

City of Portsmouth
Portsmouth, New Hampshire
Department of Public Works

**Bid #35-24
Pavement Markings**

INVITATION TO BID

Sealed bid proposals, **plainly marked, “Bid #35-24 Pavement Markings” on the outside of the mailing envelope as well as the sealed bid envelope,** delivered to the at City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, addressed to the Finance/Purchasing Department, will be accepted until **February 15, 2024 at 2:00 p.m.**

Application of all pavement markings to be applied prior to July 31st, 2024.

Approximate work list:

- Yellow Center Lines- approximate 550,000 linear feet each of 4” individual line latex paint (equaling 275,000 linear feet more or less of a combined double yellow line)
- White Single Edge Line – approximate 200,000 linear feet latex paint
- 6” Single Lane Bike Lane – approximate 6,600 linear feet latex paint
- 4” White Parking Stall Latex Lines with Hand Cart as needed – approximate 500 linear feet latex paint
- Provide painted line and symbol striping as needed:
 - 12” crosswalks and stop bars – approximately 4,000 linear feet
 - Symbols/Words – approximately 2000 square feet
- Provide thermoplastic line striping in thirty-two possible intersections/locations (Listed in the back of this document) that includes the following estimated quantities although markings will be applied as needed:
 - 4” dashed lines for multiple turning lanes– approximately 800 linear feet
 - 12” crosswalks and stop bars – approximately 8,000 linear feet
 - 18” crosswalks and stop bars – approximately 350 linear feet
 - Symbols/Words – approximately 1000 square feet

This bid is available from the City’s website:

<http://www.cityofportsmouth.com/finance/purchasing.htm>, under the project heading. Questions may be directed to the Purchasing Coordinator at purchasing@cityofportsmouth.com by February 1, 2024 @ 2:00 p.m. Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website at

<http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading by February 6, 2024 @ 4:30 p.m. Addenda and updates will NOT be sent directly to vendors.

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

BIDDING REQUIREMENTS AND CONDITIONS

1. Special Conditions or Qualifications for Work

- a) Bidder must be prequalified by the New Hampshire Department of Transportation (“NHDOT”) and classified for Pavement Markings as of the date and time of the bid opening. Bids submitted from bidders that do not meet this requirement as of the date and time of bid opening will be deemed unresponsive and returned unopened.
- b) Attention is directed to the fact that appended to these specifications is a complete set of bidding and general contract forms. These forms may be detached from the specifications and executed for the submittal of bids.
- c) The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.
- d) The bidders must submit a statement of bidder’s qualifications if requested.

2. Issuance of Proposal Forms

The City of Portsmouth, herein referred to as the Owner, reserves the right to deny a proposal form to a prospective bidder or to disqualify a bidder if the bidder is in default for any of the following reasons:

- a) Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidder’s qualification or otherwise.
- b) Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
- c) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts.
- d) Default under previous contracts.
- e) Unsatisfactory performance on previous contracts.
- f) The proposal is improper or nonconforming as defined in item 7 of this section.

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. 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 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 proposal upon the forms furnished by the Owner. All words and figures shall be in ink or typed. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

- 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, the 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.
- c) Addenda to this proposal, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will NOT be sent directly to firms. Contractors submitting a proposal should check the website 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.

7. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in 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.
- d) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

8. Proposal Guaranty

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

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

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

9. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to

the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened.

10. Withdrawal of Proposals

A bidder will be permitted to withdraw 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.

11. Public Opening of Proposals

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

12. 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 proposal(s):

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

13. 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 said bid based on the contents of said statement or as a result of the failure of the bidder to submit said statement.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

- a) After the proposals are opened and read, they will be compared on the basis of the total price to be charged to perform the work. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
- b) The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem in its sole discretion to be in the best interest of the City

2. Award of Contract

- a) 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, emailed to the address on the proposal, that the bid has been accepted and that the bidder has been awarded the contract.
- b) The award shall not be considered official until such time that a Purchase Order, fully executed contract or an award letter has been issued by the Finance Director. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not considered official, and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

3. Cancellation of Award

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

4. Execution and Approval of Contract

The successful bidder will be required to present all required insurance certificates and execute the contract within 10 days following notification of acceptance of bid. No contract shall be considered as in effect until it has been fully executed by all parties thereto.

