REQUEST FOR PROPOSAL

SPECIFICATIONS

AND

CONTRACT AGREEMENT

FOR

COLDPLANING AND RESURFACING - ON-CALL

FY20-500-28

CITY OF MANCHESTER
DEPARTMENT OF PUBLIC WORKS
HILLSBOROUGH COUNTY
HIGHWAY COMMISSION

Toni Pappas        Chairman
Patrick Robinson   Vice-Chairman
James Burkush     Clerk
Trixie Vazquez    Commissioner
Armand Forest     Commissioner

______________________________________________
Kevin A. Sheppard, P.E.  Public Works Director

______________________________________________

CITY OF MANCHESTER

New Hampshire

REQUEST FOR PROPOSAL
SPECIFICATIONS
and
CONTRACT AGREEMENT

for

COLDPLANING AND RESURFACING - ON-CALL

FY20-500-28

Prepared by

CITY OF MANCHESTER, NEW HAMPSHIRE
DEPARTMENT OF PUBLIC WORKS
HILLSBOROUGH COUNTY
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INVITATION FOR BIDS

Sealed bids from prequalified contractors will be received at the office of the Department of Public Works of the City of Manchester, New Hampshire before or at 1:15 P.M., prevailing time on Thursday, February 27, 2020 for the following described services.

COLDPLANING AND RESURFACING - ON-CALL
FY20-500-28

This contract consists of coldplaning and repaving approximately three miles of streets within the City of Manchester ranging in size from 1,500 SY to 30,000 SY. Work shall include coldplaning of existing pavement to various depths including removal, reinstallation and adjustment utility structure castings, placement of level courses and wearing courses of pavement and restriping.

Certified Check/Bid Bond $30,000

Specifications may be seen at the office of the Department of Public Works, 475 Valley Street or viewed or at the following website:

http://www.manchesternh.gov/Departments/Purchasing/Bid-Opportunities-and-Results

All individuals, firms, partnerships or corporations intending to bid, must be prequalified for the project. Prequalification forms may be obtained at the Office of the Department of Public Works for five ($5.00) dollars or from the following website:

http://www.manchesternh.gov/purchasing.

Sealed Prequalification Statements will be received at the Office of the Department of Public Works until 5:00 P.M. prevailing time on February 7, 2020.

Bids must be completed in both words and numerals on regular proposal forms, which shall be submitted in a sealed envelope marked: "Proposal for the COLDPLANING AND RESURFACING -ON-CALL, FY20-500-28", addressed and delivered to the Department of Public Works not later than the date and time mentioned above, at which time they will be publicly opened and read aloud.

Bids must be accompanied by a Certified Check or Bid Bond in the amount listed above, payable to: "Department of Public Works, City of Manchester, N.H.", as security for the execution of the contract.
A Performance and Payment Bond each in the amount of 100 percent of the contract price will be required of the successful bidder.

The City of Manchester is an equal opportunity/affirmative action agency. All qualified bidders will receive consideration without regard to race, color, religion, creed, age, sex, or national origin. The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, 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, sex, age, or disability in consideration for an award.

The right is reserved to waive any informalities in or reject any or all bids and to accept the bid that is deemed most favorable to the interest of the City of Manchester.

A $5.00 non-refundable mailing fee will be charged for specifications mailed to any contractor. Checks should be mailed to Department of Public Works, 475 Valley Street, Manchester, N.H. 03103.

Questions may be directed to David Winslow or Owen Friend-Gray or at 624-6444.

Department of Public Works, City of Manchester, N.H.

By: HIGHWAY COMMISSION

Toni Pappas, Chairman

Patrick Robinson, Vice-Chairman
Trixie Vazquez, Commissioner

James Burkush, Clerk
Armand Forest, Commissioner

Kevin A. Sheppard, P.E.
Public Works Director
INSTRUCTIONS TO BIDDERS

GENERAL:

1. Bids will be received by the City of Manchester, New Hampshire at the place and until the time specified in the Invitation to Bid and then publicly read aloud for the information of bidders and others properly interested who may be present either in person or by representative. NO PROPOSALS WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.

2. The following meanings are attached to the defined works when used in this document:
   a. The word "City" means City of Manchester, New Hampshire.
   b. The word "Bidder" means the person, firm, or corporation submitting a proposal on these specifications or any part thereof.
   c. The word "Contractor" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Sealed Bid Invitation and the Contract.
   d. The words "firm price" shall mean a guarantee against price increase during the life of the Contract.

3. Strict compliance with the requirements of the Invitation to Proposal, terms and conditions, and the instructions printed is necessary. All blank spaces must be filled in. Signatures of the responsible owner/representative of the firm must be in ink. No reproductions/duplications/copies will be accepted.

4. Each proposal must give the full business address of Bidder and be signed by him with his usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other title without disclosing his principal may be held to be the bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. All Bids must be signed by an authorized, responsible officer or employee having the capacity to enter into contracts.
5. Proposals must be securely sealed in a suitable envelope, (facsimile or electronic submissions will not be accepted) addressed and marked on the outside as follows:

   **Cold Planing and Resurfacing – On Call**
   **FY20-500-28**

6. Bidders’ names and address must appear on the upper left hand corner of the sealed envelope.

7. The entire solicitation document is to be returned when submitting a Proposal, unless otherwise directed by the solicitation document. Failure to return all pages may result in a determination that the submittal is non-responsive.

    **PLEASE NOTE: THE CITY OF MANCHESTER IS NOT RESPONSIBLE FOR PROPOSALS NOT PROPERLY MARKED.**

8. It will be the responsibility of the Bidder to see that their bid is received by the Department of Public Works as specified.

9. Each Proposal is received with the understanding that the acceptance in writing by the City of the Bidder to furnish any or all of the services described therein or as otherwise negotiated shall constitute a contract between the Bidder and the City.

10. A contract agreement that is customarily employed by the City will be used and will incorporate the original solicitation with all terms, condition and specifications of the sealed Proposal. A copy of the contract agreement is attached hereto.

11. Proposals may be withdrawn upon written or electronic request received from Bidders prior to the time affixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the Proposal after it has been opened.

12. The solicitation document maintained by the Department of Public Works, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between Proposal documents submitted to the City, but not clearly listed on the exception page of the document or as an exception by the Bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the Bidder may be cause to disqualify your Proposal.
13. Award will be made in the best interest of the City taking into consideration factors set forth in the City of Manchester Procurement Code. Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the Purchasing Website: www.manchesternh.gov/bids.

14. No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this sealed Proposal. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made in writing, addressed and forwarded to:

   **Mr. David Winslow**  
   **Email:** dwinslow@manchesternh.gov  
   **Subject: Cold Planing and Resurfacing – On Call, FY20-500-28**

All questions must be received no later than 12:00 pm, Tuesday, February 18, 2020. Any questions received after that time will not be answered. Every interpretation made to a Bidder will be in the form of an addendum to the Sealed Proposal Invitation which, if issued, will then be posted on the website: www.manchesternh.gov/bids as an addendum no later than five (5) business days from when Bids are due. All such addenda shall become part of the complete Sealed Proposal Invitation. It is the Bidder’s responsibility to check the website prior to the submittal deadline to ensure that the Bidder has a complete, up-to-date Proposal package.

