

**City of Portsmouth
Portsmouth, New Hampshire
Department of Public Works**

Bid #51-24
Citywide Bridge Maintenance

INVITATION TO BID

Sealed bid proposals, **plainly marked, “Bid #51-24 Citywide Bridge Maintenance” on the outside of the mailing envelope as well as the sealed bid envelope**, delivered to the at City Hall, 1 Junkins Avenue, 3rd Floor, Portsmouth, New Hampshire, 03801, addressed to the Finance/Purchasing Department, will be accepted until September 19, 2024 at 2:00 p.m. at which time all bids will be publicly opened.

- **This bid entails the washing, sealing and limited crack sealing/graffiti covering of up to 11 City Maintained bridges**

Information may be obtained from the City’s website:

<http://www.cityofportsmouth.com/finance/purchasing.htm>, additional questions may be emailed the Purchasing Coordinator at purchasing@cityofportsmouth.com. Questions will be accepted until September 9, 2024, at 4:00 pm.

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 4:30 p.m. September 11, 2024. 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 award this bid in its entirety to a single vendor or multiple vendors, whichever is in the best interest of the City. The City intends for this to be a multi-year contract and additional scope will be awarded in the future.

BIDDING REQUIREMENTS AND CONDITIONS

1. Special Notice to Bidders

- A. 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.
- B. The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.
- C. The bidders must submit a statement of bidder's qualifications if requested.

2. Interpretation of Quantities in Bid Schedules

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

3. 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 its ignorance thereof. If the bidder discovers 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.

4. Preparation of Bid Proposal

- A. The bidder shall submit its 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, his 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.

5. 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.

6. 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:

- A. 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
- B. 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.

7. 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.

8. 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.

9. 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.

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 or proposals:

- 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.
- E. Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidders qualification or otherwise.
- F. Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
- G. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts.
- H. Default under previous contracts or unsatisfactory performance on previous contracts.
- I. Such disqualification would be in the best interests of the Owner.

11. Reservation of Rights

The Owner reserves the right to reject any and all bids, to accept any bid, to waive any informality on any bids received, and to omit any item or items it may deem to be in the best interest of the Owner. **The Owner reserves the right to add the Alternatives by change order at any time through completion of the Project.**

12. Indemnification and Insurance Requirements

The Contract will require the Contractor to agree to pay on behalf of and hold harmless the City of Portsmouth for all claims arising in whole or in part from its work on behalf of the City. Contractor will be required to maintain insurance in such form as will protect the Contractor from claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract. Contractor shall also be required to maintain professional liability insurance. Amounts and coverages shall be subject to contract negotiations.

13. 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.

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 right is reserved 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 City will review all qualifications from each firm and may disqualify firms based on a lack of qualifications.

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 his or her proposal, that his or her 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. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.
- C. This is anticipated to be a multi-year contract. The City reserves the right to add additional scoping over the following two years with price escalation based upon the Consumer Price Index: Boston-Cambridge-Newton, MA-NH. The initial contract shall be awarded at the initial bid price; all future contracts shall be awarded at pricing reflecting the Consumer Price Index: Boston-Cambridge-Newton, MA-NH.

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 his or her 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.

BID

024 Citywide Bridge Maintenance

Scope of Work

- Pressure wash until clean up to eleven (11) city bridges, including topside and underside of the deck, all superstructure and substructure components, including all abutments and piers. Pressure washing shall utilize clean water with no chemical additives.
 - All bridges specified shall be washed until clean
- Application of siloxane to all exposed concrete, including any abutments, piers, decking, and sidewalks, if applicable.
 - Siloxane must be applied within one week of washing bridge
- Expansion joints shall be flushed so that they are free from sand, dirt or other material which limits their useful life
- Limited crack sealing as specified by the owner
- Limited graffiti covering as specified by the owner
- Limited asphalt patching as specified by the owner

