CITY OF MANCHESTER
New Hampshire

INVITATION FOR BIDS

and

Supporting Documentation

for

THERMOPLASTIC PAVEMENT MARKINGS 2019

FY19-500-59

Prepared by
CITY OF MANCHESTER, NEW HAMPSHIRE
DEPARTMENT OF PUBLIC WORKS

MANCHESTER HIGHWAY COMMISSION

Hal Sullivan, Chairman
Toni Pappas, Co-Chair
Patrick Robinson, Clerk
James Burkush, Commissioner
Trixie Vazquez, Commissioner

______________________________________________
Kevin A. Sheppard, P.E.        Public Works Director
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation for Bids</td>
<td>3</td>
</tr>
<tr>
<td>Information for Bidders</td>
<td>4</td>
</tr>
<tr>
<td>Instructions to Bidders</td>
<td>5 - 9</td>
</tr>
<tr>
<td>Prosecution of Work</td>
<td>10 - 11</td>
</tr>
<tr>
<td>Technical Specifications</td>
<td>12</td>
</tr>
<tr>
<td>Items to Include with Bid</td>
<td>13</td>
</tr>
<tr>
<td>Bid Form</td>
<td>14 - 15</td>
</tr>
<tr>
<td>Bid Bond</td>
<td>16</td>
</tr>
<tr>
<td>Items for Informational Purposes</td>
<td>17</td>
</tr>
<tr>
<td>Contract Agreement</td>
<td>18 - 20</td>
</tr>
<tr>
<td>Statement of Understanding</td>
<td>21</td>
</tr>
<tr>
<td>Statement of Compliance</td>
<td>22</td>
</tr>
<tr>
<td>Performance Bond</td>
<td>23 - 24</td>
</tr>
<tr>
<td>Payment Bond</td>
<td>25 - 26</td>
</tr>
<tr>
<td>Indemnification and Insurance</td>
<td>27 - 28</td>
</tr>
</tbody>
</table>


City of Manchester
Department of Public Works
475 Valley Street
Manchester, New Hampshire 03103

INVITATION FOR BIDS

Sealed proposals will be received at the office of the Department of Public Works of the City of Manchester, New Hampshire before or at 2:00 P.M., prevailing time on the 13th of June 2019, for the following described services.

THERMOPLASTIC PAVEMENT MARKINGS 2019
FY19-500-59

Project Description: This contract consists of providing all labor, material, equipment necessary to install thermoplastic street markings consisting of approximately*:

- 100 “SCHOOL” symbols
- 50 Helmeted Bicyclists symbols (MUTCD Figure 9C-3.B)
- 50 Shared Lane (“sharrows”) symbols (MUTCD Figure 9C-9)
- 50 Turn Arrows (MUTCD Figure 3B-24)
- 10 Turn and Through Arrows (MUTCD Figure 3B-24)
- 50 “ONLY” symbols (MUTCD Figure 3B-23)

*Final number will be determined by City based on unit pricing and condition assessment

A paper copy of the bid documents and plans will be available for a $50 non-refundable fee. An additional mailing fee of $10 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.

Proposals must be completed in both words and numerals on regular proposal forms, which shall be submitted in a sealed envelope marked with the project title, 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 payable to "City of Manchester, N.H." as security for the execution of the contract for the amount indicated in the Security Bond form.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the contract price, will be required of the successful bidder.

The project will be completed no later than September 13, 2019.

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.

Questions regarding this project may be directed to Kristen Clarke at 624-6444 or kclarke@manchesternh.gov.

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.
INFORMATION FOR BIDDERS
INSTRUCTIONS TO BIDDERS

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. NO BIDS WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.

2. The following meanings are attached to the defined works when used in this document:

   2.1. The word "City" means City of Manchester, New Hampshire.
   2.2. The word "Bidder" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.
   2.3. 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.
   2.4. 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 Bid, terms and conditions, and the instructions printed is necessary. All blank spaces must be filled in. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner/representative of the firm must be in ink. No reproductions/duplications/copies will be accepted.

