

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

**For**

**305 GREENLAND ROAD FENCING**

**Bid Proposal #13-25**

Karen S. Conard, City Manager

City of Portsmouth, New Hampshire

Prepared by:

City of Portsmouth  
Engineering Division  
Public Works Department

City of Portsmouth, NH  
Department of Public Works

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Bid #13-25  
305 Greenland Road Fencing

**INVITATION TO BID**

The City of Portsmouth seeks bid proposals for construction of fencing at 305 Greenland Road, Portsmouth NH, 03801.

Sealed bid proposals, plainly marked "**305 Greenland Road Fencing, Bid #13-25**" on the outside of the mailing envelope will be accepted until November 25th, 2024 at 2:00 p.m. at the Finance/Purchasing Department, 3rd Floor, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801.

Questions about this bid should be directed in writing to [purchasing@cityofportsmouth.com](mailto:purchasing@cityofportsmouth.com) . **The deadline for questions and requests for additional information is November 13th, 2024 @ 4:00 p.m.** Addendum posted by 4:00 p.m. November 20, 2024.

Specifications are available at <http://www.cityofportsmouth.com/finance/purchasing.htm>. Addenda to this bid document, if any, including written answers to questions, will be posted by on the City of Portsmouth website at under the project heading. Addenda and updates will NOT be sent directly to firms. Contractors submitting a bid should check the web site for addenda and updates after the release date. Firms should confirm receipt of the addenda on the Bid Proposal Form. Failure to do so may result in disqualification.

**A mandatory pre-bid conference will be held at 10:00 am Wednesday November 6, 2024 onsite at 305 Greenland Road, Portsmouth, NH 03801.** Therefore, all interested bidders are required to attend in order to prepare acceptable bid submissions.

The City reserves the right, after bid opening and prior to award of the contract, to modify the amount of the work in the event that bids exceed budgeted amounts. The City of Portsmouth further reserves the right to reject any or all bids, to waive technical or legal deficiencies, to rebid, 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.

Contract award is contingent upon available funding.

## **INSTRUCTION TO BIDDERS**

### 1. Base Bid and Bid Alternates

The work under this contract consists of a base bid and potential bid alternates as follows:

- a) The bid shall be all work as shown on the Contract Plans and Documents, complete and in place as described in Bid Alternate A and Bid Alternate B below.
- b) The Bidder shall provide prices for the following Bid Alternate Items. At the discretion of the owner, the contract shall consist of items from either Bid Alternate A, which consists of constructing 6' high fencing or Bid Alternate B which consists of constructing 8' high fencing.

### 2. Special Notice to Bidders

Appended to these instructions is a complete set of bidding forms including a statement of qualifications. 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.

### 3. Interpretation of Quantities in Bid Schedules

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

### 4. Examination of Plans, Specifications and Site Work

The bidder is expected to examine carefully the site of the proposed work, the plans, specifications, and special provisions 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.

## 5. Familiarity with Laws

The bidder is assumed to be 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 Owner in writing.

## 6. Preparation of Bid Proposal

- a) The bidder shall submit its proposal upon the forms furnished by the Owner. The bidder shall specify a unit price in figures, for each pay item for which a quantity is given and shall also show the products of the respective prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of the several items. All words and figures shall be in ink or typed. If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink.
- b) The unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. The unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work in accordance with the contract documents. The work not specifically identified as a unit price item shall be considered as incidental to the identified unit price items and shall be included in the unit process quoted.
- c) 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 at the Owner's sole discretion for any of the following reasons:

- a) 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;
- b) 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;
- c) 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
- d) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

#### 7. Delivery of Bid Proposals

Sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed or e-mailed bid proposals are not acceptable.

#### 8. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw his/her proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

#### 9. Public Opening of Bid Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids.

#### 10. 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:

- a) More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- b) Evidence of collusion among bidders;
- c) Failure to submit all required information requested in the bid specifications;
- d) Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded;
- e) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- f) Default or unsatisfactory performance on previous contracts; or

g) Such disqualification would be in the best interests of the Owner.

#### 11. Material Guaranty and Samples

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

## **AWARD AND EXECUTION OF CONTRACT**

### 1. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of the total price for all sections of work as well as the adequacy of the information provided, qualifications, demonstration of ability to perform the work, and such other criteria as is in the best interest of the City. 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, via email to the email 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 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.

### 4. Execution and Approval of Contract

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



5. Failure to Execute Contract

Failure to execute the contract and to provide proof of insurance within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award. 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.