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 understands that the quantities of work calculated in the Bid or indicated on the Drawings or the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Owner's Representative. Any such changes will not result in or be justification for any penalty or increase in contract prices; and agrees that, if the Bid is accepted the bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefor the following item:
5. Bid Instructions:
 - a. The work under this contract consists of a series of Lump Sum and Unit Price Items.
 - i. Item 1-15

- b. The City intends to award Items to the contract at the discretion of the Owner and subject to available funding.
- c. In preparing the Bid Form, Bidders shall note the following:
 - i. Insert Unit Price (numeric amount in dollars and cents) under “Unit Price in Figures” for each Item.
 - ii. Multiply the “Est. Quantity” by the “Unit Price in Figures” and insert the product for “Item Total in Figures” for each Item.
 - iii. Add all products in the “Item Total in Figures” and insert the sum for the “Total Base Bid Price” in numeric value and words.
 - iv. In the event of a discrepancy between a “Unit Price in Figures” and “Item Total in Figures”, the “Unit Price in Figures” shall control, and the “Item Total in Figures” shall be corrected by the Owner during the review of bids.
 - v. In the event of a discrepancy between the sum total of the “Item Total in Figures” and the “Total Bid Price”, the sum total of the “Item Total in Figures” shall control, and the “Total Bid Price” shall be corrected by the Owner during the review of bids.
- d. An unbalanced or unreasonable lump sum or unit price submitted herein may be grounds for rejection of the Bid. Specific items of this Contract may be eliminated or reduced in quantity to keep within limits of available funding, at the OWNER'S option.

BID FORM

ITEM #	EST. QTY	UNITS	ITEM DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
1	1	LS	Borthwick Avenue Pedestrian Bridge over Railroad at: _____ Dollars ____ Cents	\$ _____	\$ _____
2	1	LS	New Hampshire Route 33 Bridge over Railroad at: _____ Dollars ____ Cents	\$ _____	\$ _____
3	1	LS	New Hampshire Route 1A Bridge over Sagamore Creek at: _____ Dollars ____ Cents	\$ _____	\$ _____
4	1	LS	Recreation Trail Bridge over US Route 4 / Spaulding Turnpike at: _____ Dollars ____ Cents	\$ _____	\$ _____
5	1	LS	New Hampshire Route 1B Bridge over South Mill Pond (Marcy Street) at: _____ Dollars ____ Cents	\$ _____	\$ _____
6	1	LS	Market Street Eastbound and Westbound Bridge over North Mill Pond at: _____ Dollars ____ Cents	\$ _____	\$ _____
7	1	LS	Kearsarge Way Bridge over Railroad at: _____ Dollars ____ Cents	\$ _____	\$ _____
8	1	LS	Peirce Island Bridge over Piscataqua River at: _____ Dollars ____ Cents	\$ _____	\$ _____
9	1	LS	Scott Avenue Bridge over Daniel Street at: _____ Dollars ____ Cents	\$ _____	\$ _____
10	1	LS	Cate Street Bridge over Hodgdon Brook at: _____ Dollars ____ Cents	\$ _____	\$ _____
11	1	LS	Recreation Trail Bridge over Market Street at: _____ Dollars ____ Cents	\$ _____	\$ _____
12	950	GAL	Water Repellent (Silane/Siloxane) Sealer at: _____ Dollars ____ Cents	\$ _____	\$ _____

13	1500	LF	Hot Poured Rubberized Asphalt at: _____ Dollars ____ Cents	\$ _____	\$ _____
14	250	SY	Graffiti Covering at: _____ Dollars ____ Cents	\$ _____	\$ _____
15	30	SY	Asphalt Patch, Saw Cut	\$ _____	\$ _____
16	1	ALLOW	Traffic Control at: _____ Dollars ____ Cents	\$10,000	\$10,000

Total Bid Price (sum of all items above)

Total Bid Price: _____
 (Words): _____

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

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 Bid 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

2024 Citywide Bridge Maintenance

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 his 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 his 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 dates of bridge maintenance. 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, and any unit price changes shall be based upon the Consumer Price Index: Boston-Cambridge-Newton, MA-NH.