4. Each bid must give the full business address of Bidder and be signed by them. Bids 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. Bids 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 the signatory. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to their 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. Bids must be securely sealed in a suitable envelope, (facsimile or electronic submissions will not be accepted) addressed and marked on the outside with the project name. Bidders’ names and address must appear on the upper left hand corner of the sealed envelope. The entire solicitation document is to be returned when submitting a bid, 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 BIDS NOT PROPERLY MARKED.
6. It will be the responsibility of the Bidder to see that their bid is received by the Department of Public Works as specified.

7. Each bid 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.

8. 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 bid. A copy of the contract agreement is attached hereto.

9. Bids 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 bid after it has been opened.

10. 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 bid 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 bid.

11. 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

12. No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this sealed Bid Request. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made in writing to the contact name provided on the Invitation for Bids. All questions must be received no later than ten (10) business days prior to the bid opening. Any questions received after that time will not be answered. The City of Manchester will post questions and answers on its website: www.manchesternh.gov/bids as an addendum no later than five (5) business days prior to the bid opening. It is the responsibility of the Bidder to check for any addendums that have been issued. Any such addendums will then become part of the complete RFP.

13. 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.

14. Bids that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the City. The Bid must be filled out completely and accurately.
15. 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.

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

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

18. The services on which Bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitted Bids on services other than as specified, Bidder shall furnish complete data and identification with respect to the alternate services or materials they propose to furnish. Consideration will be given to Bids submitted on alternate services or materials 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 the bid standards. If the Bidder does not indicate that the services they propose to furnish is other than specified, it will be construed to mean that the Bidder will furnish the exact services described.

19. 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 the Contractor liable for any excess costs.

20. 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.

21. The Bidder must certify 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.

22. The City reserves the right to waive any informality in Bids, to reject any and all Bids wholly or in part, and to make awards in a manner deemed in the best interest of the City. If a bidder desires to bid on an “all or nothing” basis, they shall so indicate on the bid schedule. When an “all or nothing” bid is submitted, the bidder must bid on every item on bid schedule.

23. 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 Invitation to Bid) must accompany each bid as a guarantee that, if the bid is accepted, a contract will be entered into. Such bid deposits of all Bidders will be held by the City until all bids submitted shall have been canvassed and the bids have either been rejected in whole or in part or the award of the contract has been made. The bid deposit of the
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.

24. The successful Bidder will be required to furnish a performance 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.

25. 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.

26. The successful Bidder will be required to furnish proof of insurance compliant with the requirements as detailed in the Information for Bidders section of this Invitation for Bids.

27. The successful Bidder will by submitting the bid agrees to the City of Manchester indemnification standards as detailed in the Information for Bidders section of this Invitation for Bids.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.
33. Payments shall be made within 15-45 days of delivery and acceptance of contracted item(s)/services or upon receipt of a verified claim for payment, whichever is later. The claim for payment consists of the original delivery slip and two (2) copies of the invoice/bill of sale executed as provided for in the paragraph above.

34. 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.

35. 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.

36. The Contractor agrees by signing the Contract Agreement 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 (Sundays and City of Manchester holidays excluded) of time consumed in completing the work beyond the time conditions stipulated in the Invitation to Bid and the Contract Agreement 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.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT
PROSECUTION OF WORK
THERMOPLASTIC PAVEMENT MARKINGS 2019

Location of the Work:

The locations shall be as shown on the attached figures in the Information to Bidders section.

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>Fairpoint</td>
<td>100 Gay Street, 2nd Fl.</td>
<td>645-2700</td>
</tr>
<tr>
<td>PSNH</td>
<td>333 March Avenue</td>
<td>1-800-662-7764</td>
</tr>
</tbody>
</table>

Prosecution:

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 within the limits of available funds. However, the City reserves the right to add work to the project if funds are available to do so.

