

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**for**

**Replacement of Portsmouth High School Track**

**Bid #07-20**

**State of New Hampshire**

**John P. Bohenko, City Manager**

Prepared by:

City of Portsmouth  
Portsmouth School Department

**Bid 07-20**

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**City of Portsmouth**  
**School Department**

**Bid #07-20**  
**Replacement of Portsmouth High School Athletic Track**

**INVITATION TO BID**

**Sealed** bid proposals, **plainly marked**, “**Replacement of Portsmouth High School Athletic Track, Bid Proposal #07-20**” **on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Purchasing Department, City of Portsmouth, 1 Junkins Ave, Portsmouth, New Hampshire, 03801, will be accepted until **Friday, September 6, 2019 at 11:00 a.m.**; at which time all bids will be publicly opened and read aloud.

This project includes the repair and renovation of the existing Polyurethane Synthetic surface and the sand pit located at Portsmouth High School Running Track. This project also includes either a complete repaving of the 1” topcoat OR crack fill and repair of the existing pavement

A mandatory site visit will be held at **August 29, 2019 at 9:00 a.m.** at Portsmouth High School, 50 Andrew Jarvis Drive, Portsmouth, NH 03801. Bidders are to meet at the track.

Work may commence in coordination with the Portsmouth School Department. Final Completion of the project must occur by December 1, 2019. Liquidated damages shall be assessed at \$100.00 per day. Hours of work will be 7AM to 5 PM weekdays.

The Contractor will be required to keep roadways and sidewalks passable for the public to the maximum degree possible.

The General Contractor for this project must be a Certified Track Builder by the American Sports Builders Association.

Specifications may be obtained at: <http://www.cityofportsmouth.com/finance/purchasing.htm>  
Addenda to this project, if any, including written answers to questions, will not be provided directly to vendors, but will be posted by **12:00 p.m., September 4, 2019**.

Any questions must be submitted in writing by **September 3, 2019 at 1:00 p.m.** via email to [klinchey@sau52.org](mailto:klinchey@sau52.org).

Electronic copies of the plans and specifications may be obtained off of the City’s webpage. Documents are not available for pickup.

In the event no bidder is able to complete the project within the specified timeframe, the City reserves the right, after bid opening and prior to award of the contract, to withdraw the Invitation to Bid. The City also 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. Also, the City reserves the right to approve or deny subcontractors for this project.

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 or a bid bond executed by a surety company authorized to do business in the State of New Hampshire, payable to the City of Portsmouth, NH.

## 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.

The bidders must submit a statement of bidder's qualifications, if requested, subsequent to bid opening but prior to award.

**Addenda to this bid document, if any, including written answers to questions, will be posted by 12:00 p.m. September 4, 2019 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 bid 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. Bid Documents Required for Submittal

All bids shall be submitted on the prescribed form and shall be subject to all requirements stipulated in the specifications. All blank spaces for bid prices should be filled in, in both words and figures. In the event that there is a discrepancy between the prices written in words and figures, the price written in words will govern. Erasures or other changes to bid forms must be explained or noted over the signature of the bidder.

The Bid must include a completed:

- Proposal Form
- Bid Security Bond
- Statement of Bidder's Qualifications
- Certificate of Non-Collusion
- 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 alternative option presented. All words and figures shall be in ink or typed. If 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 rejected the bid.

## 8. Delivery of Proposals

Bids will be received at the time and place set forth in the Invitation to Bid. Bids received prior to the time established for the receipt of bids will remain sealed and shall be securely kept by an officer whose duty will be to receive and open all bids. At the established time bids shall be publicly open and read aloud. No responsibility will be attached to the officer for premature opening of a bid not properly addressed and identified.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified.

The PSD requires the following information to appear on the: Name of Bid and Bid Number.

No bid received after the time established for the opening of bids will be considered, regardless of the cause for the delay in the receipt of any such bid. Bidders are cautioned to allow ample time for



transmittal of bids by mail or otherwise. Bidders should secure correct information relative to probable time of arrival and distribution of mail. Make due allowance for possible delays in the receipts of bids.

Faxed or electronic bids will not be considered.

#### 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 a loud 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;
- Lack of being a Certified Track Builder by the American Sports Builders Association;
- 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.

13. Miscellaneous

The Portsmouth School Department is an exempt purchaser under the Sales Act, Chapter 14 of the Acts of 1966 to the extent that materials and supplies are used or incorporated in this bid. The PSD tax exempt number is E-04-6001121 and a certificate will be provided upon the signing of the contract.

## **AWARD AND EXECUTION OF CONTRACT**

### 1. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the total price for all sections of 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.

