

CONTRACT DOCUMENTS AND SPECIFICATIONS

For

Banfield Road Improvements Project

Bid Proposal #36-20

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City of Portsmouth, New Hampshire

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City of Portsmouth
Portsmouth, New Hampshire
Department of Public Works

Banfield Road Improvements Project

INVITATION TO BID

Sealed bid proposals, **plainly marked, Banfield Road Improvements Project Project**, Bid Proposal #36-20 **on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Public Works Department, 680 Peverly Hill Road, Portsmouth, New Hampshire, 03801, will be accepted until **2:00 p.m. on Wednesday, July 8, 2020**; at which time all bids will be publicly opened and read aloud.

This project consists of the replacement of six (6) culverts, construction of a new closed drainage system, shoulder widening, retaining wall construction, guardrail installation, full depth pavement reconstruction, and other ancillary tasks.

Electronic Bidding Documents may be obtained at the City's website <http://cityofportsmouth.com/finance/purchasing.htm>. Hard copies of the Bidding Documents will not be furnished by the City. Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website under the project heading. Questions may be addressed to the Project Coordinator, Ryan Flynn, via email at raflynn@cityofportsmouth.com or by phone at (603) 766-1413.

Work may begin on or after August 1st, 2020. The Contractor shall have 60 calendar days to achieve substantial completion from the date work begins at the project site. All sections of the work shall be completed by October 30, 2020. Liquidated damages shall be assessed at \$500.00 per day.

The Contractor will be permitted to close the road to through traffic during work hours, but will be required to keep the roadway passable for local traffic, emergency vehicles, and pedestrians to the maximum degree possible.

Bidders must determine the quantities of work required and the conditions under which the work will be performed.

A mandatory pre-bid meeting will be held at 10:00 am on Wednesday, June 24, 2020 at the Public Works training room located at 680 Peverly Hill Road. Attendees will be required to wear masks and socially distance themselves while in the building.

The City reserves the right, after bid opening and prior to award of the contract, to modify the amount of the work in the event that bids exceed budgeted amounts. The City of Portsmouth further reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the City.

Each Bidder shall furnish a bid security in the amount of ten percent (10%) of the bid. The Bid Security may be in the form of a certified check drawn upon a bank within the State of New Hampshire or a bid bond executed by a surety company authorized to do business in the State of New Hampshire, made payable to the City of Portsmouth, N.H.

Bidders must be pre-qualified by the New Hampshire Department of Transportation for paving and/or road work. Any Bid submitted by a Bidder not pre-qualified will be rejected as non-conforming. Any subcontractor working on the project will be pre-approved by the City prior to the start of construction.

The General Contractor will be permitted to subcontract portions of the work not to exceed an aggregate dollar value of 50% of the total contract bid amount in complete accordance with Section 108 of the State of New Hampshire Standard Specifications for Road and Bridge Construction.

INSTRUCTIONS TO BIDDERS

BIDDING REQUIREMENTS AND CONDITIONS

1. **Special Notice to Bidders**

Appended to these instructions is a complete set of bidding and general contract forms. These forms may be detached and executed for the submittal of bids. The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.

Bidders must submit a Statement of Bidder's Qualifications with their bid submittal.

A non-mandatory pre-bid conference will be held at the time and location stated in the advertisement for bids. Representatives of the Owner and Engineer will be present to discuss the Project. Bidders are highly encouraged to attend and participate in the conference.

Questions may be addressed to the Project Coordinator, Ryan Flynn, via email at raflynn@cityofportsmouth.com or by phone at (603) 766-1413. Questions received less than seven days prior to the date for opening of bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda to this proposal, including pre-bid meeting minutes and written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will **NOT** be sent directly to firms. Contractors submitting a proposal should check the web site daily for addenda and updates after the release date. Firms should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

2. **Interpretation of Quantities in Bid Schedules**

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

3. **Examination of Plans, Specifications and Site Work**

The bidder is expected to examine carefully the site of the proposed work, the plans, standard specifications, supplemental specifications, special provisions and contract forms before submitting a proposal. The submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials.

Plans, surveys, measurements, dimensions, calculations, estimates and statements as to the condition under which the work is to be performed are believed to be correct, but the contractors must examine for themselves, as no allowance will be made for any errors or inaccuracies that maybe found therein.

4. **Familiarity with Laws**

The bidder is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance

thereof. If the bidder shall discover any provision in the plans or specifications which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the engineer in writing.

5. Preparation of Proposal

a) The bidder shall submit its proposal upon the forms furnished by the Owner. The bidder shall specify a lump sum price in figures, for each pay item for which a quantity is given and shall also show the products of the respective prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of the several items. All words and figures shall be in ink or typed.

If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink.

b) The bidder's proposal must be signed with ink by the individual, by one or more general partners of a partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and post office address must be shown, by a partnership the name and post office address of each general and limited partner must be shown; as a joint venture, the name and post office address of each venturer must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles and business addresses of the president, secretary and treasurer.

6. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the Owner's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any portion thereof is detached;
- If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or
- If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

7. Proposal Guaranty

No proposal will be considered unless accompanied by a bid bond, surety, or similar guaranty of the types and in an amount not less than the amount indicated in the Invitation to Bid. All sureties shall be made payable to the "City of Portsmouth". If a bid bond is used by the bidder it shall be:

- In a form satisfactory to the Owner;
- With a surety company licensed, authorized to do business in, and subject to the jurisdiction of the courts of the State of New Hampshire; and
- Conditioned upon the faithful performance by the principal of the agreements contained in the sub-bid or the general bid.

In the event any irregularities are contained in the proposal guaranty, the bidder will have four business days (not counting the day of opening) to correct any irregularities. The corrected guaranty must be received by 4:00 p.m. If irregularities are not corrected to the satisfaction of the Owner, the Owner, in its sole discretion, may reject the bid.

8. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened.

9. Withdrawal of Proposals

A bidder will be permitted to withdraw his or her proposal unopened after it has been submitted if the Owner receives a request for withdrawal in writing prior to the time specified for opening the proposals.

10. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

11. Disqualification of Bidders

Any or all of the following reasons may be deemed by Owner in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- Evidence of collusion among bidders;
- Failure to submit all required information requested in the bid specifications;
- If the Contractor is not listed with the New Hampshire Department of Transportation as a pre-qualified contractor under the classification of paving and/or road work;
- Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidders qualification or otherwise;
- Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded;
- Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- Default or unsatisfactory performance on previous contracts; or
- Such disqualification would be in the best interests of the Owner.

12. Material Guaranty and Samples

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, and the Owner may, in its sole discretion, reject the bid based on the contents of the statement or as a result of the failure of the bidder to submit the statement.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

a) After the proposals are opened and read, they will be compared on the basis of the total price for all sections of work to be charged to perform the work and any such additional considerations as may be identified in the bid documents. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

b) The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the Owner, the best interest of the City of Portsmouth will be promoted thereby.

2. Award of Contract

Within 30 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

The award shall not be considered official until such time that a Purchase Order, fully executed contract or an award letter has been issued by the Finance Director. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not considered official. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

Determination of the lowest bidder will be based on the total contract price for the Base Project as shown on the bid proposal form. Due to fluctuating prices and possible budget limitations, the City reserves the right to delete portions of the work from the contract prior to execution.

3. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the Owner.

4. Return of Proposal Guaranty

All proposal guaranties, except those of the three lowest bidders, will be returned upon request following the opening and checking of the proposals. The proposal guaranties of the three lowest bidders will be returned within ten days following the award of the contract if requested.

5. Contract Bond

At the time of the execution of the contract, the successful bidder shall furnish:

- Labor and materials payment bond in the amount of 100 percent of the contract amount.

Each bond shall be: (1) in a form satisfactory to the Owner; (2) with a surety company licensed and authorized to do business and with a resident agent designated for services of process in the State of New Hampshire; and (3) conditioned upon the faithful performance by the principal of the agreements contained in the original bid. All premiums for the contract bonds are to be paid by the contractor.

6. Execution and Approval of Contract

The successful bidder is required to present all contract bonds, to provide proof of insurance, and to execute the contract within 10 days following receipt of the City's notification of acceptance of the bid. No contract shall be considered as in effect until it has been fully executed by all parties.

7. Failure to Execute Contract

Failure to execute the contract and file an acceptable bond within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised as the Owner may determine in its sole discretion.

PROPOSAL FORM

Banfield Road Improvements Project

CITY OF PORTSMOUTH, N.H.

To the City of Portsmouth, New Hampshire, herein called the Owner.

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. All interested in the Bid as Principals are named herein;
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid;
4. The bidder has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the bidder has carefully read and examined the Drawings, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
5. The bidder understands that the quantities of work calculated in the Bid or indicated on the Drawings or in the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Portsmouth City Engineer. Any such changes will not result in or be justification for any penalty or increase in contract prices; and agrees that, if the Bid is accepted the bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefor the following item prices; and
6. It is the intention of this contract that the items listed above describe completely and thoroughly the entirety of the work as shown on the plans and as described in the specifications. All other items required to accomplish the above items are considered to be subsidiary work, unless shown as a pay item.

BASE PROJECT BID SCHEDULE (BASIS OF AWARD)

INCLUDES EMBANKMENT AND RETAINING WALL THROUGH WETLANDS, CULVERTS, DRAINAGE, GUARDRAIL, AND ANCILLARIES.

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
201.1	0.4	A	Clearing and Grubbing (F), for the unit price per acre of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
201.21	6	EA	Removing Small Trees, for the unit price per each of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
201.22	3	EA	Removing Large Trees, for the unit price per each of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
201.881	1,200	SY	Invasive Species Control Type 1, for the unit price per square yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
201.882	500	SY	Invasive Species Control Type 2, for the unit price per square yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
202.41	360	LF	Removal of Existing Pipe 0-24" Diameter, for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
203.1	500	CY	Common Excavation, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____

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ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
203.2	20	CY	Rock Excavation, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
203.4	750	CY	Muck Excavation, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
203.55555	6	U	Guardrail EAGRT Offset Platform, TL 2-25', for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
203.6	500	CY	Embankment-In-Place (F) , for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
203.662	950	CY	Rock and Gravel Backfill for Mulch and Unsuitable Material Excavation, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
206.1	75	CY	Common Structure Excavation, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
209.1	100	CY	Granular Backfill, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____

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ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
304.32	65	TON	Crushed Gravel for Shoulder Leveling, for the unit price per ton of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
304.4	20	CY	Crushed Stone (Fine Gradation) (F), for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
304.5	125	CY	Crushed Stone Bedding (2" Stone), for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
403.12	85	TON	Hot Bituminous Pavement, Hand Method, for the unit price per ton of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
503.101	1	U	Water Diversion Structure, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
503.102	1	U	Water Diversion Structure, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
503.103	1	U	Water Diversion Structure, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____

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ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
506.501	60	SY	Steel Sheet Piling for Temporary Support System, for the unit price per square yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
506.502	170	SY	Steel Sheet Piling for Temporary Support System, for the unit price per square yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
520.1	6	CY	Concrete Class A, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
544.1	80	LB	Reinforcing Steel (Roadway), for the unit price per pound of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
585.3	300	CY	Stone Fill, Class C, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
592.31	1,400	SF	Precast Concrete Modular Retaining Wall, for the unit price per square foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
593.431	450	SY	Geotextile; Perm Control Cl.3, Non-Woven, for the unit price per square yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____

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ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
603.82212	950	LF	12" PE Pipe (Type S) , for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
603.82215	185	LF	15" PE Pipe (Type S) , for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
603.82218	400	LF	18" PE Pipe (Type S) , for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
604.0007	10	EA	Polyethylene Liner, for the unit price per each of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
604.124	10	U	Catch Basins Type B, 4-Foot Dia., for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
604.4	1	EA	Reconstructing/Adjusting Catch Basin & Drop Inlet, for the unit price per each of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
604.9101	1	U	Outlet Control Structure, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____

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ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
606.12551	11	U	Beam Guardrail (Terminal Unit Type EAGRT, TL 2-25') (Steel Post), for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
606.141	60	LF	Beam Guardrail (Curved w/CRT Posts), for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
606.18001	1,200	LF	31" W-Beam Guardrail (Terminal Unit Type G-2) (Steel Post), for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
606.84	1	U	Anchor for Curved Guardrail w/CRT Posts, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
609.5	20	LF	Reset Granite Curb, for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
618.6	140	DAY	Uniformed Officers with Vehicle, for the unit price per day of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
618.7	170	DAY	Flaggers, for the unit price per day of: _____ Dollars and _____ Cents.	\$ _____	\$ _____

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ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
619.1	1	U	Maintenance of Traffic, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
619.25	4	U	Portable Changeable Message Sign, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
621.31	8	EA	Single Delineator with Post, for the unit price per each of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
621.32	6	EA	Double Delineator with Post, for the unit price per each of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
622.52	4	EA	Resetting Bounds, for the unit price per each of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
628.2	1,350	LF	Sawed Bituminous Pavement, for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
645.512	3,150	LF	Compost Sock for Perimeter Berm, for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
646.531	3,000	LF	Silt Fence, for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____

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ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
645.7	1	U	Storm Water Pollution Prevention Plan, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
645.71	300	HR	Monitoring SWPPP and Erosion and Sediment Controls, for the unit price per hour of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
646.51	1,000	SY	Turf Establishment with Mulch, Tackifiers and Loam, for the unit price per square yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
670.066	2	EA	Mailbox Support Assemblies, for the unit price per each of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
692	1	U	Mobilization, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
697.11	1	U	Invasive Species Control and Management Plan, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
699	1	\$	Misc. Temporary Erosion & Sediment Control	\$ _____	\$ _____

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
1008.11	1	\$	Alterations and Additions as Needed – Unanticipated Work	\$ _____	\$ _____
1010.2	1	\$	Asphalt Cement Adjustment	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>

TOTAL CONTRACT PRICE BASE PROJECT (BASIS OF AWARD):

In Figures: \$ _____

In Words: \$ _____

ADD-ALTERNATE #1 SCHEDULE

INCLUDES ROADWAY RECLAMATION, CURBING, PAVING, AND ANCILLARIES.

