND PAVEMENT RECLAMATION PROJECT

CITY'S CONTRACT NO.: B29-12_____

CONTRACT FOR: 2012 COLDPLANE/OVERLAY, SHIM/OVERLAY AND PAVEMENT RECLAMATION PROJECT

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 the CITY'S 2012 Coldplane/Overlay, Shim/Overlay and Pavement Reclamation Project. All terms, conditions, specifications and prices shall be in accordance with the CITY'S bid documents, B29-12, and the CONTRACTOR'S bid opened and publicly read on **April 17, 2012**.

The Contract Price of your contract shall be:

_____Dollars ($).
Written Figures

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (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 (separate 100 % Payment and Performance Bonds) and Insurance Certificate(s) as specified by B29-12; and

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 and 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

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY'S PROJECT NO. B29-12

PROJECT: 2012 COLDPLANE/OVERLAY, SHIM/OVERLAY AND PAVEMENT RECLAMATION PROJECT

CITY'S CONTRACT NO.: B29-12

CONTRACT FOR: 2012 COLDPLANE/OVERLAY, SHIM/OVERLAY AND PAVEMENT RECLAMATION PROJECT

_____
(Name of Contractor)

You are notified that you are to start performing your obligations under the Contract Documents within **ten (10) calendar days** of the date of this Notice to Proceed. In accordance with the Agreement, the date of completion is to be not later than **November 9, 2012** .

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

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

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

By _____
(Authorized Representative)

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

COPY TO GENERAL SERVICES DEPARTMENT

AGREEMENT

This AGREEMENT, made on the _____day of_____2012, by and between the City of Concord, New Hampshire, party of the first part, hereinafter called the **CITY** and _____the party of the second part, hereinafter called the **CONTRACTOR**:

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

ARTICLE I - SCOPE OF THE WORK

The **CONTRACTOR** hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the plan and described in the specifications for the project entitled "B29-12, **2012 COLDPLANE/OVERLAY, SHIM/OVERLAY AND PAVEMENT RECLAMATION PROJECT** " all in accordance with the requirements and provisions of the Contract Documents which are defined in Division 100, entitled "General Provisions", as contained in the Standards Specifications for Road and Bridge Construction of the State of New Hampshire, Department of Transportation, approved and adopted most recent edition, the **CITY'S** bid documents (B29-12 and all addenda) and the **CONTRACTOR'S** bid opened and publicly read on **April 17. 2012.**

ARTICLE II - TIME OF COMPLETION & LIQUIDATED DAMAGES

The work to be performed under this contract shall commence within **ten (10) calendar days** after written notice by the **CTIY** to the **CONTRACTOR** to proceed. The work shall be completed on or before **November 9, 2012** and with such extensions of time as are provided for in the General Provisions.

In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before November 9, 2012, the City shall deduct from the payments due the Contractor each month, the sum of **one thousand dollars ($1,000.00) plus engineering charges per day** for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due or to become due the Contractor or shall be paid by the Contractor's surety.

If it is determined that the successful contractor is unable to complete work under this contract due to circumstances beyond the contractor's control the liquidated damages will be waived. Examples of situations beyond the contractor's control would be work that is not completed by others in a timely manor. All other road sections will need to be completed by the **November 9, 2012** time line unless extenuating circumstances arise.

ARTICLE III - PAYMENT

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

_____ Dollars ($_____)

Written Figures

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

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

7. 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.

8. 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.

9. 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 **12-month warranty period** and released only after the City has accepted the project.

ARTICLE IV - ACCEPTANCE AND FINAL PAYMENT

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

be due the Contractor, less the retained percentage, shall be paid to the Contractor by the City within thirty days after the date of said final certificate.