### 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.

### 3. Reservation of Rights

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. The Owner further reserves the right to conduct such investigations of the contractor's history, financial resources, and other qualifications as it deems necessary to determine whether bidder is qualified to do the work. Bidder may be asked to execute releases. Failure to execute a release upon request may result in disqualification.

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. The Owner also reserves the right, after bids are opened and prior to award of this contract to cancel the award if no bidder can meet the deadlines required for this project.

The Owner further reserves the right to conduct such investigations of the contractor's history, financial resources, and other qualifications as it deems necessary to determine whether bidder is qualified to do the work. Bidder may be asked to execute releases. Failure to execute a release upon request may result in disqualification.

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 Bonds

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

- A performance bond in the amount of 100 percent of the contract amount.
- Labor and materials payment bond in the sum equal to 100 percent of the contract amount.

At the time of project completion, the Owner may, in its sole discretion, permit the Contractor to substitute a maintenance bond in lieu of holding retainage for the entire guaranty period. If a bond is furnished it shall meet the following criteria:

- The bond shall be in an amount equal to 20 percent of the contract amount. Such bond shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the contractor. The guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the Owner.

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 Intent to Award Notification. 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 to provide acceptable bonds and proof of insurance 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 City may exercise its reserved rights including the rejection of all bids or re-advertisement.

**PROPOSAL FORM**

**Replacement of Portsmouth High School Track  
Bid #07-20**

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 lump sum payment schedule calculated by the successful bidder constitutes the final and maximum payment to be awarded on this proposed project to the successful bidder. Any changes in the price or cost after submitting the bid document 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 therefore the following lump sum payment, to wit:

To Bidder:

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 and/or easements and agreements from one or more impacted property owners are not received.

It is the intention of this contract that the items listed in the Schedules produced below 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.

**TOTAL FOR BASE BID:**

In Figures \$ \_\_\_\_\_

In Words \$ \_\_\_\_\_

**TOTAL FOR ADD ALTERNATE BID #1**

In Figures \$ \_\_\_\_\_

In Words \$ \_\_\_\_\_

**TOTAL FOR ADD ALTERNATE BID #2**

In Figures \$ \_\_\_\_\_

In Words \$ \_\_\_\_\_

**TOTAL FOR ADD ALTERNATE BID #3**

In Figures \$ \_\_\_\_\_

In Words \$ \_\_\_\_\_

**TOTAL FOR PROJECT (BASE BID + ADD ALTERNATIVE BIDS) AND BASIS OF AWARD**

In Figures \$ \_\_\_\_\_

In Words \$ \_\_\_\_\_

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: \_\_\_\_\_

By: \_\_\_\_\_

Company

Signature

\_\_\_\_\_

Title: \_\_\_\_\_

Business Address

\_\_\_\_\_

City, State, Zip Code

Telephone: \_\_\_\_\_

We certify that the Company currently employs or will employ a Certified Track Builder, as conferred by the American Sports Builders Association.

By: \_\_\_\_\_

\_\_\_\_\_

Signature & Title

Date

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.

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.



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**

Supply with Bid

**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 subcontractors whom you will use for the work, with a brief description of the work each subcontractor intends to undertake.

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**The City reserves the right to disallow any subcontractor including work proposed to be completed by the General Contractor.**

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 Statements are preferred. Internal statements may be attached only if independent statements were not prepared.

(CONTINUED ON NEXT PAGE)

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

**Portsmouth High School Running Track**

THIS AGREEMENT made as of the xx day of xxxx in the year **2019**, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and xxxxxxxxxxxxxxxxxxxx (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 the 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** – Ken Linchey, Facilities Director of the Portsmouth School Department his authorized representative will act as engineer in connection with completion of the Project in accordance with the Contract Documents.

**ARTICLE III - CONTRACT TIME** - The work will commence in accordance with the Notice to Proceed. **All work shall be substantially completed no later than October 30, 2019 unless otherwise extended by adding Add/Alt portions of the work to the contract.**

**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 base bid and the add alternate bids if selected for approval as shown in the Bid Proposal. **The ADD ALTERNATIVE portion/(s) of this bid selected to be part of this contract.**

**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 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.

**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 **one hundred dollars (\$100)** 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:

- a) This Agreement
- b) Contractor's Bid and Bonds
- c) Notice of Award, Notice to Proceed
- d) Instruction to Bidders  
General Requirements, Control of Work, Temporary Facilities, Measurement and Payment, Standard Specifications
- e) Insurance Requirements
- f) Special Conditions
- g) Standard and Technical Specifications
- h) Plans
- i) Special Provisions
- j) 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 will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys’ fees) arising in any way out of the Contractor’s negligent performance of its obligations under this Contract. Contractor will 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 will secure at its own expense, all other permits and consents required by law as necessary to perform the work and will 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: \_\_\_\_\_ John P. Bohenko, City Manager

**NOTICE OF INTENT TO AWARD**

Date:

TO:

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

**Replacement of Portsmouth High School Track**

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 ten (10) 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,  
Director of Finance  
& Administration



**NOTICE TO PROCEED**

DATE:

**Replacement of Portsmouth High School Track**

TO: .