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. Price escalation for following years shall apply to any additional scope of work, excluding the initial scope of work.

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 - 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 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.
- 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:

2024 Citywide Bridge Maintenance

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

NOTICE TO PROCEED

DATE:

PROJECT: **2024 Citywide Bridge Maintenance**

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 September 31st, 2025.**

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 Sep 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

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 Completion of: **2024 Citywide Bridge Maintenance**

(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
Completion of:
2024 Citywide Bridge Maintenance

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

1. Intent of Contract

The intent of the contract is to provide for the 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 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 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.

GENERAL REQUIREMENTS (continued)

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.

7. Error 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. 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.

1. Amount of Insurance

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

2. 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.

3. Additional Insured

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

- A. The contractor's insurance shall be primary in the event of a loss.
- B. 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.
- C. 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

INSURANCE REQUIREMENTS (continued)

4. 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 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. Each unit or lump-sum price stated in the BID shall constitute full compensation as herein specified for each item of work completed in accordance with the specifications, including cleaning up.
 - 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.
 - E. The City shall remove overgrowth and greenery from the bridges before work is set to begin.
 - F. A Traffic Control Plan must be submitted and approved by the City for each bridge before work may begin.

2. Bid Items
 - A. Item 1: **Borthwick Avenue Pedestrian Bridge over Railroad**
 - 1) This Item is paid by the Lump Sum.
 - 2) The lump sum price for the Item shall constitute full compensation for the work as specified:
 - a) Contractor is responsible for all the materials, equipment, services, testing and other incidental items to complete the Work.
 - b) Additional expenses related to alternative hours worked shall be considered incidental to the Work and shall not be measured separately for payment.
 - c) Pressure wash entire bridge until clean, including both sides of deck, superstructure, abutments and any piers.
 - Approximate deck area of 1,000 SF
 - d) Thoroughly flush expansion joints
 - e) Spray all exposed concrete with siloxane sealer within one week of washing bridge
 - f) Costs for Siloxane Sealer product will be paid separately on a per gallon basis as part Bid Item 12 - Water Repellent (Silane/Siloxane) Sealer

 - B. Item 2: **New Hampshire Route 33 over Railroad**
 - 1) This Item is paid by the Lump Sum.

- 2) The lump sum price for the Item shall constitute full compensation for the work as specified:
 - a) Contractor is responsible for all the materials, equipment, services, testing and other incidental items to complete the Work.
 - b) Additional expenses related to alternative hours worked shall be considered incidental to the Work and shall not be measured separately for payment.
 - c) Pressure wash entire bridge until clean, including both sides of deck, superstructure, abutments and any piers.
 - Approximate deck area of 2,500 SF
 - d) Thoroughly flush expansion joints
 - e) Spray all exposed concrete with siloxane sealer within one week of washing bridge
 - f) Costs for Siloxane Sealer product will be paid separately on a per gallon basis as part Bid Item 12 - Water Repellent (Silane/Siloxane) Sealer

C. Item 3: New Hampshire Route 1A Bridge over Sagamore Creek

- 1) This Item is paid by the Lump Sum.
- 2) The lump sum price for the Item shall constitute full compensation for the work as specified:
 - a) Contractor is responsible for all the materials, equipment, services, testing and other incidental items to complete the Work.
 - b) Additional expenses related to alternative hours worked shall be considered incidental to the Work and shall not be measured separately for payment.
 - c) Pressure wash entire bridge until clean, including both sides of deck, superstructure, abutments and any piers.
 - Approximate deck area of 18,600 SF
 - d) Thoroughly flush expansion joints
 - e) Spray all exposed concrete with siloxane sealer within one week of washing bridge
 - f) Costs for Siloxane Sealer product will be paid separately on a per gallon basis as part Bid Item 12 - Water Repellent (Silane/Siloxane) Sealer