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

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

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

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

WITNESS: CITY OF CONCORD, NEW HAMPSHRIE

_____ _____

Douglas Ross, Purchasing Manager

WITNESS: CONTRACTOR:_____

_____ _____

City of Concord, New Hampshire
Purchasing Division

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 N. State Street, Concord, NH 03301

(603)230-3664; FAX(603)230-3656; dross@concordnh.gov

www.concordnh.gov

Reference: B29-12

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 (B29-12, 2012 Coldplane/Overlay, Shim/Overlay & Pavement Reclamation Project, dated _____, for the following reasons:

_____ Item not supplied by our company.
_____ Bid specification (give reason(s), e.g., too restricted, not clear, etc,):
_____
_____ Profit margin on municipal bids too low.
_____ Past experience with City of Concord (give specifics, e.g., payment delay, bid process, administrative problems, etc)_____
_____
_____ Insufficient time allowed to prepare and respond to bid request.
_____ Bid requirement too large_____ or too small _____ for our company.
_____ Priority of other business opportunities limit time/other resources available to deliver or perform according to bid specifications.
_____ Other reason(s), please specify: _____
_____
_____

Company Name and Address:_____
_____

Phone: ( )_____

_____ _____
(Signature) (Typed/Printed Name & Title)

PROSECUTION OF WORK

1. Advance construction notice will be required in the Concord Monitor and over WKXL radio as well as direct notification to the Concord Police and Fire Department.

2. Given the nature of the work sites involved, it is the intent of this contract to complete all work in a continuous manner to minimize the project's duration and inconvenience to the traveling public.

3. Prior to the commencement of work, the Contractor shall submit to the General Services Director for review and approval, the following:
   a. Proposed construction schedule, including the number of working days required to complete each stage of the work.
   b. Proposed location of equipment and materials storage.

4. Upon completion of the work, the improvement areas shall be cleaned up to the satisfaction of the General Services Director including, but not limited to, removal of all spoil from the job site and cleanup of materials. It shall be the Contractor's responsibility to restore the adjacent areas to their former condition and the work will not be considered complete until all such restoration has been completed to the satisfaction of the General Services Director.

5. A pre-construction conference with involved city staff and utility personnel will be coordinated with the successful contractor prior to the start of work.

6. The contractor will be required to schedule all work in strict accordance to the agreed upon construction schedule and phasing. Maintenance of safe vehicular and pedestrian traffic throughout the project duration shall be the responsibility of the Contractor during construction. The contractor shall schedule the work to insure controlled one-lane traffic at all times. It is the intent that traffic be channeled around the work area utilizing 28 inch (28") traffic cones to maintain reasonably free-flowing one-lane traffic.

7. A *Street Excavation Permit* will be required from the Concord Community Development Department prior to any construction within the right-of-way. <u>The permit fee will be waived for this project.</u>

GENERAL REQUIREMENTS

A. Site Conditions

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

1. Subsurface or latent physical conditions at the site differing materially from those indicated on the approved plans;

2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the approved plans, or;

3. Encounters with a utility, whether damaged or simply unearthed, should that utility be improperly located or missing on the plans.

B. Control of the Work

1. Responsibility of Contractor: The Contractor is responsible for the construction of all improvements as shown on the drawings provided.; the Contractor shall employ a competent construction manager or management team capable of establishing and maintaining all horizontal and vertical layout control, bench marks and structure location to insure that all improvements will conform to the location, lines, levels, and grades as indicated on the drawings. Should site conditions so warrant, modifications to the plans shall be approved by the appropriate City Department prior to commencement of work.

2. Compliance to Requirements: the Contractor shall provide the City Inspectors safe access to the work area, proposed herein, for the purpose of ascertaining that the work is in accordance with specified requirements, even to the extent of uncovering or taking down portions of finished work.

B29-12. 2012 PAVMENT RECLAMATION AND SHIM/OVERLAY PROJECT

TECHNICAL SPECIFICATIONS

1. All work under this contract shall conform to the most current edition of the New Hampshire Department of Transportation "*Standard Specifications for Road and Bridge Construction*" and City of Concord Construction Standards most current issue. These are available on the City of Concord's internet web page concordnh.gov under Community Development Department in the Engineering Division.

2. The City reserves the right to reduce or expand the limits of work (bid quantities) in order to comply with the budgetary authorization by City Council.