**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.

**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

## **GENERAL REQUIREMENTS**

### **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. SCOPE OF WORK**

Work consists of furnishing all equipment, labor and materials required to perform all operations in connection with the installation of approximately 460 liner feet of black vinyl coated chainlink fence with black privacy slats and 260 linear feet of stockade fence at 305 Greenland Road Portsmouth NH, 03801 as detailed in the Contract Documents. Installation will include but not be limited to all fence related components, including wire mesh fencing, stockade fencing, posts, tension wire and privacy slats as specified by the contract documents.

### **3. CONTRACT DOCUMENTS**

Contract Documents shall include the Contract Drawings and Technical Specifications attached.

### **4. SUBMITTALS**

The following **MUST** be submitted and approved **PRIOR** to the fence installation. Shop drawings available upon request.

- a) Representative examples Locations indicating where identical fencing as defined in the scope of work have been constructed by the Bidder. Locations must be accessible to the owner for the purposes of inspection and evaluation of material and workmanship.
- b) Fencing layout approved by owner prior to installation.
- c) Product data for fencing, posts, privacy slats, tension wire, fasteners, hardware and mounting hardware.
- d) Material certificates for fencing, posts, tension wire, privacy slats, hardware and mounting hardware. Sample fasteners, hardware and mounting hardware sufficient to obtain clear ideas of how signs are fabricated, made changeable and installed.
- e) Warranties
- f) Operation and Maintenance manuals

### **5. INCIDENTAL WORK**

The fence installation is inclusive, but not limited to, the following tasks associated with the complete installation of the fence:

- a) All mobilization, sequencing and project management associated with the installation of the fence;

- b) Field survey and verification of fence locations;
- c) Underground and surface identification of all utilities (Dig-Safe);
- d) Site preparation (clearing & grubbing, etc.);
- e) Excavation for posts;
- f) Installation of fence as identified in the Contract Document (Drawings, Specification, Agreement, etc.);
- g) Restoration of site and surfaces after installation (replace like with like materials);
- h) Traffic and safety control;
- i) Submittal, approval and payment for all permits that may be required and shall be the contractor's responsibility to determine all required permits and the payment of fees associated with the installation. Excavation license required. Excavation permit required (fee will be waived);
- j) Maintaining access for the public to adjacent park areas;
- k) Maintain access to City of Portsmouth staging area;
- l) Protection and securing of site;
- m) Coordination with staff of the City of Portsmouth Public Works Department;

#### 6. ALTERATION OF PLANS OR OF CHARACTER OF WORK

The Owner reserves the right 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 sign program; 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, and 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.

#### 7. 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.

#### 8. 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.

#### 9. TRAFFIC CONTROL DURING CONSTRUCTION

Contractor shall maintain access to the City of Portsmouth's staging area by coordinating with the contractor currently utilizing the area. All relevant contact information shall be provided by the City to the Contractor upon award of Contract.

**TECHNICAL SPECIFICATIONS, PROJECT PLANS AND DETAILS**

Bidders shall reference the TECHNICAL SPECIFICATIONS in Attachment #1 and PROJECT PLANS and DETAILS in Attachment #2 and all notes for necessary specifications and details. Bidders shall base bid amounts using the specifications, plans and details provided in these documents. If awarded the project, the Contractor may submit equal alternatives for consideration by the Owner. All locations will be field verified to determine any conflicts prior to installation.

**BID PROPOSAL FORM**

**305 Greenland Road Fencing**

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

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

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The bidder has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the bidder has carefully read and examined the Drawings, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
5. The bidder understands that the quantities of work calculated in the Bid or indicated on the Drawings or in the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Owner. Payment to the bidder will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.
6. The bidder understands that it is the intention of this contract that the items listed below describe completely and thoroughly the entirety of the work as shown on the plans and as described in the specifications. The work not specifically identified as a unit price item shall be considered as incidental to the identified unit price items and shall be included in the unit process quoted. Work to be considered incidental shall include but not be limited to surface restoration, including pavement repair, erosion control measures, miscellaneous concrete, and all other items required to provide a completed project.
7. Total Pricing will be determined by the individual unit cost provided below multiplied by the quantity determined by the Owner.

**BID PROPOSAL FORM** (Continued)

**Bid Alternate A for 305 Greenland Road Fencing**

Owner understands that unit price may change based on quantities.

<b>ITEM NO.</b>	<b>EST. QTY</b>	<b>UNITS</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE IN FIGURES</b>	<b>UNIT PRICE IN FIGURES</b>
Bid Alt 1	460	LF	6' high black vinyl coated chain link fencing with black privacy slats	\$	\$
Bid Alt 2	260	LF	6' high cedar stockade fencing	\$	\$

**(\*) Undetermined quantity, will be based on need.**

TOTAL BID ALTERNATE A PRICE (Sum of all items above):

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

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

**BID PROPOSAL FORM** (Continued)

**Bid Alternate B for 305 Greenland Road Fencing**

Owner understands that unit price may change based on quantities.

