

CONTRACT DOCUMENTS AND SPECIFICATIONS

For

Neighborhood Sidewalk Improvements

Bid Proposal #20-23

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City of Portsmouth, New Hampshire

Prepared by:
City of Portsmouth
Engineering Division
Public Works Department

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City of Portsmouth
Portsmouth, New Hampshire
Department of Public Works

Neighborhood Sidewalk Improvements

INVITATION TO BID

Sealed bid proposals, **plainly marked, Neighborhood Sidewalk Improvements, Bid Proposal #20-23 on the outside of the mailing envelope as well as the sealed bid envelope.** addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until 2:30 p.m. on Thursday January 19, 2023; at which time all bids will be publicly opened and read aloud.

This project consists of Sidewalk improvements at three locations within the City limits. Area 1 consists of construction of new concrete sidewalks on Winchester Street and Suzanne Drive and installation of new Pedestrian Crossing of Ocean Road. This Area work will require an approved easement as well as NHDOT approval and permits prior to beginning work. Area 2 consists of construction of new concrete sidewalks in the Pannaway Manor neighborhood. The old asphalt sidewalks on both sides shall be removed, new concrete on one side and the other side restored with loam. 26 large trees will be removed prior to beginning sidewalk work. Area 3 consists of replacing an existing concrete and asphalt sidewalk along Greenland Road and Sherburne Avenue with a new concrete sidewalk. A revised sidewalk layout on Greenland Road to provide relocated roadway crosswalks to connect to the pedestrian path leading down Greenland Road. The scope of work shall include installation of curbing, excavation to sub-grade, placement of select base materials, construction of new sidewalks, driveway reconstruction as necessary, and other ancillary tasks.

Specifications may be obtained from the City's web site: <http://www.cityofportsmouth.com/finance/purchasing.htm>, by contacting the Finance/Purchasing Department on the third floor at the above address, or by calling the Purchasing Coordinator at 603-610-7227. 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. Addenda and updates will NOT be sent directly to vendors. Questions may be addressed to the Purchasing Coordinator.

Work may begin on or after: Tree Removal (Excl. Stump Removal) – February 6, 2023; All other work – April 15, 2023. All sections of the work shall be completed by June 30th, 2023. Liquidated damages shall be assessed at \$100.00 per day.

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

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

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

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

INSTRUCTIONS TO BIDDERS

BIDDING REQUIREMENTS AND CONDITIONS

1. Special Notice to Bidders

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

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

Addenda to this 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 web site daily for addenda and updates after the release date. Firms should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification

2. Interpretation of Quantities in Bid Schedules

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

3. Examination of Plans, Specifications and Site Work

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

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

4. Familiarity with Laws

The bidder is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the bidder shall discover any provision in the plans or specifications which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the engineer in writing.

5. Preparation of Proposal

a) The bidder shall submit its proposal upon the forms furnished by the Owner. The bidder shall specify a lump sum price in figures, for each pay item for which a quantity is given and shall also show the products of the

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respective prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of the several items. All words and figures shall be in ink or typed. If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink.

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

6. Nonconforming Proposals

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

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

7. Proposal Guaranty

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

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

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

8. Delivery of Proposals

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

9. Withdrawal of Proposals

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

10. Public Opening of Proposals

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

11. Disqualification of Bidders

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

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

12. Material Guaranty and Samples

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

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

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

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

2. Award of Contract

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

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

Determination of the lowest bidder will be based on the total price for the work described on the bid proposal form. Due to fluctuating prices and possible budget limitations, the City reserves the right to delete portions of the work including certain tasks or entire streets prior to contract execution.

3. Cancellation of Award

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

4. Return of Proposal Guaranty

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

5. Contract Bond

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

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

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

6. Execution and Approval of Contract

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

7. Failure to Execute Contract

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

PROPOSAL FORM

Neighborhood Sidewalk Improvements

CITY OF PORTSMOUTH, N.H.