5. Failure to Execute Contract

Failure to execute the contract and provide required insurance certificates 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 work may-be re-advertised as the Owner may determine in its sole discretion.

PROPOSAL FORM

2024 Pavement Markings

CITY OF PORTSMOUTH, N.H.

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

The undersigned, as Bidder, 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.

THIS PROJECT SHALL BE BID BY UNIT PRICES:

ITEM #1: 200,000 LF, 4” Single White Edge or Lane Striping Latex Based Paint (INPLACE)

Unit price in words per LF	Unit price in figures	Total Item #1
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ITEM #2: 550,000 LF, 4” Double Yellow or Single Yellow Centerline Striping Latex Based Paint (INPLACE), (Price is for each line not both lines, for instance 1 lf of double yellow applied will be paid as 2 lf)

Unit price in words per LF	Unit price in figures	Total Item #2
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ITEM #3: 6,600 LF of 6” Single White Bike Lane Striping Latex Based Paint (INPLACE)

Unit price in words per LF	Unit price in figures	Total Item #3
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ITEM #4: 4,000 LF of 12” Single White Crosswalk Striping Latex Based Paint (INPLACE)

Unit price in words per LF	Unit price in figures	Total Item #4
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ITEM #5: 2,000 SF of Symbol Striping Latex Based Paint (INPLACE)

Unit price in words per LF	Unit price in figures	Total Item #5
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PROPOSAL FORM (continued)

ITEM #6: 800 LF of 4” Dashed Thermoplastic Lines for turning lanes (INPLACE)

Unit price in words per SF	Unit price in figures	Total Item #6
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ITEM #7: 8,000 LF, 12” Thermoplastic Line (INPLACE)

BID #35-24 Pavement Markings

Unit price in words per LF	Unit price in figures	Total Item #7
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ITEM #8: 350 LF, 18” Thermoplastic Line (INPLACE)

Unit price in words per LF	Unit price in figures	Total Item #8
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ITEM #9: 1000 SF of Thermoplastic Pavement Symbols or Words (INPLACE)

Unit price in words per SF	Unit price in figures	Total Item #9
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ITEM #10: 1,000 Linear Ft of 4” White Parking Stalls Latex based Paint Using Hand Cart (INPLACE)

Unit price in words per LF	Unit price in figures	Total Item #10
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ITEM #11: 100 SF of Preformed Thermoplastic Symbols for bike markings etc. as needed. (INPLACE)

Unit price in words per LF	Unit price in figures	Total Item #11
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ITEM #12: Traffic Flagging/Police

Allowance

two thousand dollars

\$2,000.00

\$2,000.00

Unit price in words	Unit price in figures	Total Item #12
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TOTAL BID: (ITEMS #1 - #12)

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

Date	Bidder
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By: _____

Title: _____

Business Address _____

City, State, Zip Code _____

Phone _____ Email Address: _____

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.

BID SECURITY BOND

(This format is 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.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary. **This statement is to be submitted with Bid.**

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 business under your present name; also state names and dates of previous firm names, if any.
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? ____ (no) ____ (yes). If so, where and why?
9. Have you ever defaulted on a contract?
____ (no) ____ (yes). If so, where and why?
10. Have you ever failed to complete a project in the time allotment according to the Contract Documents?
____ (no) ____ (yes). If so, where and why?
11. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
12. List your major equipment available for this contract.
13. List your key personnel such as project superintendent and foremen available for this contract.

STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)

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 Public

My Commission expires _____

CONTRACT AGREEMENT

Pavement Markings

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 own expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II – CITY OWNER REPRESENTATIVE The Director of Public Works, or authorized representative will act as the Owner’s Representative and engineer in connection with the completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - The work will be performed as directed in the time frame indicated on the Notice to Proceed. Contractor and Owner shall cooperatively schedule dates for the marking of pavement. The contractor’s failure to meet the agreed upon schedule of work may be grounds for termination.

ARTICLE IV – RENEWAL OPTION - It is the intent of this proposal to establish a contractor to perform the work intended pursuant to this contract within 90 days after contract signing (weather permitting), with a yearly option to extend the contract for a total period not to exceed three years. Both the City of Portsmouth and the Contractor must agree on any extensions beyond the first year.