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE WITH THE AGREEMENT DATED xxxxxxxxxxxxxxxxxxxx AND ALL WORK SHALL BE COMPLETED BY xxxxxxxxxxxxxxxxxxxx. ONCE ON-SITE WORK HAS BEGUN, ALL WORK SHALL BE COMPLETED WITHIN AN xxxxxxxxxxxx DAY TIME FRAME.

CITY OF PORTSMOUTH, N.H.

\_\_\_\_\_  
BY: Kenneth Linchey

TITLE: Facilities 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 Number

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:

\$

---

Contract Price prior to this  
Change Order:

Contract date prior to this  
Change Order:

\$

---

Net Increase or Decrease of  
this Change Order:

Net Increase or Decrease of  
this Change Order:

\$

---

Contract Price with all  
approved Change Orders:

Contract Due date with all  
approved Change Orders:

\$

---

RECOMMENDED:

APPROVED:

APPROVED:

by \_\_\_\_\_  
Facilities Director

by \_\_\_\_\_  
City Finance

by \_\_\_\_\_  
City Manager

by \_\_\_\_\_  
Contractor

**PERFORMANCE BOND**

(This format provided for convenience, actual Performance 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 as surety, hereinafter called Surety, are held and firmly bound unto the City of Portsmouth, N.H. Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for \_\_\_\_\_ in accordance with drawings and specifications prepared by the Portsmouth School Department, 50 Clough Drive, 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 if the Contractor shall well and faithfully do and perform the things agreed by him to be done and performed, according to the terms of said Contract and such alterations as may be made in said Contract during progress work, and shall further indemnify and save harmless the said Owner in accordance with the Contract and shall remedy without cost to the Owner any defect which may develop within one year from the time of completion and acceptance of the work.

The Surety hereby waives notice of any alteration in work or extension of time made by the Owner or any of its agents or representatives.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract of completion

arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the amount paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

A.D., 20\_\_\_\_ .

In the presence of:

\_\_\_\_\_ BY: \_\_\_\_\_  
(Witness) (Principal) (Seal)

\_\_\_\_\_  
(Surety Company)

\_\_\_\_\_ BY: \_\_\_\_\_  
(Witness) (Title) (Seal)

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.

**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 Portsmouth School Department, 50 Clough 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 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 Materials 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: **Replacement of Portsmouth High School Track**

\_\_\_\_\_  
(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

\_\_\_\_\_  
\_\_\_\_\_, 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:

**Replacement of Portsmouth High School Track**

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:

\_\_\_\_\_  
print name of witness: \_\_\_\_\_

By: \_\_\_\_\_  
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. Specifications

The following specification and qualifications are for the repair and renovation of the existing Polyurethane Synthetic surface (including sand pit area) located at Portsmouth High School Running Track, Portsmouth, NH. 03801. A mandatory site visit will be held at August 29, 2019 at 9:00 AM at Portsmouth High School, 50 Andrew Jarvis Drive, Portsmouth, NH 03801. Bidders are to meet at the track.

3. Time for Performance

The project construction must start and end in the identified date range, start as early as coordinated with the Portsmouth School Department, and completion no later than December 1, 2019. The work must be completed in an appropriate and timely manner from start to finish, within this window.

4. Base Bid and Add Alternates

The project is divided into a base bid project and separate add alternates

**BASE BID:** The base bid specification includes but is not limited to the following:

1. Record existing track line layout
2. Removal of existing track surfacing.
3. Existing surface patching and repair, identify the estimated square footage of patching required.
4. Polyurethane bound EPDM or BBR rubber base mat
5. Line Markings
6. Sand Pit area
7. Pea Stone area

**ADD ALTERNATES:**

Add Alternate 1: Full Track Reconstruction- NO "D" ZONES

- a. R&D existing track base material, complete
- b. Add new crushed stone base material
- c. Install new Bit. Concrete base material

Add Alternate 2:

- a. (2) Coat Polyurethane system structural spray- Color RED

Add Alternate 3:

- a. Additional asphalt pavement areas

**5. 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.

**6. 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.

**7. 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.

8. 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.

9. 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.