The City will provide plans showing the final location of all markings to be included with the signed contract. The plans are meant to be a schematic representation of the project. It should be understood by the Contractor that actual field conditions may differ. Therefore, some construction requirements will be determined in the field by the Engineer and payment for all work shall be based on the unit prices bid.

Any symbols or words with existing thermoplastic shall be obliterated before applying the new thermoplastic.

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.
Layout of Work

The Contractor, at their own expense, shall be responsible laying out the locations of the pavement markings in accordance with the provided documents. If there are any locations in question, pre-approval from the engineer shall be sought prior to the initiation of work.

No separate payment will be made for the work described in this section.

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 Attendances.
TECHNICAL SPECIFICATIONS

The Contractor shall follow and adhere to the City of Manchester “Standard Specifications for Road, Drain & Sewer Construction” as most recently approved and adopted.

If the work or material is not detailed in the previously mentioned document, then the most recently published New Hampshire Department of Transportation “Standard Specification for Road and Bridge Construction” and most recently published Federal Highway Authority “Manual on Uniform Traffic Control Devices” shall prevail.

If the work or material is not detailed in those documents, then full submittals shall be provided for approval to the Department of Public Works prior to the commencement of any work.
ITEMS TO INCLUDE WITH BID
# BID FORM
## THERMOPLASTIC PAVEMENT MARKINGS 2019

The project as detail in the Invitation for Bid Documents shall be completed for the prices listed below. 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 them. The amount in words shall govern.

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Item Description (Unit Price in Words)</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>632.32 A</td>
<td>8’ Tall x ~7’ Wide Thermoplastic “SCHOOL” Symbol</td>
<td>Ea</td>
<td>100</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>632.32 B</td>
<td>Helmeted Bicyclist Thermoplastic Symbol (Bicyclist and Arrow)</td>
<td>Ea</td>
<td>50</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>632.32 C</td>
<td>Shared Lane (‘Sharrow’) Thermoplastic Symbol</td>
<td>Ea</td>
<td>50</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>632.32 D</td>
<td>Thermoplastic Turn Arrows</td>
<td>Ea</td>
<td>50</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>632.32 E</td>
<td>Thermoplastic Shared Turn and Through Lane Arrows</td>
<td>Ea</td>
<td>10</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>632.32 F</td>
<td>Thermoplastic “ONLY” Symbol</td>
<td>Ea</td>
<td>50</td>
<td>$___________</td>
<td>$___________</td>
</tr>
<tr>
<td>632.911</td>
<td>Obliterate Existing Pavement Markings</td>
<td>Ea</td>
<td>75</td>
<td>$___________</td>
<td>$___________</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACT PRICE BASE BID:**

$______________________________________________________

(Cost in numbers)

____________________________________________________Dollars and___________Cents.

(Cost in written words)

This Proposal includes Addenda No.: __________________________
Notes:

I. The undersigned agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

II. Traffic control is incidental to the work and no additional payment shall be made.

III. The undersigned 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, they 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:

_______________________________
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:

___________________________________
___________________________________
___________________________________
BID BOND
THERMOPLASTIC PAVEMENT MARKINGS 2019

The undersigned 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 Five Thousand Dollars and Zero Cents ($5,000.00) 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 informality in the bidding.

*Bidder will cross out words which do not apply.

____________________________________
Contractor's Signature           Date

____________________________________
Title
ITEMS FOR INFORMATIONAL PURPOSES
CONTRACT AGREEMENT
THERMOPLASTIC PAVEMENT MARKINGS 2019

THIS AGREEMENT made this th day of , 2019 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 Company Name 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 PROJECT TITLE 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 ($000,000,000.00) 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 in Manchester NH and as detailed in the

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 60 consecutive calendar days from the date specified in the Notice to Proceed.