3. All work must be completed by **November 9, 2012 . See attachment regarding LIQUIDATED DAMAGES.**

4. Maintenance of Traffic (Item #619.1) shall include furnishing, erecting, and maintaining all temporary construction signs, cones, etc. necessary for the completion of the construction activities. Operation signs and warning devices shall be provided in sufficient type, quantity and placement configuration to meet the standards of the Manual of Uniform Traffic Control Devices. The Contractor shall submit a traffic control plan to the General Services Department for review and approval prior to the start of work on any given roadway.

5. Contractor shall provide a list of equipment to be utilized on the project, along with a minimum of three (3) references of projects involving similar scope of work. This information shall be submitted with the bid.

ITEM 203 – DITCHING

DESCRIPTION

This work will consist of the excavation and disposal when necessary of all materials required to be removed to complete the work as ordered. Excavation for roadway ditches will be included in this item. The locations for the ditch work will be determined in the field.

The ditch will be excavated to approximately 1' below the finish pavement grade. A two foot minimum shoulder, measured from the edge of the existing pavement, will be installed and the top of the ditch will start at the end of the shoulder and tie into existing ground as soon as possible on the other side of the ditch.

MEASUREMENT AND PAYMENT

Ditching shall be measured by the linear foot to the nearest linear foot along the edge of the paved roadway. Removal and disposal of ditch material will be subsidiary to this item.

PAY ITEMS AND UNITS

203	Ditching	Linear Foot

ITEM 306 - RECLAIMED STABILIZED BASE
MATERIALS AND PLACEMENT

1. This work shall consist of pulverizing the existing pavement together with the base course material. The pulverizing operation shall blend the existing pavement and base course into a homogeneous mass, utilizing the bitumen contained in the existing pavement as a stabilizer. Reclaimed stabilized base may require removal and/or re-handling, subsidiary to this item, where unsuitable materials are encountered or where adjustments to the road grade are necessary to promote proper drainage.

2. The pulverizer shall be a self-propelled machine, especially manufactured for cold in-place recycling type work, and capable of reducing 95 percent of the required cold in-place recycled material to a size which will pass a two inch (2") square mesh sieve with no chunk larger than four inches (4") or with the remaining five percent (5%) not so large as "to adversely affect the stability and structural integrity of the mixture nor to hamper the shaping operation".

3. Liquid Calcium Chloride shall be provided by the manufacturer as a true solution and shall not be reconstituted from flake calcium chloride. The calcium shall meet the specifications described in ASTM Designation D98; AASHTO-M144, Type I or II. The liquid calcium chloride shall be mixed by the reclaimer to full depth into the pulverized material at the rate of approximately 0.75 gallons per square yard. After the final grading has been completed, a light application of 0.25 gallons of liquid calcium chloride per square yard shall be applied.

4. Surplus or unsuitable material shall become the property of the Contractor. The City may provide site for disposal of excess material which would become the property of the City upon delivery.

MEASUREMENT AND PAYMENT

1. Reclaimed stabilized base will be paid for at the contract unit price per square yard, complete in place, compacted, fine graded, and at the depth specified. Reclaimed stabilized base may require removal and/or rehandling, subsidiary to this item, where unsuitable materials are encountered or where adjustments to the road grade are necessary to promote proper drainage.

2. Crushed gravel will be measured by converting tons to cubic yards - (one ton = 0.67 CY compacted). Crushed gravel will be paid for at the contract unit price per cubic yard, complete in place. Recycled ground asphalt may be provided by the City at its option to replace crushed gravel material for specified deduction to complete in place unit price. Loading and trucking of recycled asphalt supplied by the City will be the Contractors responsibility. The City may supplement trucking of recycled asphalt at its discretion.

ITEM 306 - RECLAIMED STABILIZED BASE
(continued)

3. Liquid calcium chloride will be paid for at the contract unit price per gallon of the specified solution actually distributed; yet not to exceed the application rate per square yard specified by more than ten percent.