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

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

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

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BASE BID (AREA 2 – PANNAWAY MANOR) – SCHEDULE OF QUANTITIES

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION WITH BID PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
201.22	26	REMOVE LARGE TREES at: Dollars Cents per each		
201.4	28	STUMP REMOVAL at: Dollars Cents per each		
202.21	3500	REMOVAL OF EXISTING SIDEWALKS, DRIVES & ROADWAY at: Dollars Cents per square yard		
203.1	650	COMMON EXCAVATION at: Dollars Cents per cubic yard		
214	2750	FINE GRADE (SIDEWALKS & DRIVEWAYS) at: Dollars Cents per square yard		
304.3	650	CRUSHED GRAVEL IN PLACE (SIDEWALKS & DRIVES) at: Dollars Cents per cubic yard		
403.12	110	HAND METHOD (Misc.) at: Dollars Cents per ton		
520	5	CLASS B CURB BACKFILL at: Dollars Cents per cubic yard		
608.24	2000	4" CONCRETE SIDEWALK & PADS at: Dollars Cents per square yard		
608.26	70	6" CONCRETE SIDEWALK (ADA RAMPS) at: Dollars Cents per square yard		
608.54	216	ADA DETECTABLE WARNING TILE, CAST IRON at: Dollars Cents per square foot		
609.015	40	NEW 5" STRAIGHT VERTICAL GRANITE CURB at: Dollars Cents per linear foot		
609.025	30	NEW 5" CURVED VERTICAL GRANITE CURB at: Dollars Cents per linear foot		
609.5	25	RESET EXISTING GRANITE CURB at: Dollars Cents per linear foot		
611.5001	50*	CURB STOP RISER ASSEMBLY at: Dollars Cents per each		

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ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION WITH BID PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
611.5001	50*	VALVE GATE BOX TOP at: Dollars Cents per each		
611.5001	10*	1" CURB AND CORP at: Dollars Cents per each		
611.5011	200*	1" COPPER WATER SERVICE at: Dollars Cents per linear foot		
618.7	20000	UNIFORMED FLAGGERS at: Twenty Thousand Dollars Zero Cents allowance	\$1.00	\$20,000.00
619.1	1	MAINTENANCE OF TRAFFIC at: Dollars Cents per lump sum		
628.2	100	SAWCUTS (CURBING ONLY) at: Dollars Cents per linear foot		
640	1	RECONSTRUCT EXISTING LANDSCAPING at: Dollars Cents per lump sum		
640	1000	REPAIRS TO IRRIGATION SYSTEMS at: One Thousand Dollars Zero Cents allowance	\$1.00	\$1,000.00
641	800	LOAM at: Dollars Cents per cubic yard		
645	8	CATCHBASIN SILT SACK at: Dollars Cents per each		
646.31	4300	TURF ESTABLISHMENT WITH MULCH & TACKIFIER at: Dollars Cents per square yard		
692	1	MOBILIZATION at: Dollars Cents per lump sum		

*Estimated and/or Indeterminant Quantity item, quantity unknown and to be verified prior to purchase of material.

Total Base Bid Price (sum of all items above)

Total Base Bid Price (In Words) \$ _____

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ADD/ALT 1 (AREA 3 – GREENLAND ROAD AND SHERBURNE ROAD) - SCHEDULE OF QUANTITIES

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION WITH BID PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
201.1	1	CLEARING SHRUBS & GRUBBING at: Dollars Cents per lump sum		
202.21	1500	REMOVAL OF EXISTING SIDEWALKS, DRIVES & ROADWAY at: Dollars Cents per square yard		
203.1	300	COMMON EXCAVATION at: Dollars Cents per cubic yard		
203.6	200	EMBANKMENT IN PLACE at: Dollars Cents per cubic yard		
214	1100	FINE GRADE (SIDEWALKS & DRIVEWAYS) at: Dollars Cents per square yard		
304.3	300	CRUSHED GRAVEL IN PLACE (SIDEWALKS & DRIVES) at: Dollars Cents per cubic yard		
304.33	15	CRUSHED AGGREGATE SHOULDERS at: Dollars Cents per cubic yard		
403.12	50	HAND METHOD (Misc.) at: Dollars Cents per ton		
520	60	CLASS B CURB BACKFILL at: Dollars Cents per cubic yard		
604.72b	1	PROVIDE & INSTALL CB FRAME & GRATE (INLET STYLE) at: Dollars Cents per each		
607	100	NEW WOOD FENCE at: Dollars Cents per linear foot		
608.24	790	4" CONCRETE SIDEWALK & PADS at: Dollars Cents per square yard		
608.26	40	6" CONCRETE SIDEWALK (ADA RAMPS) at: Dollars Cents per square yard		
608.54	70	ADA DETECTABLE WARNING TILE, CAST IRON at: Dollars Cents per square foot		
609.015	900	NEW 5" STRAIGHT VERTICAL GRANITE CURB at: Dollars Cents per linear foot		
609.025	50	NEW 5" CURVED VERTICAL GRANITE CURB at: Dollars Cents per linear foot		