D. Item 4: Recreation Trail over US Route 4 / Spaulding Turnpike

- 1) This Item is paid by the Lump Sum.
- 2) The lump sum price for the Item shall constitute full compensation for the work as specified:
 - a) Contractor is responsible for all the materials, equipment, services, testing and other incidental items to complete the Work.
 - b) Additional expenses related to alternative hours worked shall be considered incidental to the Work and shall not be measured separately for payment.
 - c) Pressure wash entire bridge until clean, including both sides of deck, superstructure, abutments and any piers.
 - Approximate deck area of 1,600 SF
 - d) Thoroughly flush expansion joints

- e) Spray all exposed concrete with siloxane sealer within one week of washing bridge
- f) Costs for Siloxane Sealer product will be paid separately on a per gallon basis as part Bid Item 12 - Water Repellent (Silane/Siloxane) Sealer

E. Item 5: New Hampshire Route 1B over South Mill Pond (Marcy Street)

- 1) This Item is paid by the Lump Sum.
- 2) The lump sum price for the Item shall constitute full compensation for the work as specified:
 - a) Contractor is responsible for all the materials, equipment, services, testing and other incidental items to complete the Work.
 - b) Additional expenses related to alternative hours worked shall be considered incidental to the Work and shall not be measured separately for payment.
 - c) Pressure wash entire bridge until clean, including both sides of deck, superstructure, abutments and any piers.
 - Approximate deck area of 1,220 SF
 - d) Thoroughly flush expansion joints
 - e) Spray all exposed concrete with siloxane sealer within one week of washing bridge
 - f) Costs for Siloxane Sealer product will be paid separately on a per gallon basis as part Bid Item 12 - Water Repellent (Silane/Siloxane) Sealer

F. Item 6: Market Street Eastbound and Westbound Bridge over North Mill Pond

- 1) This Item is paid by the Lump Sum.
- 2) The lump sum price for the Item shall constitute full compensation for the work as specified:
 - a) Contractor is responsible for all the materials, equipment, services, testing and other incidental items to complete the Work.
 - b) Additional expenses related to alternative hours worked shall be considered incidental to the Work and shall not be measured separately for payment.
 - c) Pressure wash entire bridge until clean, including both sides of deck, superstructure, abutments and any piers.
 - Approximate deck area of 27,800 SF
 - d) Thoroughly flush expansion joints
 - e) Spray all exposed concrete with siloxane sealer within one week of washing bridge
 - f) Costs for Siloxane Sealer product will be paid separately on a per gallon basis as part Bid Item 12 - Water Repellent (Silane/Siloxane) Sealer

G. Item 7: Kearsarge Way Bridge over Railroad

- 1) This Item is paid by the Lump Sum.
- 2) The lump sum price for the Item shall constitute full compensation for the work as specified:
 - a) Contractor is responsible for all the materials, equipment, services, testing and other incidental items to complete the Work.

- b) Additional expenses related to alternative hours worked shall be considered incidental to the Work and shall not be measured separately for payment.
- c) Pressure wash entire bridge until clean, including both sides of deck, superstructure, abutments and any piers.
 - Approximate deck area of 5,700 SF
- d) Thoroughly flush expansion joints
- e) Spray all exposed concrete with siloxane sealer within one week of washing bridge
- f) Costs for Siloxane Sealer product will be paid separately on a per gallon basis as part Bid Item 12 - Water Repellent (Silane/Siloxane) Sealer

H. Item 8: Peirce Island Bridge over Piscataqua River

- 1) This Item is paid by the Lump Sum.
- 2) The lump sum price for the Item shall constitute full compensation for the work as specified:
 - a) Contractor is responsible for all the materials, equipment, services, testing and other incidental items to complete the Work.
 - b) Additional expenses related to alternative hours worked shall be considered incidental to the Work and shall not be measured separately for payment.
 - c) Pressure wash entire bridge until clean, including both sides of deck, superstructure, abutments and any piers.
 - Approximate deck area of 8,900 SF
 - d) Thoroughly flush expansion joints
 - e) Spray all exposed concrete with siloxane sealer within one week of washing bridge
 - f) Costs for Siloxane Sealer product will be paid separately on a per gallon basis as part Bid Item 12 - Water Repellent (Silane/Siloxane) Sealer