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
202.6	50	LF	Curb Removal for Salvage, for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
214	20,000	SY	Fine Grading, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
304.45	25	CY	Crushed Stone for Drives, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
306.112	17,000	SY	Reclaimed Stabilized Base Processed in Place, 12 in Deep (F), for the unit price per square yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
306.2001	465	CY	Reclaimed Stabilized Base Removed and Re-handled (Embankment), for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
306.36	1,700	CY	Stone for Reclaimed Stabilized Base, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
403.11	4,950	TON	Hot Bituminous Pavement, Machine Method, for the unit price per ton of: _____ Dollars and _____ Cents.	\$ _____	\$ _____

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ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
403.12	60	TON	Hot Bituminous Pavement, Hand Method, for the unit price per ton of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
403.6	7,000	LF	Pavement Joint Adhesive, for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
410.22	625	GAL	Asphalt Emulsion for Tack Coat, for the unit price per gallon of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
417	200	SY	Cold Planing Bituminous Surfaces, for the unit price per square yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
417A	1	DAY	Large Cold Planer with Crew and Trucking, for the unit price per day of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
520.1	6	CY	Concrete Class A, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____

Bid Proposal #36-20 Banfield Road Improvements Project

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
608.26	25	SY	6" Concrete Sidewalk (F) (Median Islands), for the unit price per square yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
609.216	120	LF	Straight Granite Sloped Curb 6" High, for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
609.5	275	LF	Reset Granite Curb, for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
611.90001	1	EA	Adjusting Water Gates and Shutoffs set by Others, for the unit price per each of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
615.0301	110	SF	Traffic Sign Type C, for the unit price per square foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
615.033	13	U	Removing Traffic Sign, Type C, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
618.6	30	DAY	Uniformed Officers with Vehicle, for the unit price per day of: _____ Dollars and _____ Cents.	\$ _____	\$ _____

Bid Proposal #36-20 Banfield Road Improvements Project

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
618.7	30	DAY	Flaggers, for the unit price per day of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
619.1	1	U	Maintenance of Traffic, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
619.25	4	U	Portable Changeable Message Sign, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
628.2	250	LF	Sawed Bituminous Pavement, for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
632.0104	13,000	LF	Retroreflective Thermoplastic Pavement Marking, 4" Line, for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
632.0112	65	LF	Retroreflective Thermoplastic Pavement Marking, 12" Line, for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
632.02	75	SF	Retroreflective Thermoplastic Pavement Marking, Symbol or Word, for the unit price per square foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
645.71	100	HR	Monitoring SWPPP and Erosion and Sediment Controls, for the unit price per hour of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
692	1	U	Mobilization, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____

TOTAL CONTRACT PRICE ADD-ALTERNATE #1:

In Figures: \$ _____

In Words: \$ _____

ADD-ALTERNATE #2 SCHEDULE

INCLUDES CURBING, SIDEWALK, AND ANCILLARIES.

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
201.1	0.2	A	Clearing and Grubbing (F), for the unit price per acre foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
201.21	3	EA	Removing Small Trees, for the unit price per each of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
201.22	27	EA	Removing Large Trees, for the unit price per each of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
203.1	250	CY	Common Excavation, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
203.2	20	CY	Rock Excavation, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
203.6	50	CY	Embankment-In-Place (F), for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
209.1	25	CY	Granular Backfill, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____

Bid Proposal #36-20 Banfield Road Improvements Project

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
214	5,000	U	Fine Grading, for the price per unit of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
304.4	10	CY	Crushed Stone (Fine Gradation) (F), for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
304.45	45	CY	Crushed Stone for Drives, for the unit price per cubic yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
403.12	25	TON	Hot Bituminous Pavement, Hand Method, for the unit price per ton of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
410.22	75	GAL	Asphalt Emulsion for Tack Coat, for the unit price per gallon of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
417	800	SY	Cold Planing Bituminous Surfaces, for the unit price per square yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
572.2	650	LF	Reconstructing Stone Wall Multiple Stones Wide, for the unit price per linear foot of: _____ Dollars	\$ _____	\$ _____
608.26	20	SY	6" Concrete Sidewalk (F) (Median Islands), for the unit price per square yard of: _____ Dollars	\$ _____	\$ _____

Bid Proposal #36-20 Banfield Road Improvements Project

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
608.34	2,400	SY	4" Reinforced Concrete Sidewalk, for the unit price per square yard of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
608.54	6	SY	Detectable Warning Devices, Cast Iron, for the unit price per square yard of: _____ Dollars	\$ _____	\$ _____
609.216	3,000	LF	Straight Granite Sloped Curb 6" High, for the unit price per linear foot of: _____ Dollars and _____ Cents.	\$ _____	\$ _____
611.90001	5	EA	Adjusting Water Gates and Shutoffs set by Others	\$ _____	\$ _____
618.6	50	DAY	Uniformed Officers with Vehicle	\$ _____	\$ _____
618.7	60	DAY	Flaggers	\$ _____	\$ _____
619.1	1	U	Maintenance of Traffic	\$ _____	\$ _____
619.25	4	U	Portable Changeable Message Sign	\$ _____	\$ _____

Bid Proposal #36-20 Banfield Road Improvements Project

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
645.512	1,600	LF	Compost Sock for Perimeter Berm	\$ _____	\$ _____
646.531	1,600	LF	Silt Fence	\$ _____	\$ _____
645.7	1	U	Storm Water Pollution Prevention Plan	\$ _____	\$ _____
645.71	160	HR	Monitoring SWPPP and Erosion and Sediment Controls	\$ _____	\$ _____
646.51	1,100	SY	Turf Establishment with Mulch, Tackifiers and Loam	\$ _____	\$ _____
670.066	4	EA	Mailbox Support Assemblies	\$ _____	\$ _____
692	1	U	Mobilization	\$ _____	\$ _____
697.11	1	U	Invasive Species Control and Management Plan	\$ _____	\$ _____

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
699	1	\$	Misc. Temporary Erosion & Sediment Control	\$ _____	\$ _____
1008.11	1	\$	Alterations and Additions as Needed – Unanticipated Work	\$ _____	\$ _____

TOTAL CONTRACT PRICE ADD-ALTERNATE #2:

In Figures: \$ _____

In Words: \$ _____

The City reserves the right to delete any portion of the work/reduce the quantities of work represented in this bid proposal form.

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, the bidder will accept compensation as stipulated therein.

Date: _____

Company: _____

By: _____
Signature

Business Address: _____

Title: _____

City, State, Zip Code, Telephone: _____

The Bidder has received and acknowledged Addenda No. _____ through _____.

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

We certify that the Company is currently pre-qualified with the State of New Hampshire for Paving Work.

By: _____
Signature

In order to follow the City's sustainability practices, future bid invitations/specifications may be sent electronically. Please provide an email address as to where I could email future bid invitations/specifications of this type. Thank you in advance for your cooperation.

Email Address: _____

BID SECURITY BOND

(This format provided for convenience, actual Bid Bond is acceptable in lieu of, if compatible.)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, as Principal, and

_____, as Surety, are hereby

held and firmly bound unto _____

IN THE SUM OF _____

as liquidated damages for payment of which, well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the

_____ A CERTAIN Bid attached hereto and hereby made a part hereof to enter into a contract in writing, hereinafter referred to as the "AGREEMENT" and or "CONTRACT", for

NOW THEREFORE,

(a) If said Bid shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,

(b) If said Bid shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or CONTRACT and for the payment for labor and materials furnished for the performance of the AGREEMENT and or CONTRACT,

then this obligation shall be void , otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

BID SECURITY BOND (continued)

The Surety, for value received, hereby agrees that the obligation of said surety and its bond shall be in no way impaired or affected by any extensions of the time within such BID may be accepted, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the parties hereto have duly executed

this bond on the _____ day of _____, 20__.

_____ L.S.
(Name of Principal)

(SEAL)

BY _____

(Name of Surety)

BY _____

STATEMENT OF BIDDER'S QUALIFICATIONS

Note: This is a required submittal, fill out completely.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in the contracting business under your present name; also state names and dates of previous firm names, if any.
7. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded to you? ____ (no) ____ (yes). If so, where and why?
10. Have you ever defaulted on a contract?
____ (no) ____ (yes). If so, where and why?
11. Have you ever failed to complete a project in the time allotment according to the _____ Contract Documents?
____ (no) ____ (yes). If so, where and why?
12. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
13. List your major equipment available for this contract.
14. List your key personnel such as project superintendent and foremen available for this contract.
15. List any subcontractors whom you will use for the following
(unless this work is to be done by your own organization, if so please state).
 - a. Crack sealing and Joint adhesive _____
 - b. Adjusting Structures _____
 - c. Pavement Markings _____
 - d. Curbing _____
 - e. Guardrail _____
 - f. Concrete Sidewalks _____
 - g. Other (please list) _____

(The City reserves the right to approve subcontractors for this project)

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

16. With what banks do you do business?

a. Do you grant the Owner permission to contact this/these institutions?
____(yes) ____ (no).

b. Latest Financial Statements, certified audited if available, prepared by an independent certified public accountant, may be requested by Owner. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Certified Audited Statement are preferred. Internal statements may be attached only if independent statements were not prepared.

Dated at _____ this _____ day of _____, 20__.

Name of Bidder

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and

says that the bidder is _____ of _____
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this _____ day of _____, 20__.

Notary of Public

My Commission expires _____

CONTRACT AGREEMENT

Banfield Road Improvements Project

THIS AGREEMENT made as of the _____ in the year **2020**, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and _____. (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - Work - The Contractor shall perform all work as specified or indicated in the Contract Documents for completion of the Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II - ENGINEER - The Director of Public Works or his authorized representative will act as City Engineer in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - The work shall commence in accordance with the Notice to Proceed. All requirements for substantial completion must be met within 60 days of start of work at the project site. All requirements for final completion must be met within 30 days of substantial completion and no later than October 30, 2020.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Contract Documents as shown under item prices in the Bid Proposal and as set forth in the Notice of Intent to Award if the bid amount exceeds budgeted amounts. Owner makes no representation that it will undertake all of the work estimated in the bid proposal form.

ARTICLE V - PAYMENT - Partial payments will be made in accordance with the Contract Documents. Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the unpaid balance of the Contract Price, subject to additions and deductions provided for in the Contract Documents.

ARTICLE VI - RETAINAGE - To insure the proper performance of this Contract, the Owner shall retain **ten percent** of the monthly payments claimed by the Contractor until 50% of the original contract work is invoiced and approved by the City. Once the Contractor has invoiced more than 50% of the original contract value, provided that the Contractor has satisfied the City regarding the quality and timeliness of the work and provided further that there is no specific cause for withholding additional retainage, no further amount will be withheld. Upon substantial completion of the work the amount of retainage shall be reduced to 2% of the total contract value plus any additional retainage amounts required by the City based on the City's estimate of the fair value of any remaining punch list items. Any additional retainage held for punch list items shall be held until such time as all items on the punch list are repaired or completed to the City's acceptance. The final 2% of retainage shall be held until the warranty period has expired.

CONTRACT AGREEMENT (continued)

ARTICLE VII - LIQUIDATED DAMAGES - In event the Contractor fails to successfully execute the work within the specified contract time the Owner shall assess the Contractor liquidated damages in the amount of **five hundred dollars (\$500)** for each calendar day beyond the specified completion date for each section of work. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

ARTICLE VIII – CONTRACT DOCUMENTS – The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Contractor’s Bid and Bonds
- 8.3 Notice of Intent to Award, Notice to Proceed
- 8.4 Instruction to Bidders
- 8.5 General Requirements, Control of Work, Temporary Facilities, Measurement and Payment, Standard Specifications
- 8.6 Insurance Requirements
- 8.7 Standard and Technical Specifications
- 8.8 Drawings
- 8.9 Special Provisions
- 8.10 Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE IX – TERMINATION FOR DEFAULT – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE X – INDEMNIFICATION OF OWNER – Contractor shall defend, indemnify and hold harmless Owner and its officials and employees from and against all suits, claims, judgments, awards, losses, costs or expenses (including without limitation attorneys’ fees) to the extent arising out of or relating to Contractor’s alleged negligence or breach of its obligations or warranties under this Contract. Contractor shall defend all such actions with counsel satisfactory to Owner at its own expense, including attorney’s fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE XI – PERMITS – The Contractor shall secure at its own expense, all permits and consents required by law as necessary to perform the work and shall give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE XII – INSURANCE – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

ARTICLE XIII – MISCELLANEOUS –

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the

Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.

- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this

AGREEMENT the day and year first above written.

BIDDER:

BY: _____

TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____
Karen S. Conard

TITLE: City Manager

NOTICE OF INTENT TO AWARD

Date:

TO:

IN AS MUCH as you were the low responsible bidder for work entitled:

Banfield Road Improvements Project

You are hereby notified that the City intends to award the aforesaid project to you.

Immediately take the necessary steps to execute the Contract and to provide required bonds and proof of insurance within fifteen (15) calendar days from the date of this Notice.

The City reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

City of Portsmouth
Portsmouth, New Hampshire

Judie Belanger,
Finance Director

NOTICE TO PROCEED

DATE:

PROJECT: **Banfield Road Improvements Project**

TO: _____

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE

WITH THE AGREEMENT DATED, _____ ALL WORK SHALL BE COMPLETED PRIOR

TO OCTOBER 30, 2020.

THE FOLLOWING WORK IS HEREBY AUTHORIZED:

(See specifications for descriptions of work areas and tasks)

CITY OF PORTSMOUTH, N.H.

BY: Peter H. Rice

TITLE: Public Works Director

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO
PROCEED IS HEREBY ACKNOWLEDGED BY

This the _____ day of _____ 20__

By: _____

Title: _____

CHANGE ORDER

Change Order #

Date of Issuance:

Owner: CITY OF PORTSMOUTH, N.H

Contractor:

You are directed to make the following changes in the Contract Documents:

Description:

Purpose of Change Order:

Attachments:

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract Price:
\$

Original Completion Date:
October 30, 2020

Contract Price prior to this
Change Order:
\$

Contract Time prior to this
Change Order:
October 30, 2020

Net Increase of
this Change Order:
\$

Net Increase or Decrease of
this Change Order:
0 Days

Contract Price with all
approved Change Orders:
\$

Contract Time with all
approved Change Orders:
October 30, 2020

RECOMMENDED:

by _____

by _____

by _____

PW Director

Deputy Finance Director

Finance Director

APPROVED:

APPROVED:

by _____
City Manager

by _____
Contractor .

LABOR AND MATERIAL PAYMENT BOND

(This format provided for convenience, actual Labor and Material Bond is acceptable in lieu, if compatible)

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

that _____

as Principal, hereinafter called Contractor, and _____ (Surety Company) a corporation organized and existing under the laws of the State of

_____ and authorized to do business in the State of New Hampshire hereinafter called Surety, are held and firmly bound unto the City of Portsmouth, N.H. Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the

amount of _____ Dollars (\$ _____), 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 _____ entered into a

contract with Owner for _____ in accordance with drawings and specifications prepared by the Public Works Department, 680 Peverly Hill Road, Portsmouth, N.H. 03801, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract and for the hire of all equipment, tools, and all other things contracted for or used in connection therewith, then this obligation shall be void, otherwise it shall remain in full force and effect, subject however, to the following conditions:

(1) A claimant is defined as one having a direct contract with the Principal or, with a subcontractor of the Principal for labor, material, equipment, or other things used or reasonably required for use in the performance of the Contract. "Labor and material" shall include but not be limited to that part of water, gas, power, light, heat, oil and gasoline, telephone service or rental of equipment applicable to the Contract.

(2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such a claimant, may sue on this bond for the use of such claimant, prosecute the suit by final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any such suit or any costs or expenses of any such suit, and principal and surety shall jointly and severally indemnify, defend and hold the Owner harmless for any such suit, costs or expenses.

(3) No suit or action shall be commenced hereunder by any claimant:

(a) Unless Claimant, other than one having a direct contract with the Principal, shall have given notice to all the following:

The Principal, the Owner and the Surety above named, within six (6) calendar months after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified

LABOR AND MATERIAL PAYMENT BOND (continued)

mail, postage prepaid, in an envelope addressed to the Principal, Owner, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of New Hampshire save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased all work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a State court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere. (4) The amount of this bond may be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

Signed and sealed this _____ day of _____, 20____. In the presence of:

(Witness) BY: _____
(Principal) (Seal)

(Surety Company)

(Witness) BY: _____
(Title) (Seal)

LABOR AND MATERIAL PAYMENT BOND (continued)

Note:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized Officer or Officers.

If this bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his Power of Attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Agreement.

CONTRACTOR'S AFFIDAVIT

STATE OF _____:

COUNTY OF _____:

Before me, the undersigned, a _____
(Notary Public, Justice of the Peace)

in and for said County and State personally appeared, _____
(Individual, Partner, or duly authorized representative of Corporate)

who, being duly sworn, according to law deposes and says that the cost of labor, material, and equipment and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract between

CITY OF PORTSMOUTH, NEW HAMPSHIRE

and _____
(Contractor)

of _____

Dated: _____

has been paid in full for Construction of: **Banfield Road Improvements Project**

(Individual, Partner, or
duly authorized
representative of
Corporate Contractor)

Sworn to and subscribed
before me this _____ day
of _____ 20____

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS that _____

(Contractor) of _____, County of _____ and State of

_____ does hereby acknowledge

that _____ (Contractor)

has on this day had, and received from the CITY OF PORTSMOUTH NEW HAMPSHIRE, final and completed payment for the Construction of:

Banfield Road Improvements Project

NOW THEREFORE, the said _____

(Contractor)

for myself, my heirs, executors, and administrators) (for itself, its successors and assigns) do/does by these presents remise, release, quit-claim and forever discharge the City of Portsmouth, New Hampshire, its successors and assigns, of and from all claims and demands arising from or in connection with the said Contract dated _____, and of and from all, and all manners of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specifications, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law of equity, or otherwise, against the City of Portsmouth, New Hampshire, its successors and assigns, which (I, my heirs, executors, or administrators) (it, its successors and assigns) ever had, now have or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of record time to the date of these presents.

IN WITNESS WHEREOF,

Contractor:

By: _____

print name of witness: _____

Its Duly Authorized _____

Dated: _____

GENERAL REQUIREMENTS

SCOPE OF WORK

1. INTENT OF CONTRACT

The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. The Contractor shall be required to conform to the intent of the plans and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the plans and specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.

2. INCIDENTAL WORK

Incidental work items for which separate payment is not measured includes, but is not limited to, the following items:

- a. Clearing, grubbing and stripping (unless otherwise paid for)
- b. Clean up
- c. Plugging existing sewers and manholes
- d. Signs
- e. Mobilization/Demobilization (unless otherwise paid for)
- f. Restoration of property
- g. Cooperation with other contractors, abutters and utilities.
- h. Utility crossings, (unless otherwise paid for)
- i. Minor items - such as replacement of fences, guardrails, rock wall, etc.
- j. Steel and/or wood sheeting as required.
- k. Accessories and fasteners or components required to make items paid for under unit prices or lump sum items complete and functional.

3. ALTERATION OF PLANS OR OF CHARACTER OF WORK

The Owner reserves the right, without notice to Surety, to make such alterations of the plans or of the character of the work as may be necessary or desirable to complete fully and acceptably the proposed construction; provided that such alterations do not increase or decrease the contract cost. Within these cost limits, the alterations authorized in writing by the Owner shall not impair or affect any provisions of the Contract or bond and such increases or decreases of the quantities as a result from these alterations or deletions of certain items, shall not be the basis of claim for loss or for anticipated profits by the contractor. The contractor shall perform the work as altered at the contract unit price or prices.

4. EXTRA WORK ITEMS

Extra work shall be performed by the Contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the Contract documents or if such pay items are not applicable than at a price negotiated between the contractor and the Owner or at the unit bid price. If the Owner determines that extra work is to be performed, a change order will be issued.

5. CHANGE ORDERS

The Owner reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents.

6. FINAL CLEANING UP

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds.

The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.

7. ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

Any provisions in any of the Contract Documents that may be in conflict with the paragraphs in these General Requirements shall be subject to the following order of precedence for interpretation.

1. Technical Specifications will govern General Requirements.
2. Special Provisions will govern Technical Specifications.
3. Plans will govern Special Provisions, Technical Specifications, and General Requirements.

CONTROL OF WORK

1. AUTHORITY OF ENGINEER

(a) All work shall be done under supervision of the City Engineer and to his satisfaction. The City Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) The City Engineer will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.

(c) The Owner reserves the right to demand a certificate of compliance for a material or product used on the project. When the certificate of compliance is determined to be unacceptable to the City Engineer the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense (see Sample of Certificate of Compliance).

2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

(a) The Contractor shall use every precaution to prevent injury or damage to wires, poles, or other property of public utilities; trees, shrubbery, crops, and fences along and adjacent to the right-of-way, all underground structures such as pipes and conduits, within or outside of the right-of-way; and the Contractor shall protect and carefully preserve all property marks until an authorized agent has witnessed or otherwise referenced their location.

(b) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

(c) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

(d) The Contractor shall paint with tree paint all scars made on fruit or ornamental trees by equipment, construction operations, or the removal of limbs larger than one inch in diameter. Damaged trees must be replaced if so determined by the City Arborist, in his or her sole discretion.

(e) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the Owner, after 48 hours' notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

(f) It is the intent of the Parties that the Contractor preserve, to as great an extent as possible, the natural features of the site.

(g) Manhole and/or catch basin castings, frames, covers, and grates shall be protected and preserved during construction. A careful inventory shall be kept regarding which frames and covers/grates were removed so they can be replaced in the proper location. Any damaged or missing frames, covers, or grates shall be replaced by the contractor at no cost to the owner.

CONTROL OF WORK (continued)

3. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

4. SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

5. PERMITS

It will be the responsibility of the Contractor to obtain all permits required for the operation of equipment in, or on, all city streets and public ways.

6. BARRICADES, WARNING SIGNS AND TRAFFIC OFFICERS

(a) The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roadway closed to traffic shall be protected by effective barricades. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to control and direct traffic in a proper manner, as approved by the engineer.

(b) The Contractor will be held responsible for all damage to the work from traffic, pedestrians, animals or any other cause due to lack of adequate controlling devices.

(c) The Contractor shall provide such police officers as the City Engineer deems necessary for the direction and control of traffic within the site of project.

The work prescribed herein will not be paid for separately but will be paid for as part of the Contract Price unless specifically appearing as a bid item.

TEMPORARY FACILITIES

1. STORAGE FACILITIES

(a) The Contractor shall not store materials or equipment in a public right-of-way beyond the needs of one working day. Equipment and materials shall be stored in an approved location.

(b) The Contractor shall protect all stored materials from damage by weather or accident and shall insure adequate drainage at and about the storage location.

(c) Prior to final acceptance of the work all temporary storage facilities and surplus stored materials shall be removed from the site.

2. SANITARY FACILITIES

(a) The Contractor shall provide for toilet facilities for the use of the workers employed on the work.

(b) Temporary toilet facilities may be installed provided that the installation and maintenance conform with all State and local laws, codes, regulations and ordinances governing such work. They shall be properly lit and ventilated, and shall be kept clean at all times.

(c) Prior to final acceptance of the work all temporary toilet facilities shall be removed from the site.

3. TEMPORARY WATER

The Contractor shall make all arrangements with the local water department for obtaining water connections to provide the water necessary for construction operations and shall pay all costs.

4. TEMPORARY ELECTRICITY

The Contractor shall make all arrangements with the Public Service Company for obtaining electrical connections to provide the electrical power necessary for construction operations and security lighting and shall pay all electrical connection and power costs.

The Contractor shall be responsible with obtaining an electrical permit from the City Electrical Inspector.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Commercial General Liability:
Bodily injury or Property Damage - \$2,000,000
Per occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$2,000,000
Per occurrence and general aggregate

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Workers Comprehensive Insurance coverage in at least statutorily required amounts for all people employed by the Contractor to perform work on this project.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Portsmouth, New Hampshire as named Additional Insured.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City of Portsmouth's general supervision of the contractor.
- 3) City of Portsmouth shall be listed as a Certificate Holder and Additional Insured.
The City shall be identified as follows:

City of Portsmouth
Attn: Legal Department
1 Junkins Avenue
Portsmouth, NH 03801

MEASUREMENT AND PAYMENT

1. MEASUREMENT OF QUANTITIES

(a) All work completed under the contract will be measured according to the United States standard measure.

(b) The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice. Unless otherwise stated all quantities measured for payment shall be computed or adjusted for "in place" conditions.

(c) Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the dimensions shown on the plans or ordered in writing.