The successful Bidder at the time of the execution of the contract, must deposit with the Department of Public Works security in the form of a Performance Bond and a Payment Bond, each in the sum equal to 100 percent of the amount of the contract award. The form of the bonds shall be that provided by the Department and the surety shall be acceptable to 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.

Signed and sealed in presence of:

______________________________

Date

COMPANY NAME
(SEAL)

By: _________________________
Signatory Name
Signatory 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,

County of Hillsborough,

On this _____ day of ___________ 2019

before me personally came Signatory Name

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

that he resides at: Signatory Address

and is the Signatory Title of Company Name 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 the Contractor has been designated as the project "Safety Officer".

Company Name

Date: ___________, 2019

Signatory Name
Signatory 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.

**Company Name**

Date: __________, 2019

_______________________________

Signatory Name
Signatory Title
PERFORMANCE BOND
THERMOPLASTIC PAVEMENT MARKINGS 2019

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 __________________________________________________________ ($000,000,000.00)
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 THERMOPLASTIC PAVEMENT MARKINGS 2019
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 __________________ 2019.
ATTEST:  

______________________________  
Principal  

______________________________  
(Principal)  

______________________________  
(Seal)  

By_________________________(S)  

______________________________  
Witness as to Principal  

______________________________  
______________________________  
Address  

ATTEST:  

______________________________  
Surety  

______________________________  
(SURETY)  

By_________________________(s)  

______________________________  
Attorney-in-Fact  

______________________________  
(SEAL)  

______________________________  
Witness to Surety  

______________________________  
(Address)  

______________________________  
Address  

Note:  Date of Bond must not be prior to date of Contract.
PAYMENT BOND
THERMOPLASTIC PAVEMENT MARKINGS 2019

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 ________________________________ ($000,000,000.00) 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 __________, 2019 entered into a contract with Owner for the construction of THERMOPLASTIC PAVEMENT MARKINGS 2019 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 ________________, 2019.
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.
INDEMNIFICATION AND INSURANCE REQUIREMENTS
THERMOPLASTIC PAVEMENT MARKINGS 2019

In consideration of the utilization of Consultant's services by the City of Manchester and other valuable consideration, the receipt of which is hereby acknowledged, Consultant agrees that all persons furnished by Consultant shall be considered the Consultant's employees or agents and that Consultant shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

Indemnification Requirements

Contractor hereby agrees to protect, defend, indemnify, and hold the City of Manchester and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by the City arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly out of this Contractor Agreement.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision shall be effective without respect to liability arising out of the Contractor’s services or premise and not in respect to the liability arising out of the sole negligence of the City of Manchester, its employees, agents, officers or servants.

Insurance Requirements

Contractor agrees to maintain in full force and effect:

Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability, XCU coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be $1,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; $1,000,000 annual aggregate personal injury liability.

Automobile liability insurance for owned, non-owned and hired vehicles shall have the minimum limit of liability at $1,000,000 for; each accident, combined single limit for bodily injury, and property damage.

Worker's Compensation insurance, whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, with statutory coverage and including employer's liability
insurance with limits of liability of at least $100,000 for each accidental injury and, with respect to bodily injury by disease, $100,000 each employee and $500,000 per policy year.

Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of Consultant.

Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner’s list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best’s Key Rating Guide.

Contractor agrees to furnish certificate(s) of the above mentioned insurance to the City of Manchester within fourteen (14) days from the date of this agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name the City of Manchester and the Department of Public Works and their sub-consultants as an additional insured and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, 1 City Hall Plaza, Manchester, New Hampshire 03101 and the City of Manchester, Department of Public Works 475 Valley Street, Manchester, New Hampshire 03103, at least (30) days in advance of such cancellation or change.

The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Contractor’s liability hereunder or in any way modify the Contractor’s indemnification responsibilities to the City of Manchester and the Department of Public Works.

It shall be the responsibility of Contractor to ensure all sub-contractors comply with the same insurance requirements that they are required to meet.