I. Item 9: Scott Avenue Bridge over Daniel Street

- 1) This Item is paid by the Lump Sum.
- 2) The lump sum price for the Item shall constitute full compensation for the work as specified:
 - a) Contractor is responsible for all the materials, equipment, services, testing and other incidental items to complete the Work.
 - b) Additional expenses related to alternative hours worked shall be considered incidental to the Work and shall not be measured separately for payment.
 - c) Pressure wash entire bridge until clean, including both sides of deck, superstructure, abutments and any piers.
 - Approximate deck area of 5,800 SF
 - d) Thoroughly flush expansion joints
 - e) Spray all exposed concrete with siloxane sealer within one week of washing bridge
 - f) Costs for Siloxane Sealer product will be paid separately on a per gallon basis as part Bid Item 12 - Water Repellent (Silane/Siloxane) Sealer

- 1) This Item is paid by the Lump Sum.

J. Item 10: Cate Street Bridge over Hodgdon Brook

- 1) This Item is paid by the Lump Sum.
- 2) The lump sum price for the Item shall constitute full compensation for the work as specified:
 - a) Contractor is responsible for all the materials, equipment, services, testing and other incidental items to complete the Work.
 - b) Additional expenses related to alternative hours worked shall be considered incidental to the Work and shall not be measured separately for payment.
 - c) Pressure wash entire bridge until clean, including both sides of deck, superstructure, abutments and any piers.
 - Approximate deck area of 1,200 SF
 - d) Thoroughly flush expansion joints
 - e) Spray all exposed concrete with siloxane sealer within one week of washing bridge
 - f) Costs for Siloxane Sealer product will be paid separately on a per gallon basis as part Bid Item 12 - Water Repellent (Silane/Siloxane) Sealer

K. Item 11: Recreation Trail Bridge over Market Street

- 1) This Item is paid by the Lump Sum.
- 2) The lump sum price for the Item shall constitute full compensation for the work as specified:
 - a) Contractor is responsible for all the materials, equipment, services, testing and other incidental items to complete the Work.
 - b) Additional expenses related to alternative hours worked shall be considered incidental to the Work and shall not be measured separately for payment.
 - c) Pressure wash entire bridge until clean, including both sides of deck, superstructure, abutments and any piers.
 - Approximate deck area of 4,900 SF
 - d) Thoroughly flush expansion joints
 - e) Spray all exposed concrete with siloxane sealer within one week of washing bridge
 - f) Costs for Siloxane Sealer product will be paid separately on a per gallon basis as part Bid Item 12 - Water Repellent (Silane/Siloxane) Sealer

L. Item 12: Water Repellent (Silane/Siloxane) Sealer

- 1) This Item is paid by the gallon of water repellent sealer, complete in place.
- 2) The per gallon price for the Item shall constitute full compensation for the work as specified:
 - a) The reapplication of water repellent will be done at the Contractor's expense unless the required reapplication was due to circumstances beyond the Contractor's control, as determined by the Engineer. Additional expenses related to alternative hours worked shall be considered incidental to the Work and shall not be measured separately for payment.

- b) The pay quantity of Water Repellant (Silane/Siloxane) shall be the actual amount used

M. Item 13: Hot Poured Rubberized Asphalt

- 1) This Item is paid by the linear foot, complete in place.
- 2) The linear foot price for the Item shall constitute full compensation for the work as specified:
 - a) Contractor is responsible for all the materials, equipment, services, testing and other incidental items to complete the Work.
 - b) Additional expenses related to alternative hours worked shall be considered incidental to the Work and shall not be measured separately for payment.
 - c) The pay quantity of Hot Poured Rubberized Asphalt shall be the actual amount placed.