(d) Structures will be measured according to lines shown on the plans or as ordered unless otherwise provided for elsewhere in the specifications.

(e) In computing volumes of excavation, embankment, and borrow, the average end area method will be used. Where it is impracticable to measure by the cross-section method, acceptable methods involving three-dimensional measurement may be used. When measurement of borrow in vehicles is permitted, the quantity will be determined as 80 percent of the loose volume.

(f) In computing volumes of concrete, stone and masonry, the prismatic method will be used. The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois.

(g) Except as specified below, all materials that are measured or proportioned by weight shall be weighed on scales which the Contractor has had sealed by the State or by a repairman registered by the Commissioner of Agriculture. All weighing shall be performed in a manner prescribed under the Rules and Regulations of the Bureau of Weights and Measures of the New Hampshire Department of Agriculture.

(h) Weighing of materials on scales located outside New Hampshire will be permitted for materials produced or stored outside the state, when requested by the Contractor and approved. Out-of-state weighing in order to be approved, must be performed by a licensed public weigh master or a person of equal authority in the state concerned on scales accepted in the concerned state.

(i) Each truck used to haul material being paid for by weight shall bear a plainly legible identification mark, and if required, shall be weighed empty daily at such times as directed.

(j) When material is weighed, the individual weight slips, which shall be furnished by the Contractor, for trucks, trailers, or distributors, shall show the following information: the date; the project; the material or commodity; the dealer or vendor; the Contractor or Subcontractor; the location of the scales; the vehicle registration number or other approved legible identification mark; the tare and net weights, with gross weights when applicable; and the weigher's signature or his signed initials.

(k) The right is reserved to weight any truck, trailer, or distributor, at locations designated, before and after making deliveries to the project.

(l) Bituminous materials will be measured by the gallon or ton.

(m) When material is specified to be measured by the cubic yard but measurement by weight is approved, such material may be weighed and the weight converted to cubic yards for payment purposes. Necessary conversion factors will be determined by the Owner.

MEASUREMENT AND PAYMENT (continued)

(n) The term "lump sum" when used as an item of payment will mean complete payment for the work described in the item.

(o) When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories, so as to provide the item complete and functional. Except as may be otherwise provided, partial payments for lump sum items will be made approximately in proportion to the amount of the work completed on those items.

(p) Material wasted without authority will not be included in the final estimate.

2. SCOPE OF PAYMENT

(a) The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

(b) The Contractor shall be liable to the Owner for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work.

(c) No monies, payable under the contract or any part thereof, except the first estimate, shall become due or payable if the Owner so elects, until the Contractor shall satisfy the Owner that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said contract; and the Owner, if he so elects, may pay any and all such bills, in whole or in part, and deduct the amount of amounts so paid from any partial or final estimate, excepting the first estimate.

3. COMPENSATION FOR ALTERED QUANTITIES

(a) Except as provided for under the particular contract item, when the accepted quantities of work vary from the quantities in the bid schedule the Contractor shall accept as payment in full, so far as contract items are concerned, at the original contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursements therefore or from any other cause.

(b) Extra work performed will be paid for at the contract bid prices or at the price negotiated between the Owner and the Contractor if the item was not bid upon. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead and profit). Costs shall be substantiated by invoices and certified payroll.

4. PARTIAL PAYMENTS

Partial payments of work accepted by the City will be made on a monthly basis during the contract period minus the retainage amount. See Article VI of the Contract Agreement regarding retainage schedule.

5. FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the City Engineer will make an inspection. If all construction provided for and contemplated by the contract is found complete to his satisfaction, this inspection shall constitute the final inspection and the City Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

MEASUREMENT AND PAYMENT (continued)

If, however, the inspection discloses any work in whole or in part, as being unsatisfactory, the City Engineer will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the City Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

6. ACCEPTANCE AND FINAL PAYMENT

(a) When the project has been accepted and upon submission by the Contractor of all required reports, completed forms and certifications, the Owner will review the final estimate of the quantities of the various classes of work performed. The Contractor may be required to certify that all bills for labor and material used under this contract have been paid.

(b) The Contractor shall file with the Owner any claim that the Contractor may have regarding the final estimate at the same time the Contractor submits the final estimate. Failure to do so shall be a waiver of all such claims and shall be considered as acceptance of the final estimate. From the total amount ascertained as payable, an amount equal to two percent (2%) of the whole will be deducted and retained by the Owner for the guaranty period.

(c) All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

7. GENERAL GUARANTY AND WARRANTY OF TITLE

(a) Neither the final certification of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

(b) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.

Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

8. NO WAIVER OF LEGAL RIGHTS

(a) Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or be stopped from recovering from the Contractor or his Surety, or both, such overpayment as it may sustain by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

MEASUREMENT AND PAYMENT (continued)

(b) The Contractor, without prejudice to the Contract shall be liable to the terms of the Contract, shall be liable to the Owner for latent defects, fraud or such gross mistakes as may amount to fraud, and as regards the Owner's right under any warranty or guaranty.

9. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

Whenever the improvement provided for by the Contract shall have been completely performed on the part of the Contractor and all parts of the work have been released from further obligations except as set forth in his bond and as provided in Section 8 above.

SHOP DRAWINGS

Shop Drawings for this project shall be submitted under the following conditions:

1. The Contractor shall submit working and detail drawings, well in advance of the work, to the City Engineer for review.
2. The Contractor's drawings shall consist of shop detail, erection and other working plans showing dimensions, sizes and quality of material, details and other information necessary for the complete fabrication and erection of the pertinent work.
3. The Contractor shall submit two (2) sets of drawings to the City Engineer.
4. Prior to the approval of the drawings, any work done or materials ordered for the work involved shall be at the Contractor's risk.
5. One (1) set of the drawings will be returned to the Contractor approved or marked with corrections to be made. After approval has been given, the Contractor shall supply the City Engineer with two sets of the revised detail working drawings.
6. The City Engineer's approval of the Contractor's working drawings will not relieve the Contractor from responsibility for errors in dimensions or for incorrect fabrication processes, or from responsibility to complete the contract work.

STANDARD SPECIFICATIONS

The Standard Specifications for Road and Bridge Construction of the State of New Hampshire Department of Transportation and any Addenda shall apply to all technical and measurement aspects of this project only.

However, the Standard Specifications for Road and Bridge Construction of the State of New Hampshire Department of Transportation and any Addenda shall NOT apply to General Requirements, Control of Work, Temporary Facilities, Payment, Insurance Requirements, etc. **with the exception that pavement escalation will be allowed in accordance with the NHDOT standard specifications.**

TECHNICAL SPECIFICATIONS

As noted above, the Technical Specifications for this project are the Standard Specifications for Road and Bridge Construction of the State of New Hampshire Department of Transportation and any Addenda shall apply to all technical and measurement aspects of this project only.

SPECIAL PROVISIONS

Amendments to Standard Specifications:

201.881	Invasive Species Control Type 1
201.882	Invasive Species Control Type 2
203.662	Rock and Gravel Backfill for Muck and Unsuitable Material Excavation
304.32	Crushed Gravel for Shoulder Leveling
304.4	Crushed Stone (Fine Gradation)
304.45	Crushed Stone (Fine Gradation) for Drives
306.112	Reclaimed Stabilized Bases Removed and Re-handled, XX” Deep
306.36	Stone for Reclaimed Stabilized Base
306.2001	Reclaimed Stabilized Base Removed and Re-handled (Embankment)
403.11	Hot Bituminous Pavement, Machine Method
403.12	Hot Bituminous Pavement, Hand Method
417A	Large Cold Planer with Crew and Trucking
503.10X	Water Diversion Structure
506.50X	Steel Sheet Piling for Temporary Support System (Retaining Wall)
592.31	Precast Concrete Modular Retaining Wall
604	Catch Basin, Drop Inlet, and Manhole Frames, Grates and Covers
604.9101	Outlet Control Structure
608	Sidewalks
609.216	Straight Granite Slope Curb 6” High
618	Uniformed Officers and Flaggers
619.1	Maintenance of Traffic
645.512	Compost Sock for Perimeter Berm
670.066	Mailbox Support Assemblies
697.11	Invasive Species Control and Management Plan
1008.11	Alterations and Additions as Needed – Unanticipated Work

Supplemental Specifications:

608.52	ADA Detectable Warning Tiles (Add Alternate)
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SPECIAL PROVISION

AMENDMENT TO SECTION 201 – CLEARING AND GRUBBING

Item 201.881 – Invasive Species Control Type I

Item 201.882 – Invasive Species Control Type II

Description

- 1.1 Work for this special provision shall consist of implementing control measures during clearing and grubbing, and tree removals for Type I & Type II invasive species that appear on the project site during construction.
- 1.2 Type II Species known to be present on site include common reed (*Phragmites australis*) and purple loosestrife (*Lythrum salicaria*). Other Type II species may also be present.
- 1.3 Invasive species control shall consist of furnishing all labor (including, but not limited to, handling, cutting, stockpiling and spraying), materials, services, equipment and supplies required for removal and proper disposal of the vegetation listed in the Prosecution of Work. The intent of this item is to compensate the Contractor for all additional costs incurred due to the handling of invasive species during construction excavations. This item will be paid in addition to the appropriate pay items for the class excavation and/or embankment work being performed. Work shall be done in accordance with the *NHDOT's Best Management Practices for Roadside Invasive Plants* handbook and the specific Invasive Species Control and Management Plan developed for this project. This work shall be coordinated with the NHDOT Bureau of Environment.

Add: Materials section:

- 2.1 Backfill to replace contaminated soil that is excavated shall conform to the material requirements of the appropriate section of the Standard Specifications for the material to be placed at that location.

Construction Requirements

- 3.1 The Contractor shall adhere to *NHDOT 2018 Best Management Practices for the Control of Invasive and Noxious Plant Species*.
- 3.2 Invasive species control for Types I shall consist of: Cleaning equipment upon leaving the area of the infestation
- 3.3 Invasive species control Type I methods shall consist of: July 1st through February 1st, when mature fruit are most likely present, chip plants and dispose of in a manner that precludes the spreading of mature seeds and/or fruit. Outside of this time period, usual clearing and grubbing methods shall be used.

3.4 The approved NHDES Wetlands Permit 2019-02206 shall also be strictly adhered to for the construction of Banfield Road. Specifically, permit condition #14 that requires the contractor to clean all soils and vegetation from equipment and timber matting before it is moved to and from the site.

Method of Measurement

4.6 The Invasive Species Control Type 1 will be measured by the square yard to nearest square yard from measurements taken on the ground surface covered.

Basis of Payment

5.7 The accepted quantities of invasive species control of the type specified will be paid for at the contract unit price per square yard (square meter) complete in place.

5.8 Invasive Species Control and Management Plan, including monitoring invasive species re-growth, will be paid under Item 697.11.

5.9 Excavation of invasive species material will be paid under the appropriate contract items for the class of excavation being performed.

5.10 Materials required to replace material for excavated areas will be paid for as Item 203.6 - Embankment-In-Place or other appropriate items of the contract.

5.11 Disposal of invasive species material and their associated soils by burying within the road section will be paid under Item 203.6 - Embankment-in-Place.

5.12 Disposal of invasive species material outside of the road section but within the job limits, when allowed, will be paid as Item 203.1 - Common Excavation or Item 203.6 - Embankment- In-Place. Disposal of any surplus material from this excavation will be subsidiary to the work.

5.12.1 If disposal off-site is approved disposal fees will be paid as provided for in 104.02 and 109.04.

5.13 If standard clearing and grubbing methods are used per 3.4.2.1, no additional payment will be made under Item 201.88X.

Pay Item Pay Unit

201.881	Invasive Species Control Type 1	Square Yard
201.882	Invasive Species Control Type II	Square Yard

SPECIAL PROVISION

AMENDMENT TO SECTION 203 – EXCAVATION AND EMBANKMENT

Item 203.662 – Rock and Gravel Backfill for Muck and Unsuitable Material Excavation

Description

This work shall consist of placing suitable rock and gravel backfill for the area of muck and unsuitable material excavated to a depth as shown on the plans and as agreed upon by the Engineer in the areas of the 1.5:1 rock slope, and within the wetlands.

Add to Description:

- **1.3** Backfill material for excavated muck and unsuitable material locations shall consist of gravel or a rock and gravel mixture, as indicated in the plans or as directed. Gravel backfill is generally applicable for backfill of dry excavations and wet excavations that extend less than 5 feet below the prevailing water level. Rock and gravel backfill is generally applicable for wet excavations that extend greater than 5 feet below the prevailing water level. Material availability will also be considered by the Engineer when determining backfill material requirements.

- **Add** to Classification of Materials:

- **2.9** Backfill material for muck and unsuitable material excavations shall conform to the following.

- **291** Gravel Backfill for Muck and Unsuitable Material Excavation shall conform to the gradation requirement of Item 304.2 in Section 304, Table 1. The gravel shall not be required to meet the wear requirement in 304.2.1.1.