- A. Except as otherwise specified herein, the material and construction should be in accordance with the Department of Public Works, Standard Specifications for Highways and Bridges (SSHB) of New Hampshire, latest edition, including all addenda.
- B. The American Sports Builders Association (ASBA), formerly the United States Tennis Court and Track Builders Association (USTCTBA)
- C. The National Federation of State High Schools Associations (NFHS)
- D. American Society of Testing Methods (ASTM) F 2157 Standard Specification for Running Tracks

10. Submittals

- A. Submit to the owner for review and approval, shop drawings and product data on materials and installation procedure.
- B. Submit Certified Track Builder documentation as provided by the American Sports Builders Association.
- C. Submit to the polyurethane manufacturer material data, the EPDM Rubber material data and a sample of rubber used for mixing with binder.
- D. Submit SBR Rubber.
- E. Submit Primer.
- F. Submit Material Safety Data Sheets for all material and products used in the installation including any solvents and cleaning products that are ancillary to the process.
- G. Submit particle size sieve data for all crumb rubber materials used in the installation of the product.
- H. Submit name, contact, telephone number, qualifications and a list of references of track surfacing installer.
- I. Submit to owner a letter of acceptance of the rubber granules by the binder manufacturer.
- J. Submit to the owner name, contact, telephone number and qualifications and list of references of line stripper.

- K. Submit Sample Warranty certificates for review and approval. At the completion of the Project Submit the Final Warranty. Include both Manufacturer's and Installer's).
  - L. Submit three (3) 6" square full depth thickness product samples of track surface.
  - M. Submit three (3) copies of the track marking diagram.
  - N. Submit name of foreman and a list of previously installed projects for Owner inspection prior to start of work.
  - O. Prior to closeout and final acceptance, the contractor shall submit to the owner three (3) copies of maintenance manuals, which will include all necessary instructions for the proper care and preventative maintenance of a polyresin track surface.
11. Pre-Installation Meetings
- A. Prior to the installation of the track system the Owner and polyurethane track surface installer shall meet to establish special requirements, proper sequence and method of installation.
  - B. Prior to line striping, Contractor shall conduct a meeting, which shall include the owner, the contractor and the line striper to confirm all track markings including colors.
12. Reference Standards
- A. Except as otherwise specified herein, the material and construction should be in accordance with the Department of Public Works, Standard Specifications for Highways and Bridges (SSHB) of New Hampshire, latest edition, including all addenda.
  - B. The American Sports Builders Association (ASBA), formerly the United States Tennis Court and Track Builders Association (USTCTBA)
  - C. The National Federation of State High Schools Associations (NFHS)
  - D. American Society of Testing Methods (ASTM) F 2157 Standard Specification for Running Tracks
13. Quality Assurance
- A. Installer of track surfacing shall be an approved installer of running track surfacing system shall be fully knowledgeable and completely experienced with the manufacture and installation of running track surface systems for outdoor use.
  - B. Installer must employ a Certified Track Builder, as conferred by the American Sports Builders Association. This is mandatory and will not be negotiable.
  - C. Approved manufacturer and installer shall have demonstrated at least 10 years experience in the manufacturer and installation of Polyurethane Systems. Installer must have successfully installed at least 10 complete polyurethane running track surface system installations in New England or a climate similar to this region.
  - D. Manufacturer and Installer must have remained in business, under the same name, for at least three years.
  - E. No part of the surfacing installation will be conducted during rainfall or when rain is imminent. After rainfall, sufficient time shall be given to allow the surface to dry thoroughly. Materials are to be only applied when ambient temperature is 45°F and rising.

- F. All materials used in the installation shall be heavy metal, lead and mercury free. The Vendor shall submit Independent Laboratory testing results certifying compliance with this requirement.
14. Guarantee
- A. Request, receive and forward to the Owner two (2) copies of a written warranty and guarantee from the manufacturer stating that all work executed under this section will be free from defects of material and workmanship for a period of five (5) years from the date of project completion and that any defects will be remedied on written notice at no additional cost to the Owner. This guarantee does not cover items damaged by improper use of vandalism as determined by owner.
15. The warranty submitted must have the following characteristics:
- A. Must warrant materials and workmanship
  - B. Must provide full coverage for five (5) years from the date of final acceptance by the Owner or their Representative.
  - C. Must warrant that the materials installed meet or exceed the product specifications.
  - D. Must have a provision to repair or replace such portions that are deemed to be covered under the warranty.
  - E. Must be a warranty from a single source covering workmanship and all self-manufactured or procured materials.
  - F. Guarantee the availability of replacement material for the synthetic surface system.
16. Minimum Criteria
- A. Bidders must have been in the business of resurfacing tracks similar to the track at Portsmouth High School Running Track for a minimum of three years.
  - B. Bidder must supply references for at least five (5) projects of similar size and scope as the Portsmouth High School Running Track. The references should include the name of the project, address, contact person, and phone number.
  - C. Bidder must complete, sign, and include the Bid Pricing Form, the Certificate of Non-Collusion, and the Statement of Tax Compliance.