PAY ITEMS AND UNITS

306.108	Reclaimed Stabilized Base	Square Yards
306.312	Liquid Calcium Chloride	Gallons

ITEM 304.32 - CRUSHED GRAVEL FOR SHOULDERS

MATERIALS AND PLACEMENT

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

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

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

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

MEASUREMENT AND PAYMENT

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

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

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

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

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

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

ITEM 304.32 - CRUSHED GRAVEL FOR SHOULDERS (continued)

PAY ITEMS AND UNITS

304.32	Crushed Gravel (or substitute)	Cubic Yard

ITEMS 403 - HOT BITUMINOUS PAVEMENTS

MATERIALS AND PLACEMENT

1. Base Course:
    a. Base Course Material: Base course material shall conform to the composition of mixtures in Section 401 of the NHDOT Standard Specifications current edtion.
    b. Placement of Base Course: Placement of the base course shall be in close conformity with the lines and grades, thickness and typical cross-section as shown.
2. Wearing Course:
    a. Wearing Course Materials Wearing course material shall conform to the composition in Section 401 of the NHDOT Standard Specifications current edtion.
    b. Placement of Wearing Course: : Prior to application of the wearing course; for designated sections of road within the project location, a 20' butt joint tapering from 0" to 1" will be cold planed. Placement of the wearing course shall be in close conformity with the lines and finish grading. It shall be applied on the previously placed based course.
3. Environmental conditions: Pavement shall be placed only when the underlying surface is swept clean, dry, frost free and the surface temperature is 50 degrees Fahrenheit and rising.
4. Thickness of pavement: Unless otherwise directed the thickness of the base course shall be two (2) inches and the wearing course shall be one (1) inch of compacted thickness after rolling.
5. Removal of Unsatisfactory Material: If any imperfect places are found in the wearing course, the Contractor shall remove the unsatisfactory material and replace it with satisfactory material after coating the exposed edges with suitable bituminous emulsion. The limits and method of repair will be determined by the City.
6. Requirements for Paving up to Driveways: The Contractor shall extend all pavement overlays into existing drives as directed by the City. The driveways shall be trimmed as needed to ensure a smooth transition with the new overlay. **Trimming will be included in this item.**
7. Specifications of Sections 401 and 403 of NHDOT *"Standard Specifications for Road and Bridge Repair" most current edition* apply.

ITEMS 403 - HOT BITUMINOUS PAVEMENTS
(continued)
MEASUREMENT AND PAYMENT

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

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

PAY ITEMS AND UNITS

403.11	Hot Bituminous Pavement-Machine Method-wear course	Ton
403.11	Hot Bituminous Pavement-Machine Method-base course	Ton
403.12	Hot Bituminous Pavement-Hand Method	Ton
609.52	Bituminous Curb	LF

ITEM 410.2 - TACK COAT EMULSION

MATERIALS AND PLACEMENT

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

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

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

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

MEASURMENT AND PAYMENT

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

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

PAY ITEM AND UNITS

410.22	Bituminous Surface Treatment (Tack Coat)	Gallon

ITEM 417 - COLD PLANING OF BITUMINOUS SURFACES

DESCRIPTION

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

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

CONSTRUCTION REQUIREMENTS

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

The equipment shall have an effective means for controlling dust.

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

MEASUREMENT AND PAYMENT

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

PAY ITEMS AND UNITS

417	Cold Planing Bituminous Surfaces	Square Yard.

ITEM 415 - GEOTEXTILE FABRIC

MATERIALS AND PLACEMENT

A soil stabilization fabric may be needed to provide strength in applications over weak subgrades. Should unsuitable soils be encountered, the City will determine what action is required. Should a geotextile fabric be requested the contractor will submit the product proposed for consideration. The woven or non-woven geotextile fabric selected will be placed between the new subgrade material and the reclaimed base material.

MEASUREMENT AND PAYMENT

Fabric selected for subgrade stabilization will be paid for by the actual square yard coverage installed according to the manufacturer's recommendations.

PAY ITEMS AND UNITS

415	GeoTextile Fabric	Square Yard

ITEM 604 - ADJUST MANHOLE/CATCH BASINS AND FRAMES

MATERIALS AND PLACEMENT

Structures within the limits of pavement reclamation shall have the frames and grates or covers removed or lowered below the bottom of the intended base course of bituminous pavement.