- **292** Rock and Gravel Backfill for Muck and Unsuitable Material Excavation shall have 30 percent to 70 percent rock by volume with the remainder volume being gravel. The rock portion shall meet the stone size requirements in 585.2.1.2. The gravel portion shall meet the required gradation defined in 2.9.1.

Replace 3.5.1:

- **3.5.1 Muck removal and replacement.** The excavation of muck shall be handled in a manner that prevents the entrapment of muck within the backfill. Backfilling of the excavated area shall follow immediately behind the excavation of the muck. The backfill shall be placed in a manner that pushes any remaining soft material within the excavation ahead of the advancing backfill. Materials used for muck backfill shall be as indicated on the plans or as directed, and shall include Items 203.6, 203.662, or other specified items. When used, voids in the final surface of Rock and Gravel Backfill shall be thoroughly filled to prevent downward migration of embankment materials into any voids within the Rock and Gravel Backfill. Where groundwater is present, the backfill material shall be placed in one continuous lift to a maximum elevation of 2 feet above the water level, unless otherwise directed. During muck removal, the Contractor shall allow the Engineer adequate opportunity to take all the necessary elevations and measurements for determining the volume removed.

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Replace 3.6.1:

3.6.1 Removal and replacement of unsuitable material for subgrade and slopes.

•
3611 Subgrade unsuitable material removal and replacement. Where unsuitable material as defined in 2.7 is encountered at the design subgrade in cut sections, the Engineer will direct the limits of unsuitable material excavation. Materials used for backfilling the unsuitable material excavation at subgrade shall be as directed, and shall include Items 203.6, 203.662, or other specified items. The replacement materials shall be compacted to the design subgrade, unless otherwise ordered. Backfilling to replace unsuitable material where groundwater is present shall follow the same procedure described in 3.5.1 so that any unsuitable material is pushed ahead of the backfill. When directed for use, a geotextile meeting the requirements of Section 593 for separation shall be placed between the final surface of the backfill material and the overlying embankment or base course materials.

•
3612 Slope unsuitable material removal and replacement. Where unsuitable material, including unstable material caused by groundwater seepage is encountered within cut slopes, the Engineer will direct the limits of the unsuitable excavation. Materials used for backfilling the unsuitable excavation within slopes shall be as indicated on the plans or as directed, and include Items 203.662, Item 585.3, or other specified items. When directed for use, a geotextile meeting the requirements of Section 593 for permanent erosion control shall be placed below the slope backfill materials.

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Replace 3.7.4:

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3.7.4 Unsuitable material removal and replacement below embankments. Where unsuitable material, including unstable material caused by groundwater conditions is encountered at the embankment bearing elevation within fill areas, the Engineer will direct the limits of unsuitable excavation. Removal and replacement of unsuitable materials shall follow the requirements of 3.6.1.1.

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•
Add to 4.1:

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•4.1.4 Rock and Gravel Backfill for Muck and Unsuitable Material Excavation will be measured by the cubic yard.

•
•
Replace 5.1.3:

•
•5.1.3 Excavation of unsuitable material in roadway cut slopes as described in 3.6.1.2 will be paid as provided in 5.1.8. Backfill of the unsuitable material excavation in slopes shall be as described in 3.6.1.2 with payment made under the item that is directed and approved for use as backfill.

Replace 5.1.9:

- **5.1.9** Backfill of unsuitable material excavations at subgrade and below embankments shall be as described in 3.6.1.1 and 3.7.4 with payment made under the item that is directed and approved for use as backfill. When Item 203.6 is used, an adjustment in the embankment-in-place final pay quantity will be made as provided in 203.4.2.1.

- **Add** to Basis of Payment:

- **5.14** When directed for use, geotextile will be paid for under the applicable Section 593 item or as provided in 109.04 if no bid item is in the contract.

- **Add** to Pay items and units:

203.662	Rock and Gravel Backfill for Muck and Unsuitable Material Excavation	Cubic Yard
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SPECIAL PROVISION

AMENDMENT TO SECTION 304 -- AGGREGATE BASE COURSE

- Item 304.32 - Crushed Gravel for Shoulder Leveling**
- Item 304.4 - Crushed Stone (Fine Gradation)**
- Item 304.45 - Crushed Stone (Fine Gradation) for Drives**

Add to Materials:

2.12 Crushed Gravel for Shoulder Leveling Item 304.32 can be substituted for Item 304.42 Crushed Stone for Shoulder Leveling if readily available and meets the specifications for shoulder leveling.

Add to 3.4:

3.4.11 Crushed stone (fine gradation) Rock Slope bedding, shoulder leveling, or drives shall be placed where as shown on the plans and as determined by the Engineer.

Amend 4.4 to read:

4.4 Stone, crushed stone, gravel, crushed gravel, and crushed stone (fine gradation) for the type specified will be measured by the cubic yard of compacted material placed within the lines shown on the plans or as directed by the Engineer.

Amend 5.3 to read:

5.3 The accepted quantities stone, gravel, crushed stone, crushed gravel, and crushed stone (fine gradation) for type specified will be paid for at the contract unit price per yard cubic (cubic meter) complete in place.

Add to Pay items and units:

304.32	Crushed Gravel for Shoulder Leveling	Cubic Yard
304.4	Crushed Stone (Fine Gradation)	Cubic Yard
304.45	Crushed Stone (Fine Gradation) for Drives	Cubic Yard

SPECIAL PROVISION

AMENDMENT TO SECTION 306 – RECLAIMED STABILIZED BASE (RSB)

<u>ITEM 306.112</u>	<u>RECLAIMED STABILIZED BASE REMOVED AND REHANDLED, XX” DEEP (F)</u>	<u>SQUARE YARD</u>
<u>ITEM 306.36</u>	<u>STONE FOR RECLAIMED STABILIZED BASE</u>	<u>TON</u>

The work under these items shall conform to the relevant provisions of Section 306 of the Standard Specifications and the following.

Add to Description:

1.2 The following work shall be included in the item:

1.2.1 Lower existing utility structures to a depth below the material to be scarified.

1.2.2 Prepare road surface in accordance with reclaimer manufacturer recommendations.

1.2.3 Reclaim roadway to standard specification gradations.

1.2.4 Re-grade stabilized base according to typical section.

1.2.5 Saw Cutting asphalt surfaces.

1.2.6 Layout of grades or structures. Finished grade is assumed to be the preexisting elevation unless directed otherwise. Confirm with the Engineer prior to starting.

1.3 The following work shall not be paid for in the item:

1.3.1 Reclamation of pavement beyond the limit of work or the replacement of pavements in these areas for the convenience of the Contractor. Strict attention shall be made to minimize damage to pavement outside the limit of work.

Materials

Add to 2.1

2.1.4 Additional stone for reclaimed stabilized base shall be 1 ½” – 2” angular crushed stone.

Construction Requirements

Add to 3.1:

3.1.1 Use only a self-propelled or towed reclaiming machine specifically designed to process the existing asphalt surface and a specified amount of subsurface gravel to the tolerances specified herein.

3.1.2 Equipment Needed: Hammer Mill, Bomag type reclaimer or other approved equivalent, grader, water truck, vibratory roller, towing unit for reclaiming unit if not self-propelled.

Add to 3.5:

3.5.1 If required by the engineer, Contractor shall take samples of the existing pavement and base gravel to determine the need for additional gravel, stone and/or bituminous asphalt. Samples shall be taken at an interval of not less than one every 200 linear feet of roadway to be reclaimed or as directed.

3.5.2 Testing shall be performed at an NHDOT approved laboratory in accordance with AASHTO T 164.

Add 3.13:

3.13.1 All utility structures shall be lowered to prevent damage by the processing.

3.13.2 Where applicable, cut pavement according to Section 02555 of the Specifications.

3.13.3 The road pavement thickness and an approximately equal thickness of gravel base shall be reclaimed.

3.13.4 Reclaiming:

3.13.4.1 Apply water to insure optimum water content.

3.13.4.2 The reclaimer shall process the material to the specified gradation.

3.13.4.3 The process shall be repeated until the "Stabilized Base" meets the required specification.

3.13.5 Placement of the Stabilized Base:

3.13.5.1 Where specified remove the stabilized base and perform the necessary regrading of the underlying roadbed in accordance with the plans and profiles, typical specifications or as directed by the Engineer.

3.13.5.2 The stabilized base shall be compacted in accordance with NHDOT Section 304, "Aggregate Base Course", current edition.

3.13.5.3 The finish grade shall not vary more than plus or minus a quarter inch (+/- 1/4") from a ten foot (10') straight line applied parallel to or perpendicular to the centerline.

3.13.5.3 Excess material becomes the property of the contractor unless otherwise specified.

3.14. Contractor shall sawcut existing drives as directed by the engineer.

Pay Items

203A	Excavation and removal of excess reclaim	Cy
203B	Excavation of Unsuitables under RSB	Cy
214	Fine Grading	Sy
306.112	Reclaimed Stabilized Base processed in place, 12" deep	Sy
306.36	Stone for RSB (Includes cost of Blending in stone with reclaimer, delivery and spreading)	Ton

SPECIAL PROVISION

AMENDMENT TO SECTION 306 – RECLAIMED STABILIZED BASE

Item 306.2001 – Reclaimed Stabilized Base Removed and Re-handled (Embankment)

This special provision provides for the removal, re-handling, and/or use in replacement of excavated unsuitable material for slope construction and neither amends nor modifies the provision of NHDOT Section 306 except as noted below. The intent of this item is to work in conjunction with the process of the full depth construction of Banfield Road and for the construction of the 1.5:1 Rock Slope embankment as shown in the contract plans.

Add to Description

- 1.2 This work shall consist reclaimed pavement from Banfield Road, where suitable excess material shall be removed and re-handled and used in-leu of standard embankment-in-place Item 203.6 for the construction of the 1.5:1 Rock Slope embankment material.

Add to Construction Requirements

- 3.1 Due to the sensitivity of placement of and us of reclaimed stabilized base in the embankment fill near wetlands, the Contractor shall submit samples of the re-handled reclaimed stabilized base and methods of placement in the areas as shown in the contract plans (Details and Cross Sections)

3.2

Method of Measurement

- 4.1 Shall be measured in cubic yards as placed in the field after settlement.

Basis of Payment

- 5.1 Shall be paid as in cubic yards

Pay Item

306.2001 Reclaimed Stabilized Base Removed and Rehandled

Pay Unit

Cubic Yard

**SPECIAL PROVISION
AMENDMENT TO SECTIONS 401 AND 403**

<u>ITEM 403.11</u>	<u>HOT BITUMINOUS PAVEMENT, MACHINE METHOD</u>	<u>TON</u>
<u>ITEM 403.12</u>	<u>HOT BITUMINOUS PAVEMENT, HAND METHOD</u>	<u>TON</u>

The work under these items shall conform to the relevant provisions of Sections 401 and 403 of the Standard Specifications and the following.

Description

1.1 Description

- A. Work Included: Furnish and install bituminous concrete pavement courses in accordance with Sections 401 of the NHDOT Standard Specifications for Road and Bridge Construction (latest edition) and as specified in this section.
- B. All reference to NHDOT, NHDOT personnel or the Department may be construed as the Engineer, the City of Portsmouth, their agents and their representatives.

1.2 Quality Assurance

- A. Work shall conform to NHDOT Section 401, Tier 2 except as noted herein:
 - 1. Ride Smoothness: Section 401.3.17.3.4.1 shall apply except variations exceeding **3/8** inch in profile or cross slope shall be eliminated.
 - 2. Ride Smoothness: Section 401.3.17.3.4.4 shall apply except high points **0.5** inches in 25 feet shall corrected.

Materials

2.1 Materials

- A. Materials shall conform to NHDOT Section 401 except the following:
 - 1. **The maximum amount of Total Reused Binder (TRB) in the pavement mix design shall be .5% and the mix shall meet all volumetric mix design criteria.**
 - 2. Asphalt Cement shall not contain any form of used, recycled or refined oil. Suppliers of PG Binder shall certify that the PG Binder does not contain any used, recycled or refined oil.
 - 3. All 1/2" (12mm), 3/4" inch (19mm) and 1 inch (25mm) pavement mixes shall be designed using the 50 gyration N design, unless specified otherwise.
 - 4. Liquid asphalt cement binder shall have a Performance Grade (PG) of PG 64-28 for all standard bituminous and PG 64-E for all high strength bituminous pavements.
 - 5. All high strength asphalt, when specified, shall be 50 gyration unless otherwise directed.

2.2 Pavement Mix Designs

Pavement mix designs shall meet NHDOT Section 401.2.5.1 except the following:

- A. Minimum asphalt binder content shall be as follows:

Minimum Asphalt Binder Content		
Mix Type	50 Gyration	75 Gyration*
3/8-in (9.5 mm)	6.3	5.9
1/2-inch (12.5 mm)	5.9	*

3/4-inch (19 mm)	5.3	*
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The required minimum asphalt content is based on the use of aggregate with a specific gravity of 2.65 to 2.70. The minimum asphalt content requirement may be adjusted when aggregate with a higher specific gravity is used, or the minimum may be adjusted at the Engineer’s discretion if it is believed to be in the best interest of the Owner. All mix designs shall be submitted to the Engineer for verification and approval.