## **CONTROL OF WORK**

### **1. AUTHORITY OF ENGINEER**

(a) All work shall be done under supervision of the Engineer and to his satisfaction. The 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 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 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) 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.

### 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 or flaggers as the 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) Comprehensive 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

Coverage amounts may be met with excess policies

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

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- 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
- D) Products and Completed Operations should be maintained for up to 3 years after the completion of the project.

**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 Insureds.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) City of Portsmouth shall be listed as a Certificate Holder. The City shall be identified as follows:
  - City of Portsmouth
  - Attn: Legal Department
  - 1 Junkins Avenue
  - Portsmouth, NH 03801

## PAYMENT

### 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 will be made on a monthly basis during the contract period. From the total amount ascertained as payable, an amount will be deducted and retained by the Owner as described in Article VI in the Agreement..

#### 5. FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the 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 Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

If, however, the inspection discloses any work in whole or in part, as being unsatisfactory, the 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 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 will be deducted and retained by the Owner for the guaranty period as described in Article VI of the Agreement.

(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.

(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.

CONTINUED ON NEXT PAGE

CITY OF PORTSMOUTH, N.H.

payment therefore the following lump sum payment, to wit:

\_\_\_\_\_  
City, State, Zip Code

Telephone: \_\_\_\_\_

2.

**CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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(Signature of person signing bid or proposal)

---

(Typed name of person signing bid or proposal)

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(Name of business)



**APPENDIX 1: SYNTHETIC RUNNING TRACK SURFACE**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This section includes the following:
  - 1. CONTRACTOR provides a six (6) lane running track with an eight (8) lane straightaway porous synthetic track surface composed of a polyurethane bound EPDM or BBR rubber base mat, and a two (2) coat polyurethane and EPDM rubber structural spray surface. The event area shall then be lined in accordance with the National Federation of State High School Associations (NFHS). All markings are to be coordinated and approved by Owner prior to applications.
- B. Related Sections include the following:
  - 1. Division 1 Section: "Submittals" for Submittal requirements and procedures.
  - 2. Division 31 Section: "Earthwork" for grading, subgrade preparation, building, utility, and structure excavation and backfill, and drainage materials.
  - 3. Division 32 Section "Asphalt Concrete Paving, Surfacing, and Striping" for track underlayment.

1.03 QUALITY ASSURANCE

- A. The Contractor shall have at least five (5) years of experience in the construction of resilient running tracks, with at least ten (10) tracks constructed in the last three years.
- B. The Contractor shall be able to furnish evidence that they have been in business for a period of not less than 10 years (twice the length of the warrantee period), under the present name, and if required, furnish financial statements for each of the past 3 years.

1.04 SUBMITTAL

- A. Standard printed specifications of the synthetic track surfacing system to be installed on this project.

- B. An affidavit attesting that the synthetic track surfacing material to be installed meets the requirements defined by the manufacturers currently published specifications and any modifications outlined in those technical specifications.
- C. A synthetic track surfacing system sample, 6" x 6" in size, of the same synthetic track surfacing system to be installed on this project.
- D. An installation list of outdoor polyurethane track facilities installed within the last three years.

1.05 GUARANTEE

- A. The guarantee shall be Manufacturer's unconditional guarantee of workmanship and materials of track surfacing for a period of five (5) years from the date of acceptance of the synthetic track surface.

PART 2 - PRODUCTS

2.01 Synthetic surfacing for the Track event areas shall be a porous synthetic sport surface comprised of a base layer of polyurethane bound rubber granules topped with a spray-applied coat of one component polyurethane and EPDM granules.

- A. Action track 200 resilient urethane track surface by Copeland Coating Company, Inc, BSS-300 system installed by Cape & Island Tennis & Track of Pocasset, MA or an approved equivalent.
- B. Color of the track shall be RED. Color shall be approved by OWNER or OWNER'S Representative after review of color sample submittals. Track color and lines shall be in conformance with NFHS track and field regulations, provided and applied by the track surface Manufacturer.

C. Primers

Polyurethane based primers specifically formulated to be compatible with the base and track surfacing materials.

D. Black EPDM Granules

The rubber granules for the base mat shall be recycled EPDM rubber, processed and chopped to 1 to 3 mm size containing less than 4% dust.

E. EPDM Granules

The rubber granules for the structural spray wearing coats shall be EPDM peroxide cured, man-made rubber containing a minimum of 20% EPDM and having a specific gravity of  $1.5 \pm 0.1$ . The EPDM rubber will be 0.5 mm to 1.5 mm EPDM granules.

EPDM granules shall be of the same color as chosen by OWNER or OWNER's representative for the track surface.