After the base course has been compacted, these structures shall be set to their final grade. Backfill necessary around the structure shall be made with ¾" stone and the top of stone will be a minimum of 3" below finish pavement to allow for 3" of pavement around the frame.

Upon completion each structure shall be cleaned of silt, debris, or any other material of any kind and kept clean until final acceptance of the work. Build up of silt, debris or any other material in adjacent piping shall be removed before final acceptance.

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

MEASUREMENT AND PAYMENT

The accepted quantities of grates and frames or manhole covers and frames adjusted will be paid for at the contract unit price each complete in place. Asphalt pavement patch will be paid for under Item 403.13, Hot Bituminous Pavement-Hand Method. The ¾" stone backfill will be subsidiary to this work. Payment for each unit includes 2 coarse of brick, extra brickwork will be paid per coarse. ie: 1 coarse of brick equals ¼ structure. A coarse will be defined as a row of bricks laid flat, bricks laid on the side (shoulder coarse) will considered 1 ½ coarse, a coarse of half bricks will be deemed as a full coarse.

PAY ITEMS AND UNITS

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

ITEM 608 - SIDEWALKS

MATERIALS AND PLACEMENT

This work shall consist of constructing new or replacing deteriorated sidewalks as ordered and shown on the plans within the work area with hot bituminous pavement sidewalks. Replacement includes removal of deteriorated walks, use base material supplied by the City and place base material and pave the new sidewalk with 3" of bituminous sidewalk mix, 2" binder and 1" wearing course. New sidewalks will consist of grubbing out any loam or objectionable material to 8" below finish grade for bituminous and 10" below finish grade for concrete and placing 6" of reclaimed asphalt from the Ft. Eddy storage site, compacting the reclaim and placing either 3" of bituminous pavement or 4" of reinforced concrete as directed.

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

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

The compacted binder course shall be two inches in thickness and the compacted wearing course shall be one inch in thickness.

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

Concrete tip downs for handicap access will be required on all sidewalks when they intersect with a cross street. Concrete tip downs or concrete sidewalks will be 4" thick reinforced concrete 3000 pound mix as per City of Concord Construction Standards, revised 2006 edition. The City will supply an ADA approved treatment that will be installed in the concrete tip downs by the Contractor in place of exposed aggregate surfaces. All sub grade and base preparation will be the same as for Bituminous sidewalks. All tip downs and concrete sidewalks will receive a protective coating of Silane-Siloxane as per NHDOT *Standard Specifications for Road and Bridge Construction* Section 608.

ITEM 608 – SIDEWALKS (CONTINUED)

MEASUREMENT AND PAYMENT

Bituminous and concrete sidewalks shall be measured by the square yard, complete and in place, of finished surface to the nearest Square Yard. Concrete tip downs will be paid by Square Yard installed. The City will supply an ADA approved treatment that will be installed in the concrete tip downs by the Contractor in place of exposed aggregate surfaces, which will be subsidiary to this item. Any excavation and removal of existing pavement grubbing or objectionable material to get to sub grade is subsidiary to this item.

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

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

PAY ITEMS AND UNITS

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

ITEM 609.5 - RESET GRANITE CURB

MATERIALS AND PLACEMENT

This work shall consist of removing identified sections of curbing, excavating and removing unsuitable base material, replacing and compacting base material to a firm even surface and replacing curbing to match grade specified or continue grade line of surrounding curbing. New sections of curbing specified will be supplied by the City for setting under this item or supplied as part of the alternate at the City's discretion.

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

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

MEASUREMENT AND PAYMENT

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

The ordered quantities will be paid for at the contract unit price, complete and in place. New or replacement curbing material required will be provided by the City and installed at the unit price or new curbing will be supplied, installed and paid at the alternate price listed on the bid sheet.