N. Item 14: Graffiti Covering

- 1) This Item is paid by the square yard, complete in place.
- 2) The square yard price for the Item shall constitute full compensation for the work as specified:
 - a) Contractor is responsible for all the materials, equipment, and other incidental items to complete the Work.
 - b) Additional expenses related to alternative hours worked shall be considered incidental to the Work and shall not be measured separately for payment.

O. Item 15: Traffic Control

- 1) Where the Work shall impact signalized locations, or as directed by the Engineer, the Contractor shall provide a police detail as part of the Traffic Control Plan for the location.
 - a. The City pays for direct cost of Police Details, and Contractor shall not receive payment for charges for Police Details not canceled in accordance with Police Department policies and procedures
- 2) At all other locations, uniformed flaggers must be present in accordance with the Traffic Control Plan.
 - a. The City pays for direct cost of uniformed flaggers.
- 3) Each worksite requires a Traffic Control Plan, which must be reviewed and approved by the Department of Public Works
- 4) All Traffic Control Plans are incidental to allowance of \$10,000.00

3. 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 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.

4. 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.

5. Partial/Progress Payments

- A. Partial/progress payments will be made monthly during the contract period.
- B. Lump Sum: Partial payments shall be as a percent of lump sum price of work completed based on the Schedule of Values.
- C. Unit Prices: Partial payments shall be based on the quantity of units of work completed based on the Bid Form.

6. Final Acceptance

- D. 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 his 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.
- E. 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.

7. 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.

8. 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.
- C. 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.

9. 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.

10. Termination of Contractor's Responsibility

- A. 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 the section above.

TECHNICAL SPECIFICATIONS

1. General:
 - A. The work shall consist of cleaning and sealing various City bridges.
 - 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.
2. Referenced Documents

City-Wide Bridge Evaluation - Hoyle Tanner, 2018
2. Surface Cleaning
 - A. The entirety of each bridge specified to be maintained shall be pressure washed until clean on all surfaces, including the underside of the decking, abutments, and piers, with a minimum of one cleaning pass.
 - B. All sand, dirt and other debris is to be removed from the deck of the bridge.
 - C. On certain bridges, this may require the use of specialized machinery, such as a ‘Snooper Truck’ or water-based craft.
3. Expansion Joint Cleaning
 - A. Any expansion joints located on the bridge deck are to be flushed so as to remove sand and debris which may lead to a degradation of the expansion joint.
4. Concrete Sealing
 - A. All exposed concrete must be sealed with approved water repellent siloxane product.
 - B. Exposed concrete refers to any applicable sidewalks, concrete deck components (topside or underside), superstructure, abutments, wingwalls, piers, face walls, and bridge seats.
 - C. Materials:
 - 1) When ambient and surface temperatures are 40 degrees and above:
 - a) Advanced Chemical Technologies, Inc: SIL-ACT ATS-100 LV
 - b) ChemMasters (f/k/a Vexcon Chem., Inc.) : Aquanil Plus 100
 - c) ChemMasters (f/k/a Vexcon Chem., Inc.): Powerseal 40
 - d) Foundation Armor, LLC: Armor SX 5000 EXT-100
 - 2) When ambient and surface temperatures are 20 degrees and above:
 - a) Advanced Chemical Technologies, Inc. SIL-ACT ATS-42A
 - b) ChemMasters (f/k/a Vexcon Chem., Inc.) Certi-Vex Penseal 244 100%
 - c) ChemMasters (f/k/a Vexcon Chem., Inc.) Certi-Vex Penseal 244 40% AIM
 - D. Contractor shall submit proposed product for review by the Department of Public Works before any siloxane is applied.