F. Polyurethane Binder

Binder for the black rubber mat shall be an MDI-based mono-component, polyurethane binding agent. The binding agent shall not have a free TDI monomer level above 0.2%, must be clear in color, not milky, and must be solvent free. The binding agent must be specially formulated for compatibility with EPDM stranded or rubber crumb.

G. Structural Spray Coating

The spray coating shall be single component moisture cured, pigmented polyurethane, specifically formulated for compatibility with EPDM granules. The coating color shall be chosen by OWNER OR OWNER's Representative, or as specified.

H. Mixture Composition

Job Mix Formulas shall be as follows:

- |    |                             |                            |
|----|-----------------------------|----------------------------|
| 1. | Black Mat                   |                            |
|    | EPDM Rubber                 | 1 to 3 mm                  |
|    | Binding Agent               | 20% of total rubber weight |
|    | Application Temperature     | Minimum 40° F              |
| 2. | Structural Spray Top Coats  |                            |
|    | Structural Spray            | 60% by weight              |
|    | EPDM Rubber (0.5 to 1.5 mm) | 40% by weight              |
|    | Application Temperature     | Minimum 40° F              |

I. Physical Properties of Resilient Track Surface

Thickness	1/2 inch min. (12 to 15 mm)
Shore A Hardness (ASTM D-2240)	55 ± 5
Elongation at Break (ASTM D-412)	Approximately 90%
Tensile Strength (ASTM D-412)	.075 N/mm <sup>2</sup> @ 70°F over a 24 hour
period Abrasion Resistance (AST D-501)	0.25 grams loss after 1000 cycles
Chalking (ASTM D-822)	Nochange after 1000 hours in weather meter
Coefficient of Friction (ASTM D-1984)	Weather-Dry: 0.70 to 0.75, Wet: 0.60 to 0.65
Resilience (ASTM D-2632)	37% to 39%
Tear Resistance (ASTM D-624)	50 to 65 PSI
Colors	Orange

2.02 LINE MARKING PAINT

The line marking paint shall be polyurethane-based paint, specifically manufactured to be compatible with polyurethane track surfaces.

### 2.03 TACK COAT

Furnish manufacturer's standard tack coat to bond base mat and overlaying layers. The tack coat shall be supplied by the manufacturer of the running track surface system.

## PART 3 - EXECUTION

### 3.01 SURFACE INSPECTION

A. Prior to the application of the synthetic track surface, the asphaltic base shall be inspected for conformity to planarity requirements. The surface shall not deviate from the specified grade more than 1/8 inch in 10 feet measured in any direction. All areas not in conformance with the above requirements will be repaired with compatible materials and allow to cure prior to application of synthetic surface. All repairs shall be at the cost of the asphalt installer and not at the cost of the surface manufacturer and installer.

### 3.02 CURING

A. Before application of athletic surface can begin, verify that the asphalt has cured for at least 21 days.

### 3.03 CLEANING

A. The area to be surfaced shall be clean and free of any loose or foreign particles (dirt, oil, etc.) prior to the commencement of Work. The surface shall be cleaned by use of a power blower and/or high-pressure washer.

### 3.04 PRIMING

A. The primer shall be spray applied in accordance with Manufacturer's specifications. Prime only those areas to be surfaced that day.

### 3.05 BLACK MAT

A. The black rubber granules and polyurethane binding agent are blended together in a suitable mixer for a period of 2 to 3 minutes. The blended materials shall be spread onto the asphalt base by means of a mechanical tandem leveler. The tandem leveler shall have a heated oscillating screed bar to obtain both smoothness and compaction and shall be laser-guided to ensure elevation compliance. The heated screed bar shall be operated within the normal operating range of 158° to 176°F unless otherwise directed by the manufacturer's representative.

- B. The laying procedures shall be bay-to-bay and limiting the length of the passes so as not to have any cold (cured) joints between the bays. At the beginning of each new day's work, the traverse joint from the previous day's work shall be tack coated to ensure a good bond. Any small irregularities remaining in the surface after the tandem leveler has passed shall be removed using a light polyethylene or Teflon roller.

### 3.06 STRUCTURAL SPRAY WEARING COATS

- A. After the black mat has properly cured, per manufacturer's recommendations and requirements, apply a thixotropic mixture, using polyurethane binder and EPDM granules, mixed in a suitable metal container using a drill and mixing paddle and spray applied using approved air spray equipment designed to handle this heavy rubber mixture. Apply the structural spray coating in two (2) applications utilizing 1.80 lbs./sy for each application.
- B. Installation shall not take place if adjacent or concurrent construction generates excessive dust, abrasives or any other by-product that, in the opinion of the installer, would be harmful to the track material, until completion of such works.
- C. If, in the opinion of the installer of the synthetic material, the weather and/or climatic conditions are detrimental to the proper installation of the surfacing materials, work shall be delayed until conditions are acceptable. Preferred installation temperature is fifty degrees Fahrenheit and rising. Installation shall be executed only in dry conditions.