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

PAY ITEMS AND UNITS

609..01	Straight Granite Curb	Linear Foot
609.02	Curved Granite Curb	Linear Foot
609.5	Reset Granite Curb	Linear Foot

ITEM 618 - FLAGGERS

SCOPE

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

REQUIREMENTS

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

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

MEASUREMENT AND PAYMENT

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

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

PAY ITEMS AND UNITS

618.7	Flaggers	Hour

ITEM 619 - MAINTENANCE OF TRAFFIC

SCOPE

This work shall consist of providing and maintaining safe and passable traffic accommodations for public travel, preventing dust nuisance, furnishing, erecting and maintaining construction signs, barricades, delineator lights, flashers and other warning devices as shown on the plans or as required by the General Services Director. All traffic control devices used on street and highway construction, maintenance, utility or incidental management operations shall conform to the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The Contractor will also be responsible for all temporary stop bars to be placed after the base pavement has been placed at all stop signs and maintained until the wearing course of pavement has been placed. The Contractor will also be responsible for all temporary stop bars to be placed after the wearing pavement has been placed at all stop signs and maintained until the City can paint the permanent pavement markings. The Contractor will also be responsible for the placement of RPM's on the centerline as directed. All permanent pavement markings will be installed by the City.

CONSTRUCTION REQUIREMENTS

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

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

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

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

ITEM 619 - MAINTENANCE OF TRAFFIC
(Continued)

MINIMUM SIGN PACKAGE REQUIREMENTS

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

MEASUREMENT AND PAYMENT

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

PAY ITEMS AND UNITS

619.1 Maintenance of Traffic — Unit (Lump Sum)

ITEM 640 - LOAM/FERTILIZER/SEED

MATERIALS AND PLACEMENT

1. Loam shall consist of loose friable topsoil with no admixture of refuse or material toxic to plant growth. It shall be screened loam free from stones, lumps, stumps, or similar objects larger than 1/2 inch in greatest diameter, subsoil, roots, and weeds. The minimum and maximum pH shall be 5.5 to 7.6. Loam shall contain a minimum of 3 percent and maximum of 10 percent organic matter. Not more than 65 percent shall pass a No. 200 sieve as determined by wash test in accordance with ASTM D 1140. In no instance shall more than 20 percent of material passing the No. 4 sieve consist of clay particles.

2. Loam shall be spread upon a previously prepared subgrade surface to a depth of 4 inches, rolled and raked carefully to remove objectionable material and compacted as directed to provide a consistent grade.

3. Grass seed shall be Type 15 Park Seed or Type 44 Slope Seed as defined by NHDOT.

4. Fertilizer shall be uniformly applied by either dry or wet method at a rate to provide between 2.0 and 2.2 pounds of nitrogen per 1000 square feet. Only initial fertilization is required.

MEASUREMENT AND PAYMENT

Loam, seed and fertilizer shall be paid as a combined unit per square yard complete and in place.

PAY ITEMS AND UNITS

640	Loam/Seed/Fertilizer	Square Yard

ITEM 692 - MOBILIZATION

DESCRIPTION

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

MEASUREMENT AND PAYMENT

1. This item will be measured as a unit.

2. Partial payments will be paid when invoiced as follows:
   (a) When 5 percent of the contract has been earned, the lesser of 25 percent of item amount or 2½ of original contract amount.
   (b) When 10 percent of the contract has been earned, the lesser of 50 percent of item amount or 5 percent of the original contract amount.
   (c) When 25 percent of the contract has been earned, the lesser of 60 percent of item amount or 6 percent of the original contract amount.
   (d) When 50 percent of the contract has been earned, the lesser of 100 percent of item amount or 10 percent of original contract amount.
   (e) Upon completion of all work, any part of the item amount in excess of 10 percent of the original contract price.

3. The total sum of all payments will not exceed the original contract amount bid for this item under any circumstances.

PAY ITEM AND UNITS

692	Mobilization	Unit (Lump Sum)

ITEM 800 – ADJUST WATER GATE VALVE BOXES/CURB STOPS

MATERIALS AND PLACEMENT

Gate valve boxes and curb stops within the limits of pavement reclamation shall be lowered below the bottom of the intended reclamation depth but not less than 14". ½" plywood covers or equivalent shall be used to keep dirt and debris out of the gate boxes and curb stops so we can maintain access in case of an emergency.

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

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

MEASUREMENT AND PAYMENT

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

PAY ITEMS AND UNITS

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