15. If issued, addenda to this solicitation will be posted in the Purchasing Department’s website: www.manchesternh.gov/bids. It is the Bidders responsibility to check the website prior to the submittal deadline to ensure that the Bidder has a complete, up-to-date package.

16. Proposals that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the City. The Proposal must be filled out completely and accurately.

17. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner of the firm must be in ink.

18. Unless otherwise negotiated, no additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges.

19. As the City is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.

20. The services on which Proposals are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In
submitted Proposals on services other than as specified, Bidder shall furnish complete data and identification with respect to the alternate services they propose to furnish.

21. Consideration will be given to Proposals submitted on alternate services to the extent that such action is deemed to serve the best interests of the City. The Bidder must furnish any information (specifications or test results) which will help in determining whether an item is equal or superior to our bid standards. If the Bidder does not indicate that the services he proposes to furnish is other than specified, it will be construed to mean that the Bidder will furnish the exact services described.

22. Should the Contractor fail to meet the deadline set forth in specifications the City reserves the right to procure services from other sources and hold Contractor liable for any excess costs.

23. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

24. The Bidder certifies that no official or employee of the City or State of New Hampshire has a pecuniary interest in the bid or in the Contract that the Bidder offers to execute or in the expected profits to arise there from, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a bid.

25. The City reserves the right to waive any informality in any Proposal, to reject any and all Proposals wholly or in part, and to make awards in a manner deemed in the best interest of the City, including issuing multiple awards.

26. Bid security, in the form of a bid bond, deposit of cash, or certified check, bank cashier’s or bank official’s check drawn on a solvent bank, payable to the “City of Manchester” in the required amount (see specifications) must accompany each Proposal as a guarantee that if the Proposal is accepted a contract will be entered into. Such deposits of all Bidders will be held by the City until all Proposals submitted shall have been canvassed and the Proposals have either been rejected in whole or in part or the award of the contract has been made. The bid deposit of the successful Bidder will be held until a contract is duly executed. Bid deposits will be returned to unsuccessful bidders within two (2) weeks after execution of the contract. If the successful Bidder to whom a contract shall have been awarded refuses to execute the Contract and to furnish the insurance certificate and performance and/or
payment bonds herein described within the ten (10) business days after award of the Contract, the amount of the bid deposit shall be forfeited to and retained by the City as liquidated damages for such neglect or refusal.

27. The successful Bidder will be required to furnish a bond or certified check on a solvent bank payable to the: “City of Manchester” in the required amount (see specifications) as a guarantee of the faithful performance thereof. The Bonding Company shall be authorized to conduct business in the State of New Hampshire by the State of New Hampshire’s Insurance Commissioner.

28. The successful Bidder will be required to furnish a payment bond or a certified check on a solvent bank payable to the “City of Manchester” in the required amount (see specification) as security for the payment of all labor performed or furnished, and for all materials used in the fulfillment of said contract. The bonding company shall be authorized to conduct business in the State of New Hampshire by the State of New Hampshire.

29. The Bidder, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the City from all damages to life and property arising out of the performance of this Contract due to the Bidder's negligence, that of his employees, subcontractors, etc., or due to the negligence of the City, its employees, representatives, agents, etc.

30. The City of Manchester may withhold acceptance of or reject any merchandise, material or product which is found, upon examination, not to meet the specification requirements. When rejected, it shall be removed by the Contractor within ten (10) days after notification of rejection.

31. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Public Works Director or designee.

32. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the City, and all City Ordinances insofar as they apply to the laws of competitive Bids, contracts and purchases are made a part hereto.

33. All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and/or the State of New Hampshire.

34. The Bidder to whom a contract is awarded guarantees to the City that all warranties of merchantability and fitness for a particular purpose as provided for in New Hampshire 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.
35. Payment Terms:

   a. The successful bidder shall keep accurate, document records of time, material and transportation allocable to the Contract. Related records will be available for audit purposes during normal business hours, as often as deemed necessary.

   b. Payments shall be made within 15-45 days of delivery and acceptance of contracted item(s)/services or upon receipt of a verified request for payment, whichever is later.

   c. Pay requests shall be on forms approved by the Department.

   d. Requests for payment must be submitted to:

      Mr. David L. Winslow  
      Department of Public Works  
      475 Valley Street  
      Manchester, NH 03103  
      Email: dwinslow@manchesternh.gov

36. The Public Works Director may terminate the contract for breach by the Contractor of any of the provisions of the contract by giving the Contractor ten (10) days’ notice by registered mail.

37. The City may terminate the Contract at any time by giving written notice to Contractor of such termination and specify the effective date thereof, at least ten (10) days before the effective date of such termination.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT**
STANDARD SPECIFICATIONS
FOR ROAD, DRAIN & SEWER CONSTRUCTION

These specifications are intended to relay to developers, contractors and other builders and trades, information concerning the Department of Highways' requirements relative to all construction under its jurisdiction in the City of Manchester, NH.

To facilitate this end, the Standard Specifications have been divided into three parts as follows:

PART I -- PUBLIC IMPROVEMENTS

Part I of the Standard Specifications outlines the Department's requirements concerning public improvements included in site development and subdivision projects. These requirements shall also apply to off-site improvements conducted within streets, rights-of-way, easements or other public lands belonging to the City of Manchester, New Hampshire.

All work relative to the above shall be conducted according to Section V of this part and the Technical Specifications as outlined in Part III.

PART II -- CONTRACT GENERAL PROVISIONS

Part II of the Standard Specifications outlines the Department's contractual requirements concerning work for road, drain and sewer projects along with other related work. These requirements shall apply to all such work contracted by the City of Manchester, Department of Highways and shall be considered a part of all proposals.

PART III -- TECHNICAL SPECIFICATIONS

Part III of the Standard Specifications outlines the Department's detailed requirements concerning the control of material, rules of construction and basis of payment. Supplemental Specifications not yet considered standard and Special Provisions for explaining items of work unique to a specific project, will be included in the proposal forms prepared by the Department.

The sections included in this part along with any Supplemental Specifications and Special Provisions, shall be considered a part of all proposals.

A copy of the Standard Specifications can be found on the City’s website at:

http://www.manchesternh.gov/Departments/Public-Works
BID SECURITY

The undersigned agrees to comply with the requirements as to the conditions of employment, wage rates and hours of labor set forth in the Form of "Contract Agreement". The undersigned hereby agrees to complete all the work shown or specified under this contract and as shown on the contract drawings as specified in the contract documents and he further agrees that the OWNER may retain from the moneys that are or which may become due an amount of two hundred dollars ($200.00) plus engineering charges for each and every calendar day (Sunday and holidays excluded) of time consumed in completing the work beyond the time conditions stipulated above or any extension of time that is duly authorized and such amount so to be retained, is hereby agreed to be liquidated damages accruing to the OWNER incident to such delay.

The undersigned agrees that if he is selected as CONTRACTOR, he will within ten (10) days, (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the "Awarding Authority", execute a contract in the form attached hereto and furnish a Performance Bond and also a labor and materials or Payment Bond, each of a surety company registered and licensed to do business in the State of New Hampshire and satisfactory to the OWNER and each in the sum of at least one hundred percent (100%) of the contract price, the premiums for which are to be paid by the CONTRACTOR and are included in the bid price.

The undersigned understands that the OWNER reserves the right to reject any and all bids and to waive any informalities in the bidding.

________________________________________
Contractor's Signature

________________________________________
Title

________________________________________
Date
Certificate of Acknowledgment of Contractor, if a Corporation

State of ______________________,

ss:

County ______________________,

On this _____ day of __________, 2020

before me personally came ___________________

to me known, who being duly sworn did say as follows:

that he resides at: ____________________________

and is the ____________________

of __________________________

the corporation described herein and which executed the foregoing instrument; that he
knows the corporate seal of said corporation; the seal affixed to the foregoing instrument
is such corporate seal and it was so affixed by order of the Board of Directors of said
corporation and by the like order, he signed thereto his name and official designation.

_____________________________
Notary Public (seal)

My commission expires:___________________________
The City of Manchester acting through its Department of Public Works hereinafter called the "Awarding Authority", requests bids for the furnishing of all labor, equipment and materials required for the construction of the "COLDPLANING AND RESURFACING ON-CALL" contract in accordance with the plans and specifications prepared by the City of Manchester, Department of Public Works.

The Bidder declares that the attached Proposal therein referred to has been carefully examined and is understood. It is proposed and agreed, if the bid is accepted, to Contract with the Owner to the required work in the manner set forth.

The undersigned as Bidder declares that the only person or parties interested in this proposal as principals are those named herein; that this Proposal is made without collusion with any other firm, that the undersigned has carefully examined the location of the proposed work, the proposed form of contract and the plans and specifications therein referred to, and the undersigned proposes and agrees if this Proposal is accepted, he will contract with the "Awarding Authority" to provide all the necessary labor, machinery, tools, apparatus and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein described and according to the requirements of the Engineer therein set forth and the undersigned will take full payment therefore, the following unit and total prices:

Total price of this Proposal (for comparison of bids) based on the estimated quantities is:

Total Price In Words $ Total Price In Figures

CONTRACTOR: _________________________

BY: _________________________

TITLE: _________________________

It is agreed that the total price presented above, is to be used solely for the comparison of bids to determine the apparent low bidder.

Addendums received ____________________________
PROPOSAL

The undersigned agrees that this Bid shall be good and may not be withdrawn for a period of one hundred fifty (150) calendar days after the scheduled closing time for receiving bids.

This Proposal includes Addenda No.: ______________________

_____________________________________
Contractor (Bidder) (seal)

By: ____________________________
    (Signature and Title)

Address: __________________________

_____________________________________

Being a (corporation incorporated)
    (under the laws of the    )
   (State of _______________)
   (Partnership,    )
   (Individual    )

Composed of Officers, partners, or owner, as follows:

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CITY OF MANCHESTER
Department of Highways

INFORMATION REPORT

PROJECT: COLDPLANING AND RESURFACING ON-CALL

DATE BIDS OPENED: At 1:15 P.M., February 27, 2020

PROJECT TYPE: This work consists of coldplaning and resurfacing and paving at several locations around the City and will include the replacement of traffic signal loops and resetting of structures.

CONTRACT PERIOD: The contract period for this project shall be 12 months from the date specified in the Notice to Proceed. The time frame for individual projects will be determined by mutually agreement between the Contractor and the City.

PROPOSAL GUARANTEE: $30,000.00
This proposal shall be filled in by the bidder in ink with the prices written in both words and numerals and the extensions shall be made by him. Amount in words will govern.

Due to limited funding for this project, the City of Manchester intends to delete any part of this work necessary to keep the expenditures within the limits of available funds.

<table>
<thead>
<tr>
<th>Bid Item Number</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Description (Bid Price in Words)</th>
<th>Unit Price (Bid in Figures)</th>
<th>Total Price (Bid in Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>304.32</td>
<td>200</td>
<td>TON</td>
<td>Crushed Aggregate for Shoulder Leveling</td>
<td>______________________________dollars and ______________________________cents per TON</td>
<td></td>
</tr>
<tr>
<td>403.112</td>
<td>600</td>
<td>TON</td>
<td>HMA 19.0mm (3/4”), Machine Method</td>
<td>______________________________dollars and ______________________________cents per TON</td>
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<tr>
<td>403.113</td>
<td>5,000</td>
<td>TON</td>
<td>HMA 12.5mm (1/2”), Machine Method</td>
<td>______________________________dollars and ______________________________cents per TON</td>
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</tr>
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<td>TON</td>
<td>HMA 9.5mm (3/8”), Machine Method</td>
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</tr>
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<td>TON</td>
<td>HMA, Hand Method</td>
<td>______________________________dollars and ______________________________cents per TON</td>
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<tr>
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<td>2,000</td>
<td>TON</td>
<td>HMA (High Strength), Machine Method</td>
<td>______________________________dollars and ______________________________cents per TON.</td>
<td></td>
</tr>
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<td>800</td>
<td>TON</td>
<td>HMA Leveling, Machine Method</td>
<td>______________________________dollars and ______________________________cents per TON.</td>
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</tr>
<tr>
<td>417.01</td>
<td>5,000</td>
<td>SY</td>
<td>Cold Planing of Bituminous Surfaces (1” deep)</td>
<td>______________________________dollars and ______________________________cents per SY</td>
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<tr>
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<td>Estimated Quantity</td>
<td>Unit</td>
<td>Description (Bid Price in Words)</td>
<td>Unit Price (Bid in Figures)</td>
<td>Total Price (Bid in Figures)</td>
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<td>417.02</td>
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<td>417.03</td>
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<td>SY</td>
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<td>and _______________________________ dollars and _______________________________ cents per SY</td>
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<td></td>
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<td>and _______________________________ dollars and _______________________________ cents per EA.</td>
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<td>Polyethelyne Liners</td>
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<td>$100 EA</td>
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<td>Inductive Loop Detectors</td>
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<td>$15 EA</td>
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<td>618</td>
<td>50,000</td>
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<td>Uniformed Officers and Flaggers</td>
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<td>One dollar and zero cents per DOLLAR</td>
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<td>Reflectorized Paint, 4” Single Solid Line</td>
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<td>LF</td>
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<td>$800 LF</td>
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<td></td>
<td></td>
<td>and _______________________________ dollars and _______________________________ cents per LF.</td>
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<tr>
<td>Bid Item Number</td>
<td>Estimated Quantity</td>
<td>Unit</td>
<td>Description (Bid Price in Words)</td>
<td>Unit Price (Bid in Figures)</td>
<td>Total Price (Bid in Figures)</td>
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<td>632.0504</td>
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<td>LF</td>
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<td>Reflect. Paint, Arrow, Word or Symbol</td>
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<td>632.2304</td>
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<td>LF</td>
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</tr>
<tr>
<td>632.4</td>
<td>1,000</td>
<td>LF</td>
<td>Obliterate Pavement Lines ≤ 12” Wide</td>
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<td>632.6</td>
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<td>632.86</td>
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<tr>
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<td>Estimated Quantity</td>
<td>Unit</td>
<td>Description (Bid Price in Words)</td>
<td>Unit Price (Bid in Figures)</td>
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<td>20,000</td>
<td>$</td>
<td>Miscellaneous Authorized Work One Dollar and Zero Cents per DOLLAR</td>
<td>$1.00</td>
<td>$20,000.00</td>
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</tbody>
</table>

Total Bid in Words

$____________________
BID BOND
COLDPLANING AND RESURFACING ON-CALL

The undersigned as bidder, understands and agrees that the quantities of work as given for each item in this Proposal are only approximate and are assumed solely for the comparison of proposals. They are not guaranteed to be accurate statements or estimates of the quantities of work to be performed under this contract and any departures therefrom, will not be accepted as valid grounds for any claim or loss of profits. In case of variation between unit prices and total prices stated by the bidder, the unit prices will be considered to be his bid.

The undersigned agrees that if he is selected as CONTRACTOR, he will, within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in the form attached hereto and furnish a Performance bond and also a labor and materials or Payment Bond, each of a surety company registered and licensed to do business in the State of New Hampshire satisfactory to the "Awarding Authority" and each in the sum of at least one hundred percent (100%) of the contract price, the premiums for which are to be paid by the Contractor and are included in the various unit prices bid.

Accompanying this Proposal under separate cover is Thirty Thousand Dollars ($30,000.00) in the form of a Bid Bond, Cashier's Check or Certified Check* payable to the Department of Public Works of the City of Manchester.

The undersigned understands that the OWNER reserves the right to reject any and all bids and to waive any informalities in the bidding.

*Bidder will cross out words which do not apply.

____________________________________
Contractor's Signature           Date

____________________________________
Title
PROSECUTION OF THE WORK

Description of the Work:

The project will include approximately three miles of work selected over the course of a year. Projects have ranged in size from 1,500 SY to 30,000 SY. Work will be released in groups with work on each group to commence within 30 days and completion of the groups within 60 days or as determined by the Engineer.

Utilities:

There are utility installations in the project area belonging to, but not necessarily limited to, the following:

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comcast</td>
<td>751 E Industrial. Dr.</td>
<td>626-9900</td>
</tr>
<tr>
<td>Liberty Utilities</td>
<td>1260 Elm Street</td>
<td>625-4000</td>
</tr>
<tr>
<td>Manchester Fire Dept.</td>
<td>100 Merrimack St.</td>
<td>669-2256</td>
</tr>
<tr>
<td>Manch. Water Works</td>
<td>281 Lincoln St.</td>
<td>624-6494</td>
</tr>
<tr>
<td>Consolidated Comm.</td>
<td>100 Gay Street, 2nd Fl.</td>
<td>645-2700</td>
</tr>
<tr>
<td>Eversource</td>
<td>780 N. Commercial St.</td>
<td>1-800-662-7764</td>
</tr>
</tbody>
</table>

Prosecution:

For each street, approximately 2 -3” of roadway will be coldplaned. A binder/leveling course of pavement will be installed. New traffic loops will be cut into the binder layer prior to the installation of a wearing course.

Due to the limited funding for this work, the City reserves the right to delete any part of the work in order to keep expenditures with the limits of available funds.

The City reserves the right to extend this contract to include additional related services at other City of Manchester facilities for up to five years after contract execution.

Bidder shall be aware that the City of Manchester, Department of Public Works, Standard Specifications for Road, Drain and Sewer Construction (referred to as the “Standard Specifications”) were updated in January 2020. The current set of Standard Specifications may be found on the City’s website at:

http://www.manchesternh.gov/Departments/Public-Works

This Contract is subject to Special Provision for Asphalt Cement Adjustment
This Contract is subject of Special Provision for Tack Coat Pay Adjustment. Contractor shall be required to provide printed documentation to the Engineer showing gallons of tack coat material applied at specific job sites.

The Contractor shall be aware of testing requirements and responsibilities outlined in Specification Section 401 – Plant Mix Pavements – General and the Supplemental Specifications attached hereto. Contractor QA/QC personnel to attend preconstruction meeting with City to confirm compliance with specification and availability of materials during construction.

It is understood that the Contractor will match their work schedule with that of the Department of Public Works and other utility companies as applicable.

The City will determine the type of hot mix asphalt to be used as well as the thickness of the proposed pavement. The unit cost of the pavement will remain as specified, regardless of the thickness.

Unless otherwise directed by the Engineer, Item 403.13 - HMA (High Strength), Machine Method, shall be 12.5mm (1/2”) high strength HMA mix.

The Contractor shall provide for sweeping and disposal of millings. This work shall be incidental to the contract and no additional payment shall be made.

Unless otherwise approved by the Engineer, milling units under item 417 shall have a minimum drum width of 7 feet. Trimming units used in transition milling at edges (i.e. driveways, project limits, etc.) shall be exempt for this requirement.

Limits of milled areas, including driveways, shall be trimmed to provide a transition so vehicles can traverse the joint without causing damage. Vertical face of said joint after trimming shall be no more than 1 inch. Vertical faces shall be painted with a highly visible color that will provide contrast and a warning to a motorist. This work shall be considered subsidiary to Item 417.

Contractor attention is directed to the fact that milling depths within -0.4 to +0.5 inches of the nominal depth listed under pay items in 417 shall be paid under that Item.

Contractor attention is directed to the fact that pay item 417.03 is for milling depths of asphalt 2.6” and greater. In no case shall the milling depth exceed 4.5” without agreement by both the Contractor and Engineer.

Contractor to provide all on site construction warning signage necessary for the duration of the projects including, but not limited to: Road Construction Ahead, Flag Person Ahead, Road Closed, Detour, Milled Surface Motorcycles Use Caution, Bump, Dip, and Raised Structures. Placement and management of signs shall be incidental to the work. All construction signage shall conform to the current edition of the MUTCD.
The Contractor is required to supply an adequate number trucks to provide a continuous asphalt supply during paving operations. The paving unit shall stop for no more than 15 minutes at a time. Should the wait time be exceeded, the Engineer may require the Contractor to square off the mat and compact all placed material. Before resuming paving operations, a clean straight transverse joint will be created by saw cutting the compacted mat. Operations shall resume once the proper supply has been reestablished. In cases where excessive starting and stopping is occurring, the Engineer may require all paving to cease for the day. No additional payment will be made to the Contractor for costs incurred for this work or costs due to the ceasing of paving operations. If the issue becomes chronic, stronger measures may be taken, up to and including termination of Contract.

Patching of deteriorated areas may be required prior to paving, as determined by the Engineer. All patch areas will be milled an additional depth and filled with asphalt mix as determined in the field. Payment will be made per coldplaning and asphalt unit prices with sweeping, asphalt, tack coat, etc. subsidiary to the existing pay items.

An emulsified asphalt tack coat shall be used prior to placement of pavement courses. The Contractor shall take care not to apply the tack coat to surfaces that will remain exposed. Any bituminous material that remains on exposed surfaces shall be removed by the Contractor, at their expense. A tack coat shall be required and is subsidiary to the hot mix asphalt paving items. Sweeping of areas to be paved prior to placement of tack coat shall be subsidiary.

Unless otherwise noted on the plans or by the Engineer, the Contractor shall make sure that reveals at curbs and entranceways will be the same after paving is completed. The contractor shall achieve this with milling or removal of existing pavement. This work shall be considered incidental to the contract and there will be no separate payment made for this work.

The Contractor shall make sure that there is a smooth transition from new pavement to existing pavement.

All work associated with the placement and removal of hot mix asphalt pavement used for temporary fillets at milled transition points shall be subsidiary to the contract.

Traffic signal loops shall be replaced where they currently exist at all intersections.

The City will assist in providing layout of the striping work. The Contractor shall contact the Public Works Department for this work.

Unless noted by the Engineer, crosswalks shall be painted per Figure 632-2 Typical Crosswalk as provided in the Supplemental Specifications. The width shall be 8’.
Item 608 provides for the services of Police Officers for traffic control as specified in the supplemental specifications. The Contractor shall be responsible for maintaining traffic in a safe, satisfactory manner. Any costs in connection with maintenance of traffic over the cost of the Police Officers and Flaggers, will be considered incidental to the contract.

The Contractor will be responsible for the adjustment of all frames and covers/grates owned by the City, and will be responsible for the coordination of adjusting all frames/covers owned by the utilities.

Engineer may require new drainage and sewer castings to replace old or broken castings found on the project. All new castings will be in the DPW inventory and will be picked up by the Contractor at the DPW stock yard. The Engineer, or their appointee, shall be present to confirm the number and type of castings taken by the Contractor. This work shall be considered subsidiary to Item 604.5.

Item 604.4 - Reconstructing Manholes, Catch Basins or Drop Inlets is intended to provide a price for any structure reconstruction from a point one foot below rim of casting to a point below on the existing structure as needed and as directed by the engineer. The Engineer must be present during the start of this work to confirm the payment quantities. All frame resetting work within the area of one foot below the rim of the casting is considered part of Item 604.5 – Adjustment of Manholes, Catch Basins or Drop Inlets.

Contractor’s attention is directed to the fact that Item 604.5 shall include all labor and material costs for the adjustment of structures including but, not limited to, all labor equipment and material for the cutting of pavement, excavation, the removal and disposal of spoils, temporary plating of openings, resetting and/or adjustment of structure casting, adjustment brick, masonry, backfill, concrete and/or pavement patch.

The Contractor should note that the resulting roadway surfaces shall be flush with all existing pedestrian ramps.

It is understood that the Contractor will be required to work in close cooperation with the Eversource, Manchester Water Works, Liberty Utilities, Consolidated Communications, and all other utilities until the project is completed. Coordination and cooperation with each utility is essential for the satisfactory completion of the project.

The Contractor is responsible for supply of water used during operations. Connections and use of municipal fire hydrants without approval and permit from Manchester Water Works is prohibited. It is the responsibility of the Bidder to contact Manchester Water Works to understand the costs and procedure involved with permitting if a connection to a hydrant is needed. Any costs associated with the permit and/or the supplying of water shall be the responsibility of the Contractor and incidental to the Contract.
Painting of lines not possible by a truck mounted unit, such as parking stall lines and painted islands, may be applied with a motorized paint cart unit. If utilized, lines applied by this method shall be paid under the respective item numbers.

When directed by the Engineer, traffic paint shall be used instead of thermoplastic paint. Payment will be made under respective item numbers.

Contractor shall provide to the Engineer the following information a minimum of 48 hours in advance of work being done:

- Proposed schedule of work including anticipated start and end times during the normal work shift;
- Traffic Control Plans for each location identifying any detours and lane closures needed;

City can post no parking signs at project locations provided the Contractor notifies the Engineer a minimum of 48 hours prior to the commencement of work.

Contractor’s attention is directed to the fact that Item 1000 - Miscellaneous Authorized Work is an allowance that shall be used for payment of work directed and authorized by the Engineer but not specifically covered by other items within the Contract. Prior to commencement of work, the Contractor shall provide the Engineer a written estimate that includes material costs and hourly costs for equipment and labor. The price listed within the Bid Schedule shall not be altered by the bidder.

When submitting for payment, the Contractor shall submit the request to the Department payment request form in Appendix A (electronic copy of file in Excel Format will be made available to Contractor). Pay Request shall include all backup information such as, traffic control invoices, material tonnage slips, etc. Submitted information shall also include an itemized cost breakdown for each street in the pay request.

Permits required from the Highway Department shall be furnished without charge. All other permits (City, State, Federal) shall be the responsibility of the Contractor. All work to be performed shall be in compliance with the City of Manchester Ordinances or as specified on the permit itself.

The cost for each Item shall cover all labor, materials, parts and other incidentals required to perform the work.

Prior to the start of work, the Contractor will provide the City with an insurance certificate with the City of Manchester and the Manchester Department of Public Works named as additional insured. The certificate shall meet all requirements of the Standard Specifications for Road, Drain and Sewer Construction of the Manchester Department of Public Works.
Work Schedule

It is understood that the Contractor will match his work schedule with that of the Department of Public Works and other utility companies as applicable.

The work may be performed during the day or at night at the Contractor’s and Engineer’s discretion. However, if performed at night, the contractor shall provide all necessary temporary lighting needed to perform the work. No additional payment will be made for temporary lighting.

Night time work is defined as the period between 9:00 pm and 7:00 am.

Two Way Traffic

The Contractor will be required to maintain two way traffic on all streets at all times unless provisions have been made with the Highway Department. Detours onto adjacent parallel streets will be considered on a case by case basis.

Surplus Material

The Contractor will be responsible for disposal of the millings and additional surplus material. No additional payment will be made for this work.

Public Convenience and Property Protection

The Contractor shall be aware that he will be required to maintain access to all properties in the project area at all times.

The Contractor will be responsible for the proper and timely notification to local residents and businesses should any temporary interruption of their access or services be absolutely necessary.

Contract Documents

In the event of a conflict of interpretation in the Contract Documents, the following is the general order of precedence:

1. Special Contract Requirements*
2. Special Provisions
3. Supplemental General Conditions
4. General Conditions
5. Supplemental Specifications,
7. Drawings
*Includes Prosecution of Work, Traffic Control plan and Special Attentions.
**Contract Period:**

The contract period for this project shall be 12 months, beginning at the date of notice to proceed. The time frame for individual projects will be determined by mutual agreement between the Contractor and the City.
SPECIAL PROVISIONS

ASPHALT CEMENT ADJUSTMENT

Bid items involving asphalt concrete mixtures containing asphalt cement shall be subject to a price adjustment. Only the asphalt portion of asphalt-rubber cement will be eligible for price adjustment. The adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Monthly Price. It shall not include transportation, fuel or other charges. This price adjustment will occur on a monthly basis. The price adjustment will take effect when the monthly price for asphalt cement as furnished by the New Hampshire Department of Transportation differs from the base price contained in the proposal by more than 10 percent. Affected Sections and formulas are detailed below.

The base price* of asphalt cement for this Contract is $552.50 per ton.

The monthly price* of asphalt cement used to determine the Asphalt Cement Adjustment will be furnished by the NH Department of Transportation and will be posted on the following web site:


*Source: The monthly price, applicable for the entire month, is developed from information in the Asphalt Weekly Monitor, a publication from Poten and Partners, Inc. The monthly price will be the average of the price range for Southern Maine/New Hampshire PG 64-28 asphalt binder, as published in the Asphalt Weekly Monitor on the dates shown in the following table. The base price is the latest available monthly price at the time the contract documents are prepared.

The contract prices of bituminous materials 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:

When the Monthly Price is more than 110% of the base price

\[ \text{Adjustment Price} = \text{Monthly Price} - \text{Base Price} \times 110\% \]

When the Monthly Price is less than 90% of the base price

\[ \text{Adjustment Price} = \text{Monthly Price} - \text{Base Price} \times 90\% \]
**Asphalt Cement Products**

**Item 403.__ - Pavement and Item 411.__ - Hot Bituminous Concrete Leveling Course and Plant Mix Surface Treatment**

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.

A contract adjustment will be made under Item 1010.1 based on $[Adjustment Price]\times [Approved Mix Design percent of virgin asphalt cement]\times [tons of pavement used]$.  

<table>
<thead>
<tr>
<th>Item 1010.1</th>
<th>Asphalt Cement Adjustment&lt;sup&gt;1&lt;/sup&gt;</th>
<th>Dollar</th>
</tr>
</thead>
</table>

<sup>1</sup>Not a bid item
SPECIAL PROVISION

TACK COAT PAYMENT ADJUSTMENT

Machine method paving items where tack coat material is subsidiary shall be subject to a payment adjustment to ensure tack coat is properly applied. The adjustment will be based on the comparison of the computed average application rate for the project site to the application rate specified in Section 410, Table 410-1 of the Standard Specifications. This Provision shall not be applicable to work under 403.12- HMA, Hand Method.

The Tack Coat Payment Adjustment will be computed as follows:

**Average Application Rate**

\[
\text{[Average Application Rate]} = \frac{\text{[Gallons of Tack Used]}}{\text{[Area applied in SY]}}
\]

For purposes of this provision tack emulsion shall be 238 gallons/ton

If the *Average Application Rate* is within the tolerance listed in Section 410, Table 410-1 for the work being performed, **then no pay adjustment is made ($0.00)**

If the *Average Application Rate* is outside the tolerance listed in Section 410, Table 410-1 of the Standard Specifications, **then an adjustment under Item 1020.1 will be made as follows:**

\[
\text{Tack Coat Pay Adjustment} = \frac{\text{[Tons of HMA Mix Receiving Tack Coat]}}{\text{[Contract Unit Price of HMA Mix]}} \times [-2.0\%] \\
\text{(this is a negative adjustment)}
\]

**Item 1020.1**  Tack Coat Payment Adjustment\(^1\)  Dollar

\(^1\)Not a bid item
SUPPLEMENTAL SPECIFICATIONS

AMENDMENT TO SECTION 401 – PLANT MIX PAVEMENTS - GENERAL

Item #1

Delete paragraph 3.20 Quality Acceptance of HMA and all subparagraphs

Replace with:

1.1 Quality Acceptance of HMA

1.1.1 All acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor, unless otherwise stated herein. Testing organizations performing these tests shall meet the requirements of ASTM D 3666. All equipment in Contractor furnished laboratories shall be calibrated and verified by a testing organization prior to the start of operations. Such verification/certification shall be furnished to the Engineer prior to production or affixed to the equipment. Engineer’s testing personnel shall be certified by the New England Transportation Technician Certification Program (NETTCP).

1.1.2 The day paving is planned, the Contractor shall provide to the Engineer the plant’s daily test report that includes the Max Theoretical Density (AASHTO T 209) of all mixes being used.

1.1.3 Plant-Produced Material. Plant-produced material shall be sampled and tested for VMA, gradation, asphalt binder content, and air voids (Superpave at N<sub>design</sub>), on a lot basis. The Engineer’s testing personnel shall be certified by the New England Transportation Technician Certification Program (NETTCP), as HMA Plant Technicians. Sampling shall be from material deposited into trucks at the plant or from trucks at the job site.

A lot will consist of one day’s production from a single production facility;

1.1.3.1 Sampling. Sufficient material for analysis and preparation of test specimens will be sampled by the Engineer on a random basis, in accordance with the procedures contained in ASTM D 3665. A minimum of one set of laboratory compacted specimens will be prepared for each lot in accordance with AASHTO T 312, at the design number of gyrations required by the JMF. Each set of laboratory compacted specimens will consist of two test portions prepared from the same field sample.
The sample of hot mix asphalt may be put in a covered metal tin and placed in an oven for not more than 30 minutes to maintain the heat. The compaction temperature of the specimens should be as specified in the JMF.

In addition to the HMA samples, the Contractor shall take one, one-quart sample of the PG binder used to produce the hot mix asphalt at the start of the work. The PG sample shall be turned over to the Engineer on the first day of project production.

1.1.3.2 Testing.

a. **Bulk Specific Gravity** - Sample specimens shall be tested for bulk specific gravity in accordance with AASHTO T 166 or T 275, whichever is applicable, for use in computing air voids and density. Air voids shall be computed in accordance with AASHTO T 269;

b. **Gradation and Asphalt Binder Content** - The gradation and asphalt binder content of the mixture shall be measured for each lot in accordance with the following:

i. **Asphalt Binder Content** - A minimum of three (3) extraction tests shall be performed in accordance with AASHTO T 164 or AASHTO T 308 for determination of asphalt content. The weight of ash portion of the extraction test, as described in AASHTO T 164, shall be determined as part of the first extraction test performed at the beginning of plant production; and as part of every tenth extraction test performed thereafter, for the duration of plant production. The last weight of ash value obtained shall be used in the calculation of the asphalt content for the mixture. If utilizing AASHTO T 308 for asphalt content determination, the calibration process and calibration factor, as described in AASHTO T 308, shall be determined as stated, prior to acceptance testing. Verification shall be performed as part of every twentieth test performed thereafter or when changes in the mix are apparent.

ii. **Gradation** - Aggregate gradations shall be determined from mechanical analysis of extracted aggregate in accordance with AASHTO T 30 and AASHTO T 27 (Dry Sieve). When asphalt content is determined by the nuclear method, aggregate gradation shall be determined from hot bin samples on batch plants, or from the cold feed on drum mix or continuous mix plants, and tested in accordance with AASHTO T 27 (dry sieve) using actual batch weights to determine the combined aggregate gradation of the mixture.
c. The Dust-to-Effective Asphalt ratio shall be determined once for each lot from the mechanical analysis of extracted aggregate and the asphalt binder content. The Dust-to-Effective Asphalt ratio shall be determined by the Engineer in accordance with AASHTO PP 28-02.

d. The Theoretical Maximum Specific Gravity of the mixture shall be measured for each lot in accordance with AASHTO T 209, Type C, D, or E container. Samples shall be taken on a random basis in accordance with ASTM D 3665. The value used in the field placed void computations shall be the average of the maximum specific gravity measurements for the street paved.

e. Temperatures of the mixture shall be checked, at least three times per lot, either at the plant after placement into the truck or at the job site

f. VMA and air voids, for each plant field sample, will be determined by the Engineer in accordance with the applicable AASHTO test method. The VMA, and air voids for each lot shall be computed by averaging the results of the two test specimens representing that lot.

1.1.3.3 Acceptance of Plant Produced HMA. Acceptance of plant produced HMA material will be based upon plant air voids, gradation, asphalt binder content, and temperature, and shall be determined by the Engineer in accordance with these specifications.

1.1.4 Field Placed HMA Material. HMA material placed in the field shall be tested for both joint and mat density on a completed street or public facility. Each completed street or public facility will be considered a lot. Where more than one plant is simultaneously producing material for the job, the lot sizes shall apply separately for each plant. Testing shall be by one of two methods as determined by the Engineer.

1.1.5 Test Method #1

1.1.5.1 Sampling. Samples shall be neatly cut with a core drill. The cutting edge of the core drill bit shall be of hardened steel or other suitable material with diamond chips embedded in the metal cutting edge. The minimum diameter of the sample shall be 6 inches for the joint samples and mat samples. Samples that are clearly defective, as a result of sampling, shall be discarded and another sample taken. The Engineer shall furnish the randomly selected coring locations. The Contractor shall furnish all tools, labor, and materials for cutting samples and filling the cored pavement. Pavement cores shall be clearly marked so they can be properly identified later. Cores will be delivered by the Contractor to a location as determined by the Engineer. Cores will be taken randomly by the Engineer on the basis of five cores for mat density and three cores for
longitudinal joint density per one thousand (1,000) tons of material placed. A minimum of five core samples for mat and three core samples for joint density will be removed from each lot. The average density of the core samples will be used to determine the density of the street. The removal and patching of cores shall be by the Contractor. Cored holes shall be filled in a manner acceptable to the Engineer the day of sampling. Resampling of pavement shall be in accordance with applicable provisions of the NETTCP Quality Assurance Technologist Manual, latest edition.

1.1.5.2 Testing. The bulk specific gravity of each cored sample will be measured by the Engineer in accordance with AASHTO T 166 or T 275, whichever is applicable. The theoretical maximum specific gravity shall be the average maximum specific gravity for the street in accordance with the plant-produced material section. The theoretical value used for the percent density of the core samples shall be the average of the measurements for maximum specific gravity for each street. The percent density of each sample will be determined in accordance with AASHTO T 269, using the bulk specific gravity of each sample and the average theoretical maximum specific gravity. Retesting of pavement shall be in accordance with applicable provisions of the NETTCP Quality Assurance Technologist Manual, latest edition.

a. Mat Density. Five (5) six inch diameter cores of finished longitudinal joint will be taken by the Engineer or the Engineer’s representative from each street or public facility. Core locations will be determined by the Engineer on a random basis in accordance with procedures contained in ASTM D 3665. Cores shall not be taken closer than 1 foot from a longitudinal joint and 10 feet from a transverse joint.

b. Joint Density. Three (3) six inch diameter cores of finished longitudinal joint will be taken by the Engineer or the Engineer’s representative from each street or public facility. Core locations will be determined by the Engineer on a random basis over the joint, not adjacent to the joint.

1.1.6 Test Method #2

1.1.6.1 First placement of any HMA mix shall require Testing and Sampling procedures of Test Method #1 for the entire street.

1.1.6.2 At time of coring, density measurements at each core location shall be taken by gauges of both the Contractor and Engineer. Gauges will be correlated to the average of the measurements for maximum specific gravity of cores taken.

1.1.6.3 Further density measurements at other project locations, using the same HMA mix and originating plant, shall be determined through the use of the
correlated gauges. Any change in mix design or plant shall require testing per Test Method #1 to provide new correlation.

1.1.7 Measurements taken under either test method shall be used in the calculation of the Adjustment Pay Schedule outlined in 4.2

1.1.8 Acceptance of Field Placed HMA. Acceptance of field placed HMA material will be based upon mat and joint densities, thickness, uniformity, surface smoothness, grade, and temperature, and shall be determined by the Engineer in accordance with these specifications.

Item #2

Replace:

4.1.3 No adjustment in Contract Unit Prices will be made due to liquid asphalt price fluctuations.

With:

4.1.3 Unless provided under Special Provisions, no adjustment in Contract Unit Prices will be made due to liquid asphalt price fluctuations.

END OF SUPPLEMENTAL SPECIFICATION
CONTRACT AGREEMENT

THIS AGREEMENT made this _____th day of _____, A.D. 2020 by and between the City of Manchester, New Hampshire acting through its Department of Public Works, hereinafter called the party of the first part and ________________, their successors and assigns, part of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the party of the first part, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor in the construction of the COLDPLANING AND RESURFACING ON-CALL contract hereinafter called the project, in the City of Manchester, County of Hillsborough, State of New Hampshire at the unit prices bid by the said Contractor for the respective estimated quantities, aggregating approximately the sum of: 

_________________________________________________ ($_______________)

and such other items as are mentioned in the original proposal, which proposal and prices named, together with the General Provisions and Technical Specifications and the Special Provisions accompanying the proposal, and made a part of this Contract and accepted as such, are also agreed by each party as being a part hereof, the said project being situated as follows:

Various locations as listed in the Prosecution of the Work and as agreed upon between the Contractor and the City.