*75 Gyrations mix is not allowed for these sizes without express written permission of the engineer.

- B. Method Requirements NHDOT Section 401.2.6 shall apply including the following:
1. Coarse Aggregate: Stockpiled coarse aggregate shall meet the requirements of 2.6.1, Table 2.
 2. Tolerances: All mixtures shall conform within the range of tolerances provided in NHDOT Section 401.2.6.2
 3. When Non-Compliant test result, it shall be the Contractor’s responsibility to correct non-compliant pavement. The Contractor may be required to remove non-compliant material that is poorly graded or material exhibiting cracks, open joints or other imperfections (**no payment will be made for this material or its removal**).

Construction Requirements

Construction requirements shall be in accordance with Sections 401 of the NHDOT Standard Specifications for Road and Bridge Construction (latest edition) **and** as specified in this section.

1. Prior to placing any mix, a mix design shall be submitted for approval and pre-paving conference shall be held with the Owner, Contractor, and Engineer to discuss the proposed paving schedule, source of mix, type and amount of equipment to be used, sequence of paving pattern, rate of mix supply, traffic control, and general continuity of the operation. Special attention shall be made to the paving pattern sequence to minimize cold joints.
2. The Contractor shall notify the Engineer one week in advance of paving operations to allow sufficient time for scheduling personnel.
3. Any pavement course four inches (compacted depth) or greater shall be placed and compacted in two lifts.
4. Sweeping. Existing pavement or previously laid courses shall be thoroughly dry and free from all dust, dirt, and loose material. Sweeping with a power broom, supplemented by hand brooming, may be necessary.
5. Tack coat. Surfaces of any pavement course shall have a tack coat of emulsified asphalt applied in accordance with NHDOT Specifications. Application of emulsified asphalt shall be between 0.03 and 0.05 gal/yd².
6. Joint adhesive shall be used for all transverse and lateral seams when placing more than 100 tons of asphalt or more. This item is subsidiary unless a separate pay item is provided.
6. Utility covers, frames and grates, valves and other castings shall be set and raised. Contact surfaces of the drainage and utility castings shall be painted with a thin coating of suitable bituminous material. Surface pavement shall be removed from covers and castings immediately following pavement operations.
7. Method requirements NHDOT Section 401.3.1.2 shall apply.
8. In addition to 3.1.A.7 above, the following performance requirements shall apply:

- a). Tier 2 QA/QC performance requirements shall apply.
 - b). Ride Smoothness: NHDOT Section 401.3.17.3.4.1 shall apply except variations exceeding **3/8** inch in profile or cross slope shall be eliminated.
 - c). Ride Smoothness: Section 401.3.17.3.4.4 shall apply except high points 0.5 inches in 25 feet shall corrected.
9. For items 403.13L and 403.13S remove existing asphalt and gravel as needed. Saw cut edges, pave in two lifts a new asphalt patch using hand work or machine as appropriate.

Method of Measurement

Patches completed under items 403.13L and 403.13S will be measured by the square yard of road successfully repaired. All other items listed here will be measured in accordance to the standard specifications.

Basis of Payment

Patches completed under items 403.13L and 403.13S will be paid for by the square yard of road successfully repaired. Excavation of existing asphalt, preparing the hole for pavement to a depth of 4" below the surface and paving in the hole with hot mix asphalt are all included in the pay item. No additional payment will be made unless the crushed gravel under the existing pavement needs to be replaced, and then the quantity will be paid for under items 203.1 and 304.3 respectively.

All other pavement items will be paid for in accordance to the standard specifications.

**SPECIAL PROVISION
AMENDMENT TO SECTION 417**

ITEM 417A LARGE COLD PLANER WITH CREW AND TRUCKING Day

Description

This item is to be used for payment when a large cold planer is required but the number of square yards is insufficient to pay for mobilization costs.

Method of Measurement

This item will be measured by the day of work. The maximum quantity will be one day per occurrence. One day of work is measured as a full work shift. If an extra day is required due to equipment failure, the number of days taken to complete the work will equal the number of hours worked divided by ten hours per day. No payment by the square yard under item 417 will be paid for if this item is claimed for payment in a project area.

Basis of Payment

Payment will be made by the day of work. When more than 1000 Sy of cold planing exists in project area, payment will be made under item 417.

SPECIAL PROVISION

AMENDMENT TO SECTION 503 – COFFERDAM & WATER DIVERSION STRUCTURES

Item 503.10X – Water Diversion Structures

Description

- 1.2** Work covered by this special provision consists of the construction of the required temporary water diversion devices and methods, such as cofferdams or temporary culverts, to complete the culvert construction work shown on the plans, specifically for BAN-2, BAN-4, & BAN-5. The contractor shall provide suitable materials to construct the culverts “in-the-dry” and have the methods readily available to divert water for said work if necessary.

Materials

- 2.1** Material. Water Diversion materials and design shall be designed by the Contractor for review and approval by the City of Portsmouth and the Engineer. Water Diversion design shall be stamped by a licensed Professional Engineer in the State of New Hampshire.

Construction Requirements

- 3.5** The contract plans show the limits of trench available for the construction of the 3 major culverts, BAN-2, BAN-4, BAN-5. The culvert trench shall be excavated according to the dimensions and locations specified on the plans. There shall be no encroachment outside of the limits shown in the contract plans unless approved by the Engineer. Muck excavation one (1) foot in depth shall be performed prior to backfilling pipe laying.
- 3.6** Water diversion practices shall be implemented by the contractor in accordance to the Contractor’s approved plans prior to culvert installation.
- 3.7** Trenches shall be backfilled in layers no more than 6” in depth and thoroughly compacted. Backfilling to a point two (2) feet over the pipe shall contain no stones larger than 3”.
- 3.8** Transport, storage, and handling of products shall be in accordance with manufacturer’s instructions. All sealants/adhesives shall be protected from freezing conditions.
- 3.9** All work under the installation and use of Water Diversion Structures Item 503.10X, and construction of all drainage shall strictly adhere to the NHDES Wetlands Permit File Number 2019-02206.

Method of Measurement

- 4.1** Water Diversion Structures will be measured by each Unit installed.

Basis of Payment

5.1 Water Diversion Structures will be paid for at the Contract unit price per each Unit installed.

<u>Pay Item</u>		<u>Pay Unit</u>
503.101	Water Diversion Structure (BAN-2)	Unit
503.102	Water Diversion Structure (BAN-4)	Unit
503.103	Water Diversion Structure (BAN-5)	Unit

SPECIAL PROVISION

AMENDMENT TO SECTION 506 – SHEET PILING

Item 506.50X - Steel Sheet Piling for Temporary Support System

Description

- 1.1 Work shall consist of furnishing and placing temporary steel sheet piling to create barrier walls to avoid impacts to existing wetland areas and to avoid encroachment into private property during retaining wall construction.
- 1.2 The sheeting shown in the plans is for estimating purposes. The Contractor is responsible for submitting the design and details for the Engineer's approval.

Materials

- 2.1 Material. Steels materials and design shall be reviewed and approved by the Engineer and the City of Portsmouth.

Construction Requirements

- 3.3 The Contractor shall adhere to all environmental conditions per the approved NHDES Wetlands Permit File Number: 2019-02206 when designing the temporary support system for retaining walls and for installation of the steel sheet piling and during retaining wall construction.
- 3.4 The design of and plans for Item 506.501 and 506.502 shall be completed and stamped by a Professional Engineer registered in New Hampshire. Prior to installation, the plans and calculations shall be submitted to the Engineer for approval, and as evidence that the requirements of these provisions have been fulfilled. Furnishing such plans and calculations shall not relieve the Contractor of the sole responsibility for safety of the public, personnel, equipment, and structures, as well as successful project completion.
- 3.5 The design documents prepared by the Contractor shall show the horizontal and vertical extents of the Steel Sheeting. The plans shall include the proposed method of installation and removal, construction sequencing, the plan location of the sheet piling wall, sheet piling size, embedment, bracing required for stability, and the anticipated duration that the sheet piling wall will be left in place.
- 3.6 The Steel Sheeting shall not be installed until the Contractor's steel sheet piling design has been approved by the Engineer. Any work done or materials ordered for the work involved prior to acceptance of the design calculations, plans, and detailed drawings shall be at the Contractor's own risk.
- 3.7 If site conditions provide sufficient room, the sheet piling shall be located such that there is no excavation adjacent to them. In situations where excavation adjacent to sheet piling cannot be avoided the sheet piling shall be designed with sufficient bracing to be self-supporting.

- 3.8 Sheeting shall be installed with three (3) feet extending above existing ground elevation or adjacent surface water elevation unless otherwise directed.
- 3.9 Sheeting shall be left in place until the work area is considered stable and can meet the requirements contained in the environmental permits.

Method of Measurement

Replace 4.1 with:

4.1 Steel sheeting used for temporary support will be measured by the square yard as determined according to 4.1.1 and 4.1.2

4.1.1 Where excavation adjacent to the sheet piling wall is not required, the horizontal length of the sheet piling wall will be measured by a straight-line dimension on the approved plan to the nearest foot. The vertical height will not be measured. It will be fifteen (8) feet for the purposes of calculating the pay quantity.

4.1.2 Where excavation is performed near the sheet piling wall, necessitating deeper embedment of the sheet piling for stability and therefore longer sheet piling and/or bracing, the vertical height measured will include the total vertical height of the sheeting installed as required for stability according to the approved plan. Any bracing installed will not be measured and will be subsidiary to the item.

Basis of Payment

Replace 5.1 with:

5.1 The accepted quantity for steel sheeting will paid for at the contract unit price per square yard.

<u>Pay Item</u>		<u>Pay Unit</u>
506.501	Steel Sheet Pilling, (Retaining Wall #1)	SY
506.502	Steel Sheet Pilling, (Retaining Wall #2)	SY

SPECIAL PROVISION
AMENDMENT TO SECTION 592 – RETAINING WALL
Item 592.31 – Precast Concrete Modular Retaining Wall

Amend Section 592 to include:

Description

- 1.1 This work shall consist of furnishing materials and design for the construction of Precast Concrete Modular Retaining Walls constructed in accordance with these specifications and in conformity with the lines, grades, and dimensions shown on the plans or as directed by the Engineer.
- 1.2 The wall layout and supporting design shall be submitted for review and approval and shall bear the stamp of a Professional Engineer licensed in the State of New Hampshire.

Materials

- 2.1 Modular Retaining Walls shall consist of precast reinforced concrete blocks, a leveling pad, drainage fill and retained backfill as per the design and standards provided by the manufacturer.

Construction Requirements

- 3.1 The Contractor shall submit the manufacturer’s installation instructions and descriptive literature for materials specified herein.
- 3.2 The retaining wall shall be excavated, installed and backfilled according to the general dimensions and locations specified on the plans and final retaining wall plans designed by the contractor. The contractor shall install the retaining walls according to manufacturer specifications.
- 3.3 Final wall design shall be reviewed by the Engineer and the City of Portsmouth.
- 3.4 Transport, storage, and handling of products shall be in accordance with manufacturer’s instructions. Storage location on site shall be approved by the City. All sealants/adhesives shall be protected from freezing conditions.

Method of Measurement

- 4.1 Retaining walls will be measured by the square foot to the nearest 0.1 square foot.

Basis of Payment

- 5.1 Precast Concrete Modular Retaining Walls will be paid for at the Contract unit price per square foot complete in place.

Pay Item
592.31

Precast Concrete Modular Retaining Wall

Pay Unit
Square Foot

SECTION 604

CATCH BASIN, DROP INLET, AND MANHOLE FRAMES, GRATES AND COVERS

Amend Section 604 to include:

Materials

Add 2.11: Catch basin frames and grates to be replaced shall NHDOT Type B and be fabricated in the USA.

Add 2.12: 32" Drain manhole frames and covers to be replaced shall dual hinged, Ergo XL from EJIW – 41421025L01. 32" Hinged and gasketed with locking cam and must be fabricated in the USA. 24" Covers to be replaced must be EJIW – 001040029L02 or approved equal with locking cam fabricated in the USA.

Add 2.13: 32" City Sewer manhole frames and covers to be used on Portsmouth Streets are dual hinged Ergo XL from EJIW – 32" Hinged and gasketed with locking cam and are fabricated in the USA. Covers have the City Logo **and will be provided by the City** and then installed normally. The Contractor will need to pick up and transport the SMH covers from the Portsmouth DPW yard. 32" Sewer manhole frames and covers to be replaced in the Pease Area shall dual hinged, Ergo XL from EJIW – 41421025L01. 32" Hinged and gasketed with locking cam and must be fabricated in the USA. 24" Covers to be replaced must be EJIW – 001040030L01 or equal with locking cam or equal fabricated in the USA and must be approved for use by the Department.

Add 2.14: Structures that are adjusted will be backfilled with high early strength concrete.