E. Construction Requirements

- 1) General. All caulking, patch, and joint sealers shall be installed prior to application of the water repellent. Concrete surfaces shall have cured a minimum of 14 days and shall be dry prior to the application of water repellent. Minimum substrate and ambient application temperatures shall be as noted for the product.
- 2) Do not apply when substrate surface temperature exceeds 85°.
- 3) All finished surfaces specified for sealing must be treated before winter shutdown.
- 4) Prior to application of water repellent sealer, the surface shall be thoroughly cleaned by water blasting and allowed to dry.
- 5) Water repellent sealer (silane/siloxane) shall be applied at the heaviest coverage recommended by the manufacturer.
- 6) A test application shall be performed on the surface to be treated, to ensure compatibility, using the same equipment to be used on the project.
- 7) After a minimum of three days, the Engineer shall test for waterproof sealer effectiveness by applying water to the surface. If the water beads up and is not readily absorbed, the test is positive.
- 8) The Contractor shall follow the manufacturer's instructions in the method of preparation of the concrete and application of the sealer.

F. Application of the siloxane in difficult to reach locations may necessitate the use of specialty machinery, such as a 'Snooper Truck' or water-based craft.

5. Hot Poured Rubberized Asphalt

A. This work shall consist of sealing along bridge deck curb lines with an approved sealant material. Large cracks in asphalt bridge decks may also be filled under this item. The cracks to be filled will be those designated by the Engineer.

B. Materials

- 1) Material shall meet the requirements of ASTM D6690 Type II.
- 2) Material shall be hot rubberized asphalt when utilized along bridge curb lines and certain asphalt deck cracks, as specified by the owner:
 - a) Crafcoc, Inc. Ultraseal 3750 MTO
 - b) Henry Company 790-11
 - c) Henry Company 790-11 MTO Grade
 - d) McAsphalt Industries, Limited MACSEAL BDM (f/k/a Bemalastic 1213 BDM)
 - e) Soprema COLPHENE II
 - f) Watson Bowman Acme Wabo Expandax

C. Equipment

- 1) Equipment shall meet the approval of the Engineer and shall be maintained in good working condition at all times.

D. Construction Requirements

- 1) All cracks to be treated shall be pressure washed of dirt, foreign material, and loose edges and dried prior to treatment.
- 2) The material removed from the cracks shall be removed from the roadway surface prior to reopening the roadway to traffic.
- 3) The hot-poured sealant shall be maintained in the kettle and applied at the temperature range specified by the manufacturer.
- 4) All cracks to be treated shall be filled to 1/16" to 1/8" below the pavement surface with hot-poured sealant with the sealant left slightly concave. Filling flush, overfilling, and overbanding of cracks will not be allowed. Sealant shall tightly bond to the pavement. The sealant bond to the pavement shall be checked after it has sufficiently cooled. If the sealant does not bond to the pavement, sealant shall be removed and crack sealing operations discontinued until debonding problem is corrected.
- 5) All work shall be performed in a neat manner. The sealant shall be allowed to cool sufficiently to prevent lifting, sticking, and tracking prior to returning the pavement segment to traffic.

6. Graffiti Removal/Painting

A. At locations where power washing the concrete does not remove graffiti, the City may direct the Contractor to paint over the graffiti.

B. Paint:

- 1) Acrylic Latex
- 2) Sherman Williams A100 Ultra deep Base, Flat
- 3) Color: Washington Gray #184498
- 4) Or Approved Equal

7. Asphalt Patching / Saw Cutting

- A. Any asphalt decking or approach that requires patching shall be identified by the owner.
- B. Any patch to be completed must be completely saw-cut to a distance of 12" minimum from the location to be patched. The patch must then be filled with hot top mix asphalt and compacted with a power vibration compactor to match the existing asphalt grade.
 - a. Hot mix asphalt shall conform to City of Portsmouth specifications for hot mix asphalt.

8. Coordination with Department of Public Works:

- A. The City will designate a City employee who will identify for the Contractor the bridges upon which the work will be performed and serve as a liaison between the City and the Contractor.
- B. Any bridge deficiencies noted during this work shall be photographed and noted in writing and submitted to the City for their information.