ARTICLE V - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Contract Documents as shown under item prices in the Bid Proposal.

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

- 8.1 This Agreement
- 8.2 Contractor’s Bid and Bonds
- 8.3 Notice of Award, Notice to Proceed
- 8.4 Instruction to Bidders, General Requirements, Control of Work, Temporary Facilities, Measurement and Payment, Standard Specifications
- 8.5 Insurance Requirements
- 8.6 Special Conditions
- 8.7 Standard and Technical Specifications
- 8.8 Drawings if any
- 8.9 Special Provisions

8.10 Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE VIII - 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.

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

ARTICLE XII – NONDISCRIMINATION - Nondiscrimination in City Contracts. Any entity that enters into a contract for goods or services with the City of Portsmouth or any of its boards, agencies and departments and any recipient of city funds shall:

- A. 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.
- B. 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.

ARTICLE XIII - MISCELLANEOUS -

- 13.1 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.
- 13.2 Owner and Contractor each binds Owner and Contractor, partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 13.3 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.

13.4 The Contract shall be construed in accordance with NH Law and jurisdiction and venue for any disputes arising herewith shall reside with the Rockingham County Superior Court.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

CONTRACT AGREEMENT (continued)

NAME OF BUSINESS

BY: _____

TITLE: _____

ATTEST: _____

(SEAL)

CITY OF PORTSMOUTH, N.H.

BY: _____
Karen S. Conard

TITLE: City Manager

ATTEST: _____

(SEAL)

NOTICE OF INTENT TO AWARD

Date:

TO:

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

Pavement Markings

In the City of Portsmouth, New Hampshire, you are hereby notified that the City intends to award the aforesaid project to you.

You are further instructed to immediately take the necessary steps for execution of the Contract within ten (10) calendar days from the date of this Notice.

Prior to starting work you must deliver to the Owner certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents. The City reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

City of Portsmouth
Portsmouth, New Hampshire

Judie Belanger,
Finance Director

NOTICE TO PROCEED

DATE:

PROJECT: **Pavement Markings**

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE WITH THE AGREEMENT DATED _____, AND THE DATE OF COMPLETION OF ALL WORK SHALL BE **COMPLETE BY JULY 31st, 2024.**

CITY OF PORTSMOUTH, N.H.

BY _____

TITLE _____

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:

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:
\$ TBD _____

Original Contract Time:
Complete by July 31, 2024

Contract Price prior to this
Change Order:
\$ _____

Contract Time prior to this
Change Order:
_____ days

Net Increase or Decrease of
this Change Order:
\$ _____

Net Increase or Decrease of
this Change Order:
_____ days

Contract Price with all
approved Change Orders:
\$ _____

Contract Time with all
approved Change Orders:
_____ days

RECOMMENDED:

APPROVED:

APPROVED:

by _____

by _____

by _____

by _____

DPW Director

City Finance

City Manager

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 Public Works Department, 680 Peverly Hill Road, Portsmouth, N.H. 03801, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that 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.

PERFORMANCE BOND (continued)

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:

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

(Surety Company)

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

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 the Power of Attorney showing the 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: **Pavement Markings**

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

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

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS that

(Contractor) of _____, County of _____ and
State of _____ do 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:
Pavement Markings

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)

has caused these presents to be duly executed this _____
_____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of:

(Individual-Contractor) (Seal)

CONTRACTOR'S RELEASE (continued)

_____(Seal)
(Partnership-Contractor)

_____(Partner) BY _____(Seal)

Attested: _____
(Corporation)

_____(Secretary) BY _____
(President or Vice President)

(Corp. Seal)
Attachments:

of _____

Dated: _____

GENERAL REQUIREMENTS

SCOPE OF WORK

1. INTENT OF CONTRACT

The intent of the contract is to provide for the completion of 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 with the intent of the specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the plans and specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.

2. INCIDENTAL WORK

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

- a. Mobilization
- b. Signs
- c. Cooperation with other contractors, abutters and utilities.
- d. Accessories and fasteners or components required to make items paid for under unit prices or lump sum items complete and functional
- e. Restoration of property
- f. Clean up

3. 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 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 any provisions of the contract and such increases or decreases of the quantities as a result from these alterations or deletions of certain items, shall not be the basis of claim for loss or for anticipated profits by the contractor. The contractor shall perform the work as altered at the contract unit price or prices.