### 3.07 LINE MARKINGS

- A. All line and event markings shall be applied by experienced personnel utilizing polyurethane based paint compatible with the synthetic track surfacing. All marking dimensions will be certified in accordance with the specifications issued by the appropriate sanctioning or governing body such as the NFHS.
- B. The Contractor shall be responsible for coordinating all the required events and associated markings needed for the track. All markings shall be approved by the Owner prior to application.

END OF SECTION

**APPENDIX 2: TRACK EQUIPMENT**

**PART 1 - GENERAL**

1.01 RELATED DOCUMENTS: Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 WORK INCLUDED:

A. Provide site improvements in the locations shown or as described herein, complete with anchorages and associated site work.

1.03 RELATED SECTIONS:

APPENDIX 1: SYNTHETIC RUNNING TRACK SURFACE

1.04 SUBMITTALS:

A. Contractor shall submit catalog information on site improvements for review by Architect.

**PART 2 - PRODUCTS**

2.01 SITE FURNISHINGS:

A. LONG JUMP AND TRIPLE JUMP TAKEOFF BOARDS:

1. Model # TFLT 0012SS (12") as manufactured by Sportsfield Specialties, Inc., or

2. Model # ITB-12 (8") take off board with foul strips as manufactured by Aluminum Athletic Equipment Co., or

3. An approved Equivalent.

B. LONG JUMP PIT SURROUNDS:

1. Model F440HS LJ/TJ sand pit form and sand catcher with model 730148 aluminum pit cover manufactured by Gill Athletics Track and Field, or

2. Model # SPSCHS (SP6020) with Sand Catchers - 3M x 7M layout - with cover ledge and pit cover as manufactured by Sportsfield Specialties, Inc., or

3. An approved equivalent. Install per manufacturer specifications.

C. LONG JUMP PIT COVER SETS:

1. Model # SPSCHS (SP6820) with Sand Catchers - 3M x 7M layout - with cover ledge and pit cover as manufactured by Sportsfield Specialties, Inc., or

2. An approved equivalent. Install per manufacturer specifications.

D. PIT SAND:

1. White clean course well-draining sand meeting NCAA / IAAF Regulations. Provide sample for approval prior to delivery. Mason Sand is not acceptable.

PART 3 - EXECUTION

3.01 Sports Equipment shall be permanently installed in concrete anchorages unless otherwise indicated by manufacturer specifications. See Division 3-Section "Cast in Place Concrete for Bases and Anchorages".

3.02 Sports Equipment shall be installed in accordance with New Hampshire State High School Athletic Association Standards, manufacturer's installation instructions, and as shown on the plans.

3.03 Any site improvement materials which are constructed of steel and not galvanized or factory coated with a finish system shall be painted in the field in accordance with Division 9 Specification "Painting and Finishes". Colors by Architect.

3.04 All Sports Equipment shall be installed ready for use. All nets, cables, uprights, etc., shall be in place. Bleachers and benches shall be placed as required by the Architect.

END OF SECTION

**APPENDIX 3: HOT MIX ASPHALT PAVEMENT**

**PART I - GENERAL**

**1.01 SCOPE OF WORK**

- A. Under this Section, the Contractor shall furnish all necessary labor, materials, equipment, and transportation necessary to construct the following:
  - 1. The hot mix asphalt pavement for the Track and surrounding areas shall be composed of materials as specified herein and shall be constructed on a prepared base course to the depth, grade and cross-section shown on the plans, as specified herein and as required by the Engineer.
  - 2. Unless otherwise specified in the Contract Drawings, hot mix asphalt pavement shall be composed of a one and a half (2.5) inch hot mix asphalt binder course, and a one and a half (1.5) inch bituminous concrete dense mix course.

**1.02 REFERENCE STANDARDS AND SPECIFICATIONS**

- A. Reference to the standards, specifications and tests of technical societies, organizations and governmental bodies are made in the Contract Documents.
  - 1. AASHTO - American Association of State Highway and Transportation Officials (tests or specifications).
  - 2. ASTM - American Society for Testing and Materials.
  - 3. New Hampshire Department of Transportation's 2010 Standard Specification for Road and Bridge Construction.

**1.03 SUBMITTALS**

- A. Asphalt emulsion Type SS-1 product and application specification.
- B. Field layout of color sealcoat must be approved by Landscape Architect prior to installation.
- C. Submit catalog cuts and manufacturer's specifications for Airport Grade Asphalt Emulsion Mix and Aggregate.
- D. Compaction tests are required on all hot mix asphalt base surfaces on a 10' grid interval or per Owner's direction. At the Contractor's expense, an independent testing agency must perform the work and submit the results directly to the Landscape Architect.



PART II - MATERIALS

2.01 HOT MIX ASPHALT PAVEMENT

A. Hot mix asphalt Pavement shall consist of binder mix and dense mix courses constructed to the thicknesses shown on the plans and shall conform to the relevant provisions of New Hampshire Department of Transportation's 2010 Standard Specification for Road and Bridge Construction.

B. Base/Binder Courses

1. Base/Binder Courses shall be Hot Mix Asphalt (HMA) Pavement, Base Course.

C. Surface Course

3 1. Surface Course shall be Hot Mix Asphalt (HMA) Pavement, Dense Mix Course.

4

D. Pavement Mixtures

5

1. The general composition of aggregate and the hot mix asphalt mixture (the proportion of asphalt cement to mineral aggregate) shall be as provided in the table below.

**TABLE A SPECIFICATIONS FOR HOT MIX ASPHALT**  
 Percent Passing by Weight Sieve Designation

<b>Sieve Designation &amp; Percent Binder Content</b>	<b>Base Course</b>	<b>Dense Mix Course</b>
2 inch	100	
1 inch	57-87	
3/4 inch		
5/8 inch		
1/2 inch	40-65	100
3/8 inch		80-100
No. 4	20-45	55-80
No. 8	15-33	48-59
No. 16		36-49
No. 30	8-17	24-38
No. 50	4-12	14-27
No. 100		6-18
No. 200	0-4	4-8
Binder	4-5	7-8

2.01 ASPHALT EMULSION

- A. Asphalt emulsion tack coat shall be Type SS-1 or SS-1H as specified by the Asphalt Institute.

2.02 TROWELABLE ASPHALT FILLER/PATCH

- A. Airport grade asphalt emulsion mix and aggregate shall be used to repair gouges or cracks which can then be brought to grade to receive an overlay or color sealcoat.

2.03 ADHESIVE FABRIC FOR CRACK PATCHING

- A. Fabric shall be the Petromat/Petrotac system, as manufactured by Phillips Fibers Corporation, or approved equal.

## PART III – EXECUTION

## 3.01 HOT MIX ASPHALT PAVEMENT

- A. Hot mix asphalt pavements shall be constructed on a prepared foundation of gravel in accordance with the Massachusetts Standard Specifications, Section 405, except where overlayment is over existing pavement.
- B. The bituminous mixtures shall be placed on the approved base only when, in the opinion of the Engineer, the course is sufficiently dry and weather conditions are suitable.
- C. Where walls, curbing, or other suitable permanent supports are not present, the Contractor shall secure proper alignment and adequate compaction of the binder and surface courses as shown on the Contract Drawings and finish all edges with a neat tamped edge.
- D. The mixture shall be placed in two (2) courses as shown on the Contract Drawings. Each course shall be spread and finished as required in the New Hampshire Department of Transportation's 2010 Standard Specification for Road and Bridge Construction.
- E. Prior to completion of bituminous concrete overlay, the Contractor shall have the existing patched surfaces tack coated and leveled to eliminate all "birdbaths" or extreme lows which may create ponding or drainage problems. Leveling course (surface treatment) bituminous concrete applied as necessary, shall be raked and feathered and be properly rolled and compacted. The Contractor shall apply "level" lines, screeds, or use other measures to achieve the proper leveling surface suitable for overlay.

All adhesive fabric shall be in place and approved prior to completing this work.

- F. After completion, the bituminous concrete courses shall conform to the thickness shown on the Contract Drawings, smooth and even and of a dense and uniform structure. When tested with a sixteen (16) foot straight edge placed parallel to the centerline of the pavement, there shall be no deviation from a true surface in excess of one-quarter (1/4) inch.

## 3.02 ASPHALT EMULSION TACK COAT

- A. To all existing surfaces to be pave against or overlaid, apply a single verythin

(0.05 to 0.15 gallons per square yard) application of diluted asphalt emulsion (Type SS-1) to cover the entire surface of existing pavement.

- B. Essential qualities of coverage are (1) it must be very thin and (2) uniformly cover entire surface of existing pavement.
- C. Place only that amount of tack coat which can be overlaid with new pavement by the end of each day, and; **IF RAIN IS ANTICIPATED DO NOT APPLY TACK COAT.**

#### PART IV - GUARANTEE/WARRANTY

- 4.01 The pavement and coatings shall be guaranteed against defects in workmanship or quality for a period of one (1) year after final acceptance. The Contractor shall replace, repair, recoat or otherwise make satisfactory to the Owner any unacceptable pavement and or coating at no additional cost to the Owner.

END OF SECTION