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ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION WITH BID PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
609.5	325	RESET EXISTING GRANITE CURB at: Dollars Cents per linear foot		
615.0071	6	NEW STEEL SIGN POST at: Dollars Cents per each		
615.02	50	NEW TRAFFIC SIGN at: Dollars Cents per square foot		
615.024	4	RELOCATE EXISTING SIGN AND POST at: Dollars Cents per each		
618.6	20000	UNIFORMED OFFICERS at: Twenty Thousand Dollars Zero Cents allowance	\$1.00	\$20,000.00
618.7	20000	UNIFORMED FLAGGERS at: Twenty Thousand Dollars Zero Cents allowance	\$1.00	\$20,000.00
619.1	1	MAINTENANCE OF TRAFFIC at: Dollars Cents per lump sum		
628.2	1500	SAWCUTS (CURBING ONLY) at: Dollars Cents per linear foot		
632.0104	50	PAVEMENT MARKINGS, 4" PAINT STRIPING at: Dollars Cents per linear foot		
632.3106	50	PAVEMENT MARKINGS, 6" THERMOPLASTIC at: Dollars Cents per linear foot		
632.3112	120	PAVEMENT MARKINGS, 12" THERMOPLASTIC at: Dollars Cents per linear foot		
632.911	200	OBLITERATE PAVEMENT MARKINGS at: Dollars Cents per linear foot		
640	1	RECONSTRUCT EXISTING LANDSCAPING at: Dollars Cents per lump sum		
640	250	REPAIRS TO IRRIGATION SYSTEMS at: Two Hundred Fifty Dollars Zero Cents allowance	\$1.00	\$250.00
641	225	LOAM at: Dollars Cents per cubic yard		
645	3	CATCHBASIN SILT SACK at: Dollars Cents per each		
645.631	250	SILT FENCE / SILT LOG at: Dollars Cents per linear foot		

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ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION WITH BID PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
646.31	1000	TURF ESTABLISHMENT WITH MULCH & TACKIFIER at: Dollars Cents per square yard		
670	1	RELOCATE EXISTING MAILBOX ON NEW POST at: Dollars Cents per each		
692	1	MOBILIZATION at: Dollars Cents per lump sum		

Total Bid Alternate 1 Price (sum of all items above)

Total Bid Alternative 1 (In Words) \$ _____

ADD/ALT 2 (AREA 1 - OCEAN ROAD CROSSING) - SCHEDULE OF QUANTITIES

ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION WITH BID PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
202.21	225	REMOVAL OF EXISTING SIDEWALKS, DRIVES & ROADWAY at: Dollars Cents per square yard		
203.1	100	COMMON EXCAVATION at: Dollars Cents per cubic yard		
203.6	65	EMBANKMENT IN PLACE at: Dollars Cents per cubic yard		
214	250	FINE GRADE (SIDEWALKS & DRIVEWAYS) at: Dollars Cents per square yard		
304.3	60	CRUSHED GRAVEL IN PLACE (SIDEWALKS & DRIVES) at: Dollars Cents per cubic yard		
403.12	15	HAND METHOD (Misc.) at: Dollars Cents per ton		
520	6	CLASS B CURB BACKFILL at: Dollars Cents per cubic yard		
608.24	210	4" CONCRETE SIDEWALK & PADS at: Dollars Cents per square yard		
608.26	20	6" CONCRETE SIDEWALK (ADA RAMPS) at: Dollars Cents per square yard		
608.54	50	ADA DETECTABLE WARNING TILE, CAST IRON at: Dollars Cents per square foot		

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ITEM NO.	EST. QUANTITY	ITEM DESCRIPTION WITH BID PRICE IN WORDS	UNIT PRICE IN FIGURES	ITEM TOTAL IN FIGURES
609.015	130	NEW 5" STRAIGHT VERTICAL GRANITE CURB at: Dollars Cents per linear foot		
609.025	30	NEW 5" CURVED VERTICAL GRANITE CURB at: Dollars Cents per linear foot		
615.0071	2	NEW STEEL SIGN POST at: Dollars Cents per each		
615.02	3	NEW TRAFFIC SIGN at: Dollars Cents per square foot		
615.024	3	RELOCATE EXISTING SIGN AND POST at: Dollars Cents per each		
616.261	1	RECTANGULAR RAPID FLASHING BEACON (RRFB) SYSTEM at: Dollars Cents per each		
618.6	10000	UNIFORMED OFFICERS at: Ten Thousand Dollars Zero Cents allowance	\$1.00	\$10,000.00
618.7	10000	UNIFORMED FLAGGERS at: Ten Thousand Dollars Zero Cents allowance	\$1.00	\$10,000.00
619.1	1	MAINTENANCE OF TRAFFIC at: Dollars Cents per lump sum		
628.2	160	SAWCUTS (CURBING ONLY) at: Dollars Cents per linear foot		
632.3106	100	PAVEMENT MARKINGS, 6" THERMOPLASTIC at: Dollars Cents per linear foot		
632.3112	140	PAVEMENT MARKINGS, 12" THERMOPLASTIC at: Dollars Cents per linear foot		
640	250	REPAIRS TO IRRIGATION SYSTEMS at: Two Hundred Fifty Dollars Zero Cents allowance	\$1.00	\$250.00
641	45	LOAM at: Dollars Cents per cubic yard		
645	2	CATCHBASIN SILT SACK at: Dollars Cents per each		
646.31	300	TURF ESTABLISHMENT WITH MULCH & TACKIFIER at: Dollars Cents per square yard		
692	1	MOBILIZATION at: Dollars Cents per lump sum		