4. EXTRA WORK ITEMS

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

5. CHANGE ORDERS

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

6. FINAL CLEAN 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 Contractor shall clean-up all sites and storage grounds.

The prescribed herein will not be paid for separately but shall be considered as subsidiary.

GENERAL REQUIREMENTS (continued)

7. ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

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

1. Technical Specifications will govern General Requirements.

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain, until acceptance of the work, insurance of the limits and types specified below from an insurance company approved by the Owner.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage -- \$2,000,000
each occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage -- \$2,000,000
Combined Single, Limit, per occurrence

TYPES OF INSURANCE

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 be in strict accordance with the requirements of the most current laws of the State of New Hampshire.
- B) Bodily Injury Insurance and Contractors Protective Property Damage Insurance.
- C) Bodily Injury and Property Damage Insurance covering the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the prosecution of the work under this Contract.
- D) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- E) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies shall include the City of Portsmouth, New Hampshire as named Additional Insured.

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

EVIDENCE OF INSURANCE

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in

INSURANCE REQUIREMENTS (continued)

force for the specified period. The Contractor shall submit evidence of insurance to the Owner at the time of execution of the Agreement. Written notice shall be given to the City of Portsmouth, NH at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.

MEASUREMENT AND PAYMENT

1. MEASUREMENT OF QUANTITIES

- (a) All work completed under the contract will be measured according to the United States standard measure.
- (b) The term "lump sum" when used as an item of payment will mean complete payment for the work described in the item.
- (c) When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories, so as to provide the item complete and functional. Except as may be otherwise provided, partial payments for lump sum items will be made approximately in proportion to the amount of the work completed on those items.
- (d) Material wasted without authority will not be included in the final estimate.

2. SCOPE OF PAYMENT

- (a) The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.
- (b) The Contractor shall be liable to the Owner for failure to repair, correct, renew or replace, at Contractor's own expense, all damage due or attributable to defects or imperfections in the work 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.

MEASUREMENT AND PAYMENT (continued)

4. PARTIAL PAYMENTS

Partial payments will be made on a monthly basis during the contract period.

5. FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the Owner's Representative will make an inspection. If all construction provided for and contemplated by the contract is found complete to Owner's Representative's satisfaction, this inspection shall constitute the final inspection and the Owner's Representative 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 Owner's Representative 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 Owner's Representative 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 and subcontractors hired 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. After approval of the final estimate by the Owner, the Contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the contract.
- (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 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.

MEASUREMENT AND PAYMENT (continued)

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 Contractor's Surety, or both, such overpayment as it may sustain by failure on the part of the Contractor to fulfill Contractor's 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 Contractor's bond and as provided in the section above.

TECHNICAL SPECIFICATIONS

I. Scope of Work:

- A. The work shall consist of furnishing and placing white or yellow reflectorized paint pavement markings, center and edge lines and thermoplastic markings in locations as directed.
- B. The Contractor shall comply with the City of Portsmouth's noise ordinance which limits noise between the hours of 6:00 P.M. and 7:00 AM. Work is allowed and expected between these times as long as it complies with the ordinance.

II. Methods of Construction:

- A. All materials shall be as provided and installed as specified in section 632 in the NHDOT standard specifications.
- B. All pavement markings of the type specified shall be applied at the locations as determined by the Owner's Representative and shall be in accordance with the Traffic Manual (MUTCD). Traffic control operations in conjunction with placing markings shall conform to 619 and the Traffic Control Plan.
- C. Longitudinal lines placed on tangent roadways segments shall be straight and true. Longitudinal lines placed on curves shall be continuous smoothly curved lines consistent with roadway alignment. All pavement markings placed shall meet the tolerance limits in accordance with manufacturer's recommendations.
- D. Broken lines shall consist of 10-foot line segments with 30 foot gaps or follow the standard MUTCD guidance and shall meet the tolerance limits in accordance with manufacturer's recommendations.
- E. Unless otherwise specified, widths of longitudinal markings shall be as follows:
 - 1. **Center Lines** - two lines as appropriate, 4 inches in width each
 - 2. **Edge Lines** - single line, 4 inches in width
 - 3. **Lane Lines** - single line, 4 inches in width
 - 4. **Bike Lanes** - single line, 6 inches in width
 - 5. **Parking Stalls** - single line, 4 inches in width
 - 6. **Stop Bars/crosswalks** - Match Existing or as directed
- F. Newly painted markings shall be protected from traffic until the paint is cured. Protection of the lines is the responsibility of the Contractor. The method of protection shall not constitute a hazard to the traveling public. Damage to any markings as a result of tracking or weather shall be repaired by the Contractor.
- G. Immediately before applying the pavement marking paint to the pavement, the Contractor shall insure the surface is dry and of an appropriate temperature for the product and entirely free from dirt, sand, grease, oil, or other foreign matter.
- H. All cleanup and disposal of solvents, residue, and the like shall be the responsibility of the Contractor and shall be performed in accordance with all applicable federal, state and local requirements.