<b>ITEM NO.</b>	<b>EST. QTY</b>	<b>UNITS</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE IN FIGURES</b>	<b>UNIT PRICE IN FIGURES</b>
Bid Alt 1	460	LF	8' high black vinyl coated chain link fencing with black privacy slats	\$	\$
Bid Alt 2	260	LF	8' high Cedar stockade fencing	\$	\$

**(\*) Undetermined quantity, will be based on need.**

TOTAL BID ALTERNATE B PRICE (Sum of all items above):

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

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



**BID PROPOSAL FORM** (Continued)

**Bid Summary – 305 Greenland Road  
Portsmouth, New Hampshire**

TOTAL FOR PROJECT: BID ALTERNATE A

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

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

TOTAL FOR PROJECT: BID ALTERNATE B

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

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

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.

Bids will be compared based on any combination of Bid Alternatives; whichever is in the best interest of the City.

**BID PROPOSAL FORM** (continued)

The Bidder has received and acknowledged Addenda No. \_\_\_\_\_ through \_\_\_\_\_.

The undersigned agrees that on behalf of Bidder they have read the bid proposal documents, the instruction to bidders and the bid specifications, and agrees to the terms and conditions set forth herein. Bid price shall be firm for at least 30 days.

Bidder further agrees that this bid is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

Bidder agrees no officer, agent or employee of the Owner is directly or indirectly interested in this Bid.

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Submitted by Authorized Agent: \_\_\_\_\_  
(Print Name & Title)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

Email: \_\_\_\_\_

**STATEMENT OF BIDDER'S QUALIFICATIONS**

*Supply with Bid*

All questions must be answered and the data given must be clear and comprehensive. 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 in 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 services provided by your company.
9. Explain any contract within the last 5 years that you or your customer terminated.
10. What percentage of your projects in the last 5 years were delivered on time as specified by the contract? Explain reasons for any extensions.
11. Contractor should have completed at least two urban wayfinding projects of similar size and scope. Please list project names and locations, completion dates, and total amount for each contract.
12. List your major equipment available for this contract. (NOTE: the selected bidder may be subject to a shop visit after the award of the project to verify that facilities are adequate).
13. List your key personnel available for this contract, including who will be project lead and project manager.
14. List any subcontractors whom you would expect to use and indicate which tasks. (NOTE: The City reserves the right to disallow any subcontractor).

Respectfully submitted:

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_, being duly sworn,  
(Print Name)

deposes and says that he/she is \_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Name of Organization)

and that the answers to the foregoing questions and all statements contained are true and complete to the best of his/her knowledge.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**CONTRACT AGREEMENT**

305 Greenland Road Fencing

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year **2024**, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and \_\_\_\_\_ (hereinafter called the Contractor),

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

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

**ARTICLE II – CITY REPRESENTATIVE** – The City Engineer shall be authorized as representative in connection with completion of the Project in accordance with the Contract Documents.

**ARTICLE III – CONTRACT TIME** – The work shall be completed by April 30, 2025.

**ARTICLE IV – CONTRACT PRICE** – Owner shall pay Contractor for performance of the work in accordance with the Contract Documents.

**ARTICLE V – PAYMENT** – The Owner shall pay the Contractor according to the following schedule:

- #1 - Deposit/Material Order 30%
- #2 - Completion of work 60%
- #3 - Final Approval/Punchlist Complete 10%

**ARTICLE VI – 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:

- This Agreement
- General Requirements
- Insurance Requirements
- Technical Specifications
- Special Provisions
- Bid Proposal Form

- Any modifications, including change orders, duly delivered after execution of this Agreement.
- Drawings and Details

**ARTICLE VII – 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, any signage that has been fabricated but not installed and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

**ARTICLE VIII – INDEMNIFICATION OF OWNER** – Contractor shall defend, indemnify and hold harmless Portsmouth, and its agents, officials and employees from and against any and all claims, actions, damages and losses incurred by Portsmouth arising out of or relating to Contractor’s negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such claims, actions, damages or losses are caused by the negligent acts or omissions of Portsmouth.

**ARTICLE IX – PERMITS** – The Contractor will secure at its own expense, all 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 X – INSURANCE** – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

**ARTICLE XI – 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.

**ARTICLE XII – NONDISCRIMINATION IN CITY CONTRACTS** – Any entity that enters into a contact for goods or services with the City of Portsmouth or any of its boards, agencies and departments and any recipient of city funds shall:

Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting, or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

Not discriminate in the performance of the contract on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

IN WITNESS WHEREOF, the parties hereunto executed this

AGREEMENT the day and year first above written.

**BIDDER:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CITY OF PORTSMOUTH, N.H.**

BY: \_\_\_\_\_  
Karen S. Conard

TITLE: City Manager