Add 2.15: Bricks shall be Grade SS, Hard Brick

Add 2.16: Mortar for bricks shall be composed of 1 part portland cement, ½ part hydrated lime and 3 parts sand with Portland cement being Type II and the Hydrated Lime being type S.

Construction Requirements

Add 3.10: Use only clean bricks laid in a bed of mortar so that all bricks are uniform and smooth on the inside of the structure. All Bricks shall be laid perpendicular to the manhole so that only the butt ends of the brick are showing to maximize bearing capacity.

Add 3.11: Remove all loose material from excavation around structures to ensure no compaction failures will occur.

Add 3.12: Place Concrete to within 2" of the surface and after the material has set up sufficiently, pave with 3/8" bituminous hot wearing course mix around each structure up to the surrounding grade of the remaining pavements surrounding the structure excavation.

Add 3.13: Each structure that is reset must have the Concrete placed and the perimeter paved around or otherwise securely protected without compromising safety before opening the lane back up to traffic. Structures like catch basins that are not in the traveled way do not need to be paved around during the same work day as long as the Concrete has been installed and they are protected overnight by appropriate approved warning devices. All lanes must be open to traffic at the end of the day.

Basis of Payment

Amend 5.2: Any Catch basins or manhole frames adjusted will be measured by Vertical Foot from the finished ground elevation to the surface that is undisturbed.

If the top of the surface undisturbed is non uniform in elevation, the average height will be used. Sound masonry material shall not be removed without the Engineer’s approval. All measurements will be to the nearest .1 of a foot. A minimum of 1 VF will be paid for each structure.

Manholes or other structures will be paid for once. Lowering structures for reclaiming is incidental to the reclamation item.

Pay Items

403.12	Hot Bituminous Asphalt, Hand Method	Ton
520.1	Concrete fill around manhole and CB structures	Cy
604.0007	Install Polyethylene liner under CB F&G (Not to be used on DI’s)	Ea
604.45	Adjust CB or Manhole Frame and Grate/Cover to grade brick with mortar (1 VF Min. Paid)	Vf
604.61C	Install 32” SMH Cover provided by City, pick up at the City DPW Building and deliver to site	Ea
604.61	Provide new 32” SMH Cover purchased by the Contractor (for Pease Area if needed)	Ea
604.611	Provide new 24” SMH Cover purchased by the Contractor	Ea
604.62	Provide new 32” DMH Cover purchased by the Contractor	Ea
604.621	Provide new 24” DMH Cover purchased by the Contractor	Ea
604.72	Provide new CB Type B F&G purchased by the Contractor	Ea

SPECIAL PROVISION

AMENDMENT TO SECTION 604 – CATCH BASINS, DROP INLETS, AND MANHOLES

Item 604.9101 – Outlet Control Structure

Description

- 1.1 Work covered by this special provision consists of manufacturing and the installation of a reinforced concrete outlet control structure at the inlet of culvert Ban-5 as specified on the plans. The structure shall conform to the City of Portsmouth The City of Public Works standards, NHDOT standard specifications, and meet the dimensions and design shown on the construction plans.

Materials

- 2.1 Material. The structure shall consist of an inlet opening / weir measuring 1.5’ high x 7’ long with a debris guard flowing into a reinforced concrete control structure. The structure shall be Cement Portland Type II per ASTM C-150-81 and have a minimum strength of 5,000 psi at 28 days. The structure will have two (2) 24” manhole covers that shall conform to the City of Portsmouth The City of Public works standards.
- 2.2 A suitable crushed stone foundation for the outlet structure shall be prepared prior to setting the outlet structure in place per the contract plans.

Construction Requirements

- 3.1 The Contractor shall submit fabrication shop drawings for the outlet structure specified herein and per the contract plans, for review and approval by the Engineer and City of Portsmouth.
- 3.2 The control structure shall be constructed at the inlet and in line with the construction of the Ban-5 Culvert consisting of four (4) 18” HDPE pipes.
- 3.3 Water diversion practices shall be implemented by the contractor as approved by the City and Engineer under Item 503.103.
- 3.4 Transport, storage, and handling of products shall be in accordance with manufacturer’s instructions. All sealants/adhesives shall be protected from freezing conditions.
- 3.5 No construction equipment shall cross the control structure at any time during or after construction.
- 3.6 Outlet protection shall be put into place at either end of the culvert after construction as specified by the plans.

3.7 All construction work for the Outlet Control Structure described herein and shown in the contract plans shall adhere to the approved NHDES Wetlands Permit File Number: 2019-02206

Method of Measurement

4.1 Outlet Control Structures will be measured by the Unit structure installed.

Basis of Payment

5.1 Outlet Control Structures will be paid for at the Contract unit price per each structure installed.

Pay Item

604.9101 Outlet Control Structure

Pay Unit

Unit

SPECIAL PROVISION
AMENDMENT TO SECTION 608 - SIDEWALKS

Item 608.26 – 6” Concrete Sidewalk (F)

Item 608.34 – 4” Reinforce Concrete Sidewalk (Add Alternative Project)

Amend Section 608 to include:

Description

Amend 1.1: This work shall consist of furnishing, installing all labor, material and equipment necessary to complete the construction of the sidewalks and curb ramps, as shown on the drawings.

Materials

Amend 2.3: Portland Cement Concrete shall be Class AA 4,000 psi, 5-7% air entrained concrete with poly-fiber reinforcing.

Method of Measurement

Amend 4.1: Sidewalks will be measured by the square yard to the nearest 0.1 square yard. The area occupied by the curb will not be included in the final pay quantity.

Basis of Payment

Amend 5.1: Sidewalks will be paid for at the Contract unit price per square yard complete in place.

<u>Pay Item</u>		<u>Pay Unit</u>
608.26	6” Concrete Sidewalk (F) (Median Islands)	Square Yard
608.34	4” Reinforced Concrete Sidewalk	Square Yard

SPECIAL PROVISION

AMENDMENT TO SECTION 608 – SIDEWALKS (ADD ALTERNATIVE)

Item 608.54 – ADA Detectable Warning Tiles

Description

- 1.1** This work shall consist of furnishing and installing a detectable warning surface and accessories on sidewalk ramps at locations shown on the plans, as specified herein, or as ordered including any and all required surface preparation. Detectable warnings shall be installed at sidewalk ramps where a sidewalk crosses a vehicular way, excluding unsignalized driveway crossings. The edge nearest the curblineline shall be located 6 to 8 in from the face of curblineline. The panel shall be centered on the ramp and extend the entire width of the ramp to the nearest whole panel dimension.

Materials

- 2.2** Material. The detectable warning surface shall consist of units from Neenah Foundry, East Jordan Iron Works, or approved equal. The units shall be cast into Portland cement or other owner approved material, as recommended by the manufacturer. The paver units shall be of cast iron.
- 2.3** Color. The color of the tile used shall be GREY, matching the current City of Portsmouth color standards, and will be installed in a concrete ramp as described in 608.26.
- 2.4** Paver Dimensions. Nominal paver dimensions shall be 2' deep x 2' wide. The panels shall be combined to span the width of the walk to the nearest whole panel dimension.
- 2.5** Detectable Warning Truncated Dome Geometry:
- 2.4.1** Detectable warnings shall be in full compliance with ADAAG guidelines (Title 49 DFR Transportation, Part 37.9 Standard for Accessible Transportation Facilities, Appendix A, Section 4.29.2- Detectable Warning on Walking Surfaces).
- 2.4.2** Size and spacing for truncated domes shall be as follows: base diameter of nominal 0.9 inch, top diameter of nominal 0.4 inch, height of nominal 0.2 inch, with a center to center spacing of nominal 2.35 inches.
- 2.4.3** The truncated dome pattern shall align properly from paver to paver if more than 1 paver is required.

Construction Requirements

- 3.10 The Contractor shall submit manufacturer’s installation instructions and descriptive literature for materials specified herein.
- 3.11 Pavers shall be set into fresh concrete before it sets. Concrete pad for setting bed to be 6” in both directions larger than the tactile panel so that no more than 3” of concrete is showing around the panels. See manufacturer instructions.
- 3.12 Transport, storage, and handling of products shall be in accordance with manufacturer’s instructions. All sealants/adhesives shall be protected from freezing conditions.
- 3.13 The air and surface temperatures during construction shall be in accordance with manufacturer’s recommendations.
- 3.14 Concrete foundation shall be installed in accordance with the specifications included within Section 608 to depths indicated in the section shown on the plans.
- 3.15 Install detectable warning pavers in accordance with manufacturer’s instructions directly in the setting bed and the allowing the top surface of the paver units to be at or just below the required finish grade.
- 3.16 Care shall be taken to ensure the safety of pedestrians when sidewalks must remain in service during construction.

Method of Measurement

- 4.1 ADA Detectable warning tiles will be measured by each panel installed.

Basis of Payment

- 5.1 ADA Detectable warning tiles will be paid for at the Contract unit price per each panel installed.

<u>Pay Item</u>		<u>Pay Unit</u>
608.54	ADA Detectable Warning Tiles, Cast Iron	Each

SPECIAL PROVISION
AMENDMENT TO SECTION 609 - CURBING
Item 609.216 – Straight Granite Slope Curb, 6” High

Amend Section 609 to include:

Description

Amend 1.1: This work shall also consist of installing curb corners at each of the pedestrian refuge island corners and nose of median islands.

Materials

Add to 2.1: Curbing will be manufactured by Swenson Granite Works, Concord NH.

Amend 2.3: Curb corners shall be made of granite with radius as measured on the plans.

Method of Measurement

Amend 4.1: Curb corners shall be measured by individual unit and recorded under Item 609.21 Straight Granite Sloped Curve by the corresponding linear foot.

Basis of Payment

Amend 5.1: Curb corners will be paid for under Item 609.21 Straight Granite Slope Curve by linear foot.

Amend 5.3: Class A Concrete backfill will be used for curb installation and will be paid for under item 520.1 by the cubic yard installed.

Pay Item

520.1 Concrete Class A
609.216 Straight Granite Slope Curb, 6” High

Pay Unit

Cubic Yard
Liner Feet

SPECIAL PROVISION

AMENDMENT TO SECTION 618 – UNIFORMED OFFICERS AND FLAGGERS

Item 618.6 – Uniformed Officers with Vehicles

Item 618.7 –Flaggers

Amend Section 618 to include:

Description

Add 1.2: Daily traffic control personnel will be required to facilitate traffic through the work zone quickly and safely. The use of, type of, and number of personnel will be reviewed and approved with the Engineer. Flaggers will be used for all work outside of the vehicular path of travel (i.e ramp work, sidewalk work, etc. Uniformed officers will be used only when lane closures are needed or when traffic signals are inoperable as part of work related to the project.

Method of Measurement

Amend 4.1: Uniformed Officers and Flaggers shall be measured by the actual hour worked in the field.

Basis of Payment

Amend 5.1: Uniformed Officers will be paid for at the Contract unit price, by the actual hour worked. The City will reimburse the exact cost for this item, no cost markup is allowed. The item cost on the bid form is reflective of the cost of these items to the City at the time of the bid and will be adjusted as necessary as costs increase.

<u>Pay Item</u>		<u>Pay Unit</u>
618.6	Uniformed Officers with Vehicles	Day
618.7	Flaggers	Day

SPECIAL PROVISION
AMENDMENT TO SECTION 619 – MAINTENANCE OF TRAFFIC
Item 619.1 – Maintenance of Traffic

Amend Section 619 to include:

Construction Requirements

General: The Contractor will be permitted to close the road to through traffic during work hours, but will be required to keep the roadway passable for local traffic, emergency vehicles, and pedestrians to the maximum degree possible. Work hours will be from 7AM to one half-hour before the scheduled close of Water Country at which time the road will need to be reopened to two-way traffic. Outside of Water Country season, work hours will be from 7AM to 6PM.

The Contractor will develop both a construction staging and traffic control plan for this project. The plans shall be submitted to be approved by the Engineer.

Dust and traffic control as may be ordered by the Engineer will be paid for under this item.

Add 3.4: All work shall be prosecuted so traffic flow can be maintained. If lane closures are required, a traffic flagging and/or detour plan will be generated and will need to be approved by the Engineer and/or City prior to its implementation.

Add 3.5: In addition to the traffic management plans in the construction plans, the Contractor will develop a construction staging plan for the project. The plan shall be submitted to be approved by the Engineer.

Add 3.6: Access shall be maintained to the abutting driveways and entrances at all times during construction. Open lanes of the road shall be graded safely for traffic at all times. A 24 hour contact will be required in case of emergency or safety concerns or in case the road surface needs attention.

Add 3.8: Portable Message Boards shall be 54” x 92” (+/-) and readily available within 48 hours.

Basis of Payment

Amend 5.1.4: The material cost of permanent construction signs is subsidiary to the Pay Item.

Add 5.1.10: The following items are subsidiary to the 619.1 Pay Item: Traffic control, construction signs (permanent and temporary), temporary message boards, temporary traffic loops, traffic control plans, and traffic cones and barrels.