Total Bid Alternate 2 Price (sum of all items above)

Total Bid Alternative 2 (In Words) \$ _____

TOTAL FOR PROJECT: BASE BID

In Figures:

\$ _____

In Words:

\$ _____

TOTAL FOR PROJECT: BID ALTERNATIVE 1

In Figures:

\$ _____

In Words:

\$ _____

TOTAL FOR PROJECT: BID ALTERNATIVE 2

In Figures:

\$ _____

In Words:

\$ _____

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

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

Date

Company

By: _____
Signature

Business Address

Title: _____

City, State, Zip Code

Telephone: _____

Email
Address: _____

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

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

We certify that the Company is currently pre-qualified with the State of New Hampshire for either Site or Road Work.

By: _____
Signature

BID SECURITY BOND

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

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, as Principal, and

_____, as Surety, are hereby

held and firmly bound unto _____

IN THE SUM OF _____

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

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

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

NOW THEREFORE,

- (a) If said Bid shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,
- (b) If said Bid shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or CONTRACT and for the payment

Proposal #20-23 Neighborhood Sidewalk Improvements

for labor and materials furnished for the
performance of the AGREEMENT and or CONTRACT,

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

BID SECURITY BOND (continued)

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

IN WITNESS WHEREOF, the parties hereto have duly executed

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

(Name of Principal) L.S.

(SEAL)

BY _____

(Name of Surety)

BY _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

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

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

16. With what banks do you do business?

a. Do you grant the Owner permission to contact this/these institutions?

____(yes) ____ (no).

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

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

Name of Bidder

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and

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

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

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

Notary of Public

My Commission expires _____

CONTRACT AGREEMENT

Neighborhood Sidewalk Improvements

THIS AGREEMENT made as of the xx day of xxxxx in the year 2023, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and xxxxxxxxxxxxxxxxxxxxxxxx (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 pavement repair of several roads in Portsmouth (roads to be designated by owner). The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

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

ARTICLE III - CONTRACT TIME - The work shall commence in accordance with the Notice to Proceed. All work must be complete by June 30th, 2023.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for pavement repair for only those roads designated for repair by Owner as shown in the Preliminary List of Projects sheets attached or as set forth in the Notice of Intent to Award. Owner makes no representation that it will undertake all the pavement repairs estimated in the bid proposal form. Contractor will be paid only for work performed in accordance with the Contract Documents as shown under item prices in the Bid Proposal.

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

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

CONTRACT AGREEMENT (continued)

ARTICLE VII - LIQUIDATED DAMAGES - In event the Contractor fails to successfully execute the work within the specified contract time the Owner shall assess the Contractor liquidated damages in the amount of **one hundred dollars (\$100)** for each calendar day beyond the specified completion date for each section of work. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

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

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

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

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

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

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

ARTICLE XIII – MISCELLANEOUS –

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

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

BIDDER:

BY: _____

TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____
Karen S. Conard

TITLE: City Manager

NOTICE OF INTENT TO AWARD

Date:

TO:

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

Neighborhood Sidewalk Improvements

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

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

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

City of Portsmouth
Portsmouth, New Hampshire

Judie Belanger,
Finance Director

CHANGE ORDER

Change Order

Date of Issuance: xxxxxx, 2023

Owner: CITY OF PORTSMOUTH, N.H

Contractor: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

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

Description: xxxxxxxxxxxxxxxxxxxxxxxx

Purpose of Change Order: xxxxxxxxxxxxxxxxxxxxxxxx

Attachments: xxxxxxxