REQUEST FOR PROPOSAL

SPECIFICATIONS

AND

CONTRACT AGREEMENT

FOR

CHIP SEAL
FY20-500-30

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

CHIP SEAL

FY20-500-30

Prepared by

CITY OF MANCHESTER, NEW HAMPSHIRE
DEPARTMENT OF PUBLIC WORKS
HILLSBOROUGH COUNTY
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Sealed proposals will be received from prequalified contractors at the office of the Department of Public Works of the City of Manchester, New Hampshire before or at 2:30 P.M., prevailing time on the 27th day of February, 2020 for the following described services:

CHIP SEAL
FY20-500-30

The City of Manchester is accepting proposals the application of asphalt rubber chip seal to various City roadways

Certified Check/Bid Bond $10,000

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.

Proposals must be completed in both words and numerals on regular proposal forms, which shall be submitted in a sealed envelope marked: "Proposal for CHIP SEAL", 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.

Proposals 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 proposals 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 plans 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       James Burkush, Clerk
Trixie Vazquez, Commissioner                   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:

CHIP SEAL
FY20-500-30

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.

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 Purchasing Division, 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: Chip Seal

All questions must be received no later than 12:00 pm, Tuesday February 18, 2020. Any questions received after that date 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. 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. 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.

16. 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.

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

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. The City of Manchester may withhold acceptance of or reject any merchandise 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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

35. 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.

36. 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:_________________________
PROPOSAL
CHIP SEAL

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 "CHIP SEAL" 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:

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
CITY OF MANCHESTER
Department of Public Works

INFORMATION REPORT

PROJECT: Chip Seal

DATE BIDS OPENED: At 2:30 P.M., February 27, 2020

PROJECT TYPE: Application of asphalt rubber chip seal to various City roadways

CONTRACT PERIOD: The contract period for this project shall be 12 months, from the date 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: $10,000.00
<table>
<thead>
<tr>
<th>Bid Item Number</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Description (Bid Price in Words)</th>
<th>Unit Price (Bid in Figures)</th>
<th>Total Price (Bid in Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>415.11</td>
<td>30,000</td>
<td>SY</td>
<td>CONVENTIONAL SINGLE CHIP SEAL &lt;br&gt;_________________________ dollars &lt;br&gt;and __________________________ cents &lt;br&gt;per SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>415.21</td>
<td>80,000</td>
<td>SY</td>
<td>ASPHALT RUBBER SINGLE CHIP SEAL &lt;br&gt;_________________________ dollars &lt;br&gt;and __________________________ cents &lt;br&gt;per SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>604.4</td>
<td>150</td>
<td>VF</td>
<td>RECONSTRUCTING MH, CB AND DI &lt;br&gt;_________________________ dollars &lt;br&gt;and __________________________ cents &lt;br&gt;per VF.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>604.5</td>
<td>200</td>
<td>EA</td>
<td>ADJUSTING MH, CB AND DI FRAMES &lt;br&gt;_________________________ dollars &lt;br&gt;and __________________________ cents &lt;br&gt;per EA.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>618.109</td>
<td>20,000</td>
<td>$</td>
<td>UNIFORMED OFFICERS AND FLAGMEN &lt;br&gt;One Dollar &lt;br&gt;and No Cents &lt;br&gt;per Dollar.</td>
<td>$1.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>692</td>
<td>1</td>
<td>L.S.</td>
<td>MOBILIZATION &lt;br&gt;_________________________ dollars &lt;br&gt;and __________________________ cents &lt;br&gt;per L.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1000</td>
<td>10,000</td>
<td>$</td>
<td>MISCELLANEOUS AUTHORIZED WORK &lt;br&gt;One Dollar &lt;br&gt;and No Cents &lt;br&gt;per Dollar.</td>
<td>$1.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>TOTAL BID (in Words)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bidder shall provide the following for informational purposes only:

1. ASPHALT RUBBER CHIP SEAL  
   MINIMUM QUANTITY SY
1. CONVENTIONAL CHIP SEAL  
   MINIMUM QUANTITY SY
BID BOND

CHIP SEAL
FY20-500-30

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 further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the form of Contract Agreement.

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 Ten Thousand Dollars ($10,000.00) 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:

This contract consists of the application of chip seal to various City roadways.

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., Manchester</td>
<td>626-9900</td>
</tr>
<tr>
<td>Liberty Utilities</td>
<td>130 Elm Street, Manchester</td>
<td>625-4000</td>
</tr>
<tr>
<td>Manchester Fire Dept.</td>
<td>100 Merrimack St., Manchester</td>
<td>669-2256</td>
</tr>
<tr>
<td>Manch. Water Works</td>
<td>281 Lincoln St., Manchester</td>
<td>624-6494</td>
</tr>
<tr>
<td>Consolidated Comm.</td>
<td>100 Gay Street, 2nd Fl, Manchester</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:

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.

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. These Standard Specifications may be found on the City’s website at:

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

Contractor and City will coordinate with the utility companies on the adjustments to gate valve boxes as needed.

Sweeping of surfaces before and after treatment shall be subsidiary to Item 415.21. No separate payment will be made for this work.
The Contractor shall provide for proper disposal of sweeper tailings.

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. Placement and management of signs shall be paid for under item 619 Maintenance of Traffic. All construction signage shall conform to the current edition of the MUTCD.

The Contractor is required to supply adequate number trucks to provide a continuous supply during operations.

Unless otherwise noted on the plans, the Contractor shall make sure that reveals at curbs and entranceways will be the same after work is completed.

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 his 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.

Adjustment of frames and covers/grates so that they will be flush with finish grade, shall be paid for under Item 604.5 – Adjustment of Manholes, Catch Basins or Drop Inlets. City will coordinate the adjusting of frames/covers owned by the utilities.

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.

Chip Seal locations may be part of a cape seal project. As such, structures may need adjustment before the chip seal is applied so they will be flush with the final grade. Microsurfacing over chip seal will be done by others.

It is understood that the Contractor will be required to work in close cooperation with 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 responsibility of the Contractor and incidental to the Contract.

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 the 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.

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 start of work.

When submitting for payment, Contractor shall provide request on the Department payment request form in Appendix A (Excel file can be furnished 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 listing of pay items incurred on each street in the pay request.

Permits required from the Highway Department shall be furnished without charge. All other permits 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.

**Traffic Control**

Traffic control by uniformed officers shall be in accordance with Section 618 of the Standard Specifications, and will be paid under the appropriate pay item.

The placement and use of construction signs and warning devices, cones, delineators, etc. to maintain safe passable traffic during work shall be subsidiary to the contract and no separate payment shall be made.

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 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 the Notice to Proceed. The time frame for individual projects will be determined by mutual agreement between the Contractor and the City.
CONTRACT AGREEMENT

THIS AGREEMENT made this ____ th day of ________, 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, party 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 CHIP SEAL, 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: ____________________________________________ dollars ($__________), 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:

- Application of Asphalt Rubber Chip Seal to various City roadways

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 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

By__________________________
Kevin A Sheppard, P.E.

Signed and sealed in
presence of:

__________________________________                             _____________________________

Date

CONTRACTOR
(SEAL)

By: _____________________
Title: __________________

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 ______ 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:___________________________
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 has been designated as the project "Safety Officer".

Date: __________, 2020

_________________________________
By:

Title:
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: __________, 2020

_________________________________________

By:

Title:
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:

" CHIP SEAL" 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)

                                      __________________________
(S)  By______________________________ (S)

                                      __________________________
(S)  Witness as to Principal

                                      __________________________

                                      __________________________
Address

ATTEST: __________________________________________
                                     Surety

                                      (S)
(SURETY)  By______________________________ (s)
                                      __________________________
                                      Attorney-in-Fact

(S)  By______________________________ (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 where of
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

" CHIP SEAL " 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.
Contract Name

CONTRACTOR: Contract
One Any Way
Town, NH 00000

PAY REQUEST #: Number
DATE OF REQUEST Date

FOR PERIOD:
From: Date A
To: Date B

1. Original Contract Amount .................................................. 
2. Net Amount Changed by Change Orders ............................... $0.00
3. Contract Total To Date (Line 1+Line 2) ............................... $0.00
4. Total Work Complete to Date .............................................. $0.00

5. Retainage
   5% RETAINAGE
   a) Retainage to Date (Line 4 x % retainage) $ 
   b) Total Retainage Released to Date $ 
   c) Remaining Retainage (Line 5a - Line 5b) $ 
   d) Retainage Withheld this Pay Period $ 

6. Total Amount Earned, Less Retainage (Line 4 - Line 5c) ...... $ 

7. Total Previous Payments Made ........................................ 

8. Current Amount Due (Line 6-Line 7) ................................. $ 

Contractor:
By: ___________________________ Date: _______________

Project Manager:
By: ___________________________ Date: _______________
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TOTAL CONTRACT PRICE: $0.00  TOTAL TO DATE: $0.00