Pay item

619.1 Maintenance of Traffic

Pay unit

Unit

SPECIAL PROVISION

AMENDMENT TO SECTION 645 – EROSION CONTROL

Item 645.512 – Compost Sock for Perimeter Berm

This special provision provides for compost sock for perimeter berm and neither amends nor modifies the provision of this section except as noted below. The intent of this item is to work in conjunction with or in-lieu of silt fence where entrenched silt fence is not feasible.

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Description
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1.1 The Contractor shall furnish and install degradable compost socks for perimeter berm at locations shown on the contract plans or as ordered. Removal, if necessary, will be subsidiary to the item, and will be conducted as directed by the Engineer. The compost sock for perimeter berm shall be used as such and is not intended for areas which may receive concentrated flows such as channels or restricted outlets.

•
Materials
•

2.1 **Compost Sock for Perimeter Berm.** Sock must be:

- A mesh tube, oval to round in cross section, 12 inches in diameter. Sock must have a minimum durability of one year after installation.
- Composed of a knitted biodegradable or photodegradable material with 1/8 to 3/8 inch openings. Fabric must be clean; evenly woven; free of encrusted concrete or other contaminated materials; and free from cuts, tears, broken or missing yams and thin, open, or weak places.

•
2.2 **Compost Media.**

- Compost may be derived from green material consisting of chipped, shredded, or ground vegetation; or clean recycled wood products.
- Compost must not be derived from mixed municipal solid waste and be reasonably free of visible contaminants. Compost must not contain paint, petroleum products, pesticides or any other chemical residues harmful to animal life or plant growth. Compost must not possess objectionable odors.

•
2.3 **Chemical, Physical and Biological Parameters.**

- Compost products specified for use in this application must meet the criteria specified in Table 1, below.
- Only compost products that meet all applicable state and federal regulations pertaining to its production and distribution may be used in this application. Approved compost products must meet related state and federal chemical contaminant (e.g., heavy metals, pesticides, etc.) and pathogen limits pertaining to the feedstocks (source materials) in which it is derived.

Table 1 - Compost Media Parameters

Parameters	Reported as (units of measure)	Characteristics
pH ²	pH units	5.0 - 8.5
Soluble Salt Concentration ² (electrical conductivity)	dS/m (mmhos/cm)	Maximums
Moisture Content	%, wet weight basis	30-60
Organic Matter Content	%, dry weight basis	25-65
Particle Size	% passing a selected mesh size, dry weight basis	3" (75 mm), 100% passing 1" (25mm), 90% to 100% passing 3/4" (19mm), 70% to 100% passing 1/4" (6.4mm), 30% to 75% passing Maximum: particle size length of 6" (152mm) (no more than 60% passing 1/4" (6.4 mm) in high rainfall/flow rate situations)
Stability ³ Carbon Dioxide Evolution Rate	mg CO ₂ -C per g OM per day	<8
Physical Contaminants (man-made inerts)	%, dry weight basis	<1

Note: The composition of this media is similar to the vegetated filter berm media from AASHTO R 51. Very coarse (woody) composts that contain less than 30% of fine particles (1mm in size) shall be avoided, as optimum reductions in total suspended solids (TSS) is desired and berms may be seeded.

Construction Requirements

3.1 Site Preparation. To ensure optimum performance, cut down or remove heavy vegetation, and level uneven surfaces to ensure that the filter sock uniformly contacts the ground surface.

3.2 Installation.

- Prior to installation, clear the area of obstructions including rocks, clods, and debris greater than one inch
- Fill socks uniformly with compost to the desired length such that the logs do not deform. Secure ends.
- When more than one compost sock is required to achieve desired length, join socks longitudinally with a 1 foot 6 inch overlap.
- Compost sock may be installed using installation method Type 1, Type 2, or a combination:

- o Installation method Type 1:
 - Place directly on the ground with good contact with the finish grade. Secure with wood stakes every 4 feet along the length of the compost sock. Secure the ends of the compost sock by placing a stake 6 inches from the end of the compost sock.
 - Drive the stakes into the soil so that the top of the stake is less than 2 inches above the top of the compost sock.
- o Installation method Type 2:
 - Place directly on the ground with good contact with the finish grade. Secure with rope and notched wood stakes.
 - Drive stakes into the soil until the notch is even with the top of the compost sock.
 - Lace the rope between stakes and over the compost sock. Knot the rope at each stake. Tighten the compost sock to the surface of the slope by driving the stakes further into the soil.
- Install compost sock approximately parallel to the slope contour or as otherwise specified in the **SWPPP** or ordered by the Engineer.

3.3 Maintenance.

- Inspect compost socks regularly, and after each rainfall event, to ensure that they are intact and functioning correctly. Remove sediment that builds up behind the sock before it interferes with the functionality of the sock. Deposit the removed sediment within the project limits so that the sediment is not subject to erosion by wind or by water.
- Repair or replace split, torn, or unraveling socks. Replace broken or split stakes. Sagging or slumping compost socks must be repaired with additional stakes or replaced. Correct locations where rills and other evidence of concentrated runoff have occurred beneath the socks. Compost socks must be repaired or replaced within 24 hours of identifying the deficiency.
- Remove sock mesh tubes when directed by the Engineer. Cut mesh and empty sock contents in place and rake to distribute evenly.

Method of Measurement

4.1 Compost sock for perimeter berm will be paid for by the linear foot (linear meter) to the nearest 1 foot (one-half meter). Measurement will be along the top of each continuous run complete in place.

Basis of Payment

5.1 The accepted quantity of compost sock for perimeter berm will be paid for at the contract unit price per linear foot installed. No additional payment will be made for overlaps, splices or the anchoring of the system.

Pay items and units:

<u>Pay Item</u>	<u>Pay Unit</u>
645.512 Compost Sock for Perimeter Berm	Linear Feet

SPECIAL PROVISION

AMENDMENT TO SECTION 670 – MISCELLANEOUS INCIDENTALS

Item 670.066 – Mailbox Support Assemblies

Description

- 1.1** This work shall consist of installing relocated or new mailboxes furnished by others on new mailbox support assemblies at locations shown on the plans or as ordered.

Materials

- 2.1** Support posts shall break away if struck by a vehicle and shall meet the requirements of NCHRP Report 350 for Category II devices. Materials described in 2.1.1, 2.1.2 and 2.1.3 comply with these requirements. Any other support post materials will require a Certificate of Compliance with a Federal Highway Administration (FHWA) Letter of Acceptance stating that the support post material meets the testing and evaluation criteria of NCHRP Report 350.
- 2.1.1** Steel posts shall be black or galvanized, standard weight conforming to ASTM A 53 without hydrostatic testing or ASTM F 1083 minimum 1-1/2 in (38 mm) and maximum 2 in (50 mm) diameter.
- 2.1.2** Aluminum posts shall be aluminum alloy 6061-T6 or 6063-T6 conforming to ASTM B 429 minimum 1-1/2 in (38 mm) and maximum 2 in (50 mm) diameter.
- 2.1.3** Wood posts shall be 4 in x 4 in (100 mm x 100 mm) or 4 in (100 mm) diameter nominal conforming to 568.
- 2.1.4** Anti-twist devices for metal post shall be of the same material as the post and attached by the use of pipe or muffler type clamps. Other products designed for resisting torsion may be used upon approval.
- 2.1.5** A list of manufactures of acceptable support post assemblies that meet the requirements of NCHRP 350 can be found on the FHWA Safety Website on Roadside Hardware.
- 2.2** Mailboxes shall be of light sheet metal or plastic construction conforming to the requirements of the U. S. Postal Service. Newspaper delivery boxes shall be of light sheet metal or plastic construction of minimum dimensions suitable for holding a newspaper.
- 2.3** Post to box attachment coupling and hardware shall be compatible with post and box and shall be of sufficient strength to prevent the box from separating from the post if a vehicle strikes the installation. The exact hardware dimensions and design may vary. Mailboxes and newspaper delivery boxes shall be furnished by others.

Construction Requirements

- 3.1 The Contractor shall satisfactorily protect all mailboxes and maintain them in accessible locations throughout the construction period.
- 3.2 Upon completion of the project, the mailboxes shall be set at permanent locations as shown on the plans or ordered on support assemblies conforming to 2.1 and 2.3. Mailboxes mounted on acceptable mailbox support assemblies shall be salvaged during construction and be reinstalled on the existing acceptable mailbox support assemblies.
- 3.3 The Contractor shall install the mailbox support assemblies and mailbox at locations and in accordance with Postal regulations.
 - 3.3.1 Mailbox support assemblies shall be set plumb and at the proper offset distance and vertical clearance.
 - 3.3.2 Details as shown in the Standard Plans shall serve as a guide in meeting minimum requirements.

Method of Measurement

- 4.1 Mailbox Support Assemblies shall be measure by Each assembly installed.

Basis of Payment

- 5.1 Mailbox Support Assemblies will be paid for at Contract unit price per each assembly installed.

Pay Item

670.066 Mailbox Support Assemblies

Pay Unit

Each

SPECIAL PROVISION
AMENDMENT TO SECTION 105 – CONTROL OF THE WORK
Item 697.11 – Invasive Species Control and Management Plan

Description

- 1.1 Work for this special provision shall consist of developing a control and management plan for invasive species that appear on the project site.
- 1.2 Species known to be present on the site include purple loosestrife and common reed, both Type II species. Other invasive species may also be present.
- 1.3 The Invasive Species Management & Control Plan must identify the location of invasive species and the Best Management Practices (BMPs) for preventing their spread, controlling them where necessary, and disposing/transporting them offsite if necessary, as described in *NHDOT 2018 Best Management Practices for the Control of Invasive and Noxious Plant Species*.
- 1.4 The Invasive Species Management & Control Plan must address protection of the exemplary natural communities and state-threatened plant species in the project area, as identified in NH Natural Heritage Bureau document NHB19-0801.
- 1.5 The approved NHDES Wetlands Permit File Number: 2019-02206 shall also be strictly adhered to for the construction of Banfield Road. Specifically, permit condition #14 that requires the contractor to clean all soils and vegetation from equipment and timber matting before it is moved to and from the site.

Construction Requirements

- 3.1 The Contractor shall locate and map invasive plants and draft the Invasive Species Management & Control Plan, consistent with *NHDOT 2018 Best Management Practices for the Control of Invasive and Noxious Plant Species*.
- 3.2 Prior to construction, the plan must be submitted for review and approval by the City.
- 3.3 Prior to construction presence of exemplary and threatened plant species shall be identified per NHB guidelines and efforts be made to protect any rare species and exemplary natural communities found from harm associated with implementation of the Invasive Species Management & Control Plan .

Method of Measurement

- 4.1 The Invasive Species Control and Management Plan will not be measured, but shall result as the unit final pay quantity.

Basis of Payment

5.1 The Invasive Species Control and Management Plan will be paid for at the unit final pay quantity.

Pay Item

697.11

Invasive Species Control and Management Plan

Pay Unit

Unit

SPECIAL PROVISION

AMENDMENT TO SECTION 1008 – ALTERATIONS & ADDITIONS AS NEEDED

Item 1008.001 – Alterations & Additions as Needed – Landscaping, Drainage, Rock Slopes

Description

1.1 This special provision is included in the contract for the event where the Contractor requires additional work that was encountered in the field due to such reasons as existing conditions were not as shown in the plans or additional work was needed to complete work shown in the plans. Any work under Item 1008.001 shall be requested by the Contractor and submitted to the City / Engineer for approval prior to construction.

Materials

2.1 Materials shall be provided by the Contractor for the requested additional items.

Construction Requirements

3.1 Prior to construction, the plan must be submitted for review and approval by the City

Method of Measurement

4.1 The Contractor shall coordinate the measurement of additional items with the Engineer and City. The additional work shall not be started prior to approval by the Engineer. The engineer shall be given sufficient time to assess the quantities proposed and if necessary witness the finished work in the ground.

Basis of Payment

5.1 Items will be paid as a dollar (\$) amount for the final pay quantity.

Pay Item

1008.001

Pay Unit

\$

SPECIAL PROVISION

AMENDMENT TO SECTION 619 – Maintenance of Traffic

Method of Measurement:

The traffic control items shall be measured on a unit basis under Maintenance of Traffic.

All costs associated with the application of these measures or other measures directed by the Engineer shall be paid for under these items and will not be further chargeable to the project, except as stipulated and specified under Contract Items.

Basis of Payment:

This work shall be paid for from the Contract Unit Price as listed under Item 619 (Maintenance of Traffic). This unit price shall include all equipment, materials and labor thereto.

March 15, 2013

SPECIAL ATTENTION ASPHALT CEMENT ADJUSTMENT

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

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

**The base price* of asphalt cement for this Contract is:
\$ XXXXX per ton on English Projects.**

* Source: The base price is developed from data published in the *Asphalt Weekly Monitor*, a publication from Poten and Partners, Inc. (Applies to contracts advertised after January 1, 2012)

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

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

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

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

Item 1010.2 Asphalt Cement Adjustment 1 Dollar
1 Not a bid item