TECHNICAL SPECIFICATIONS (continued)

III. Traffic Control:

Traffic control shall be the responsibility of the contractor. Traffic control shall comply with the Federal Highway Administration Manual on Uniform Traffic Control Devices Part VI, Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations. Contractor must maintain traffic flow, total street closures are not allowed.

IV. Method of Measurement – Traffic Control:

Any flagging work required shall be measured by the exact cost billed to the contractor based on the man-hours worked.

Description

Daily traffic control personnel will be required to facilitate traffic through the work zone quickly and safely. The use of, type of, and number of personnel will be reviewed and approved with the Engineer.

Method of Measurement

Uniformed Officers and Flaggers shall be measured by the actual hours worked in the field.

Basis of Payment

Uniformed Officers and/or Flaggers will be paid for by the actual hour worked. The City will reimburse the exact cost for this item, no cost markup is allowed. The item will be paid for out of the allowance provided.

V. Basis of Payment:

The accepted quantities of pavement markings of the type specified will be paid for at the Contract Unit Price per unit complete in place. No payment will be made for those units of pavement markings which do not conform to the requirements of these Technical Specifications.

The Contractor shall submit an invoice monthly for the work performed during the previous 30 days. The City shall make payment within 30 days for satisfactory work.

VI. Coordination with Director of Public Works

The City will designate a City employee who will identify for the Contractor the roadways upon which the work will be performed and serve as a liaison between the City and the Contractor.

Intersections or locations proposed for thermoplastic line and symbol striping

This list is as proposed at the time of bid, the City reserves the right to add or remove work as needed. If additional work is added, the City will extend the amount of time beyond the date indicated in the Notice to Proceed.

South St at Lafayette Intersection
Mendum Ave Crosswalk
Middle St Crosswalks
Miller Ave at Middle St Intersection
Richards Ave at Middle St
Court St at Middle St
Court St Crosswalk
Pleasant St at Court St Intersection
State St at Middle St Intersection
Pleasant St at State St Intersection
State St Crosswalk
State St and Penhallow St Crosswalk
State St and Washington St Crosswalk
State St and Chapel St Crosswalk
Daniel St and Chapel St Intersection
Daniel St and Penhallow St Intersection
Daniel St at Market Square Crosswalk
Congress St and Fleet St Intersection
Vaughn Mall at Congress St Crosswalk
Maplewood Ave and Congress St Intersection
Islington St Crosswalk
~~Rock St at Islington St Crosswalk~~
~~Summer St at Islington St Crosswalk~~
~~Cornwall St at Islington St Crosswalk~~
~~Cabot St/Islington St Intersection¹~~
Islington St Crosswalk
Columbia St Crosswalk
Cass St at Islington St Crosswalk
Hanover St at Maplewood St Intersection
Deer St at Maplewood St Intersection
Deer St at Market St Crosswalk
Woodbury Ave from Market St to Gosling Road as needed.
Gosling Road as needed.
Intersections at Pease as needed.

¹ Rock St at Islington St Crosswalk, Summer St at Islington Crosswalk, Cornwall St at Islington St Crosswalk and Cabot St/Islington St Intersection are excluded from FY25 but will be added in subsequent year(s).

NONDISCRIMINATION CLAUSE

NONDISCRIMINATION IN CITY CONTRACTS: Any entity that enters into a contract 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.