The Contractor further covenants and agrees that all of the said materials shall be furnished and delivered and all of said labor shall be done and performed in every respect to the satisfaction and approval of the Department of Public Works aforesaid, within The contract period for this project shall be 12 months, from the date specified in the Notice to Proceed. The time frame for individual projects will be determined by mutually agreement between the Contractor and the City.
IN WITNESS WHEREOF, the parties of this contract have hereunto set their hands and seals as of the day and year first above written.

CITY OF MANCHESTER
(SEAL)

The Honorable Mayor of the
CITY OF MANCHESTER

By __________________________
Joyce Craig

Director of Public Works
DEPARTMENT OF PUBLIC WORKS

By __________________________
Kevin A. Sheppard, P.E.
Public Works Director

Signed and sealed in
presence of:

________________________________________

Date

CONTINENTAL
(SEAL)

By: __________________________

Federal I.D. No. _________________

Approved as to form and execution

________________________________________
City Solicitor
NOTARIZATION

Certificate of Acknowledgment of Contractor, if a Corporation

State of New Hampshire,

ss:

County of Hillsborough,

On this ___th day of _____, 2020

before me personally came ________________________________
to me known, who being duly sworn did say as follows:

that he resides at: ________________________________ and is the
___________________________ the corporation

described herein and which executed the foregoing instrument; that he knows the
corporate seal of said corporation; the seal affixed to the foregoing instrument is such
corporate seal and it was so affixed by order of the Board of Directors of said
corporation and by the like order, he signed thereto his name and official designation.

__________________________
Notary Public (seal)

__________________________
My commission expires: ________________________________
STATEMENT OF UNDERSTANDING

Project Safety

WHEREAS this project is subject to all Safety and Health Regulations as promulgated by the U.S. Department of labor, it shall be a requirement that the Contractor designate a "Safety Officer" who's duty shall be to monitor the project on a daily basis in order to insure that all safety measures alluded to in the contract and otherwise pertinent to this project, are strictly adhered to. Special attention shall be paid to maintaining existing guide, regulatory and warning signs affecting the movement of traffic.

IT IS hereby agreed that responsibility for the above mentioned safety measures is solely that of the Contractor and that an individual has been designated as the project "Safety Officer".

________________________

Date: ______________

________________________

Date: ______________
STATEMENT OF COMPLIANCE

Drug Testing Program

WHEREAS this project is subject to federal laws, rules and regulations, and
WHEREAS all drivers of commercial vehicles over 26,000 pounds GVWR are required
to have a Commercial Drivers License (CDL), it is hereby certified that the Alcohol and
Drug Testing requirements for Commercial Motor Vehicle Drivers mandated by the
Federal Highway Administration, United States Department of Transportation are being
complied with.

________________________

Date: ____________________
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we ________________

_________________________ a ________________________________ hereinafter
called the "Principal" and ______________________ of ______________________, State
of ___________________________ hereinafter called the "Surety", are held and firmly
bound

unto THE CITY OF MANCHESTER, NEW HAMPSHIRE, hereinafter called "Owner",
in the penal sum of (___________________________) in lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and severally, firmly by these
presents.

THE CONDITIONS OF THIS OBLIGATION is such that WHEREAS, the Principal
enter into a certain contract with the Owner, dated the (Date) copy of which is hereto
attached and made a part of hereof for the construction of:

"COLDPLANING AND RESURFACING ON-CALL " in accordance with drawings
and specifications prepared by the City of Manchester, N.H. which contract is by
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
the undertakings, covenants, terms, conditions and agreements of said contract during the
original term thereof, and any extensions thereof which may be granted by the Owner,
with or without notice to the Surety, and if he shall satisfy all claims and demands
incurred under such contract, and shall fully indemnify and save harmless the Owner
from all costs and damages which it may suffer by reason of failure to do so, and shall
fully reimburse and repay the Owner for all outlay and expense which Owner may incur
in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the contract
or to the work to be performed thereunder, or the specifications accompanying the same,
shall in any way affect its obligation on this bond, and it does hereby waive notice of any
such change, extension of time, alteration or addition to the terms of the contract or to do
the work or to the specifications.
PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed and original, this the ___ day of _________________ 2020.

ATTEST:

______________________________
Principal

______________________________ (S)
(Principal)

______________________________
(Seal)  By_______________________ (S)

______________________________

______________________________ (S)
Witness as to Principal

______________________________

______________________________
Address

ATTEST:

______________________________
Surety

______________________________ (S)
(SURETY)  By_______________________ (s)

______________________________
 Attorney-in-Fact

(SEAL)

______________________________ (S)
Witness to Surety

______________________________ (Address)

______________________________
Address

Note:  Date of Bond must not be prior to date of Contract.
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That ______________________________
_________________________________ as Principal, hereinafter called Principal, and
__________________________ as surety, hereinafter called Surety, are held and firmly
bound unto THE CITY OF MANCHESTER, NEW HAMPSHIRE, as obligee, hereinafter
called Owner, for the use and benefit of claimants as herein below defined, in the amount
of (______________________________________________) for the payment whereof
Principal and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement, dated ___________, 2020 entered into a
contract with Owner for the construction of “COLDPLANING AND RESURFACING
ON-CALL” in accordance with drawings and specifications prepared by the City of
Manchester, N.H. which contract is by reference made a part hereof, and is hereinafter
referred to as the Contract.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the
prosecution of the work, provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline,
coal and coke, repairs on machinery, equipment and tools consumed or used in
connection with the construction of such work, and all insurance premiums on said work,
and for all labor, performed in such work, whether by subcontractor or otherwise, then
this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the contract
or to the work to be performed thereunder, or the specifications accompanying the same
shall in any way affect its obligation on this bond, and it does hereby waive notice of any
such change, extension of time, alteration or addition to the terms of the contract or to do
the work or the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed and original, this ___ day of ________________, 2020

ATTEST: ___________________________ Principal

_________________________________ (Principal)

(Seal) By __________________________ (S)

_________________________________

By: ____________________________ Witness as to Principal(s)

_________________________________

_________________________________ Address

_________________________________ Surety

ATTEST: By _________________________ Attorney-in-Fact(s)

_________________________________ (Surety)

(Seal)

By: ______________________________ (S)
Witness as to Surety

_________________________________

Note: Date of Bond must not be prior to date of Contract.
APPENDIX A
# Contract Name

**CONTRACTOR:** Contractor  
One Any Way  
Town, NH 00000

**PAY REQUEST #:** Number  
**DATE OF REQUEST:** Date

**FOR PERIOD:**  
**Date A**  
**TO**  
**Date B**

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<td>c) Remaining Retainage (Line 5a - Line 5b)</td>
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<td>d) Retainage Withheld this Pay Period</td>
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By: [Signature]  
Date: [Date]

**Project Manager:**  
By: [Signature]  
Date: [Date]
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TOTAL CONTRACT PRICE: $0.00

TOTAL TO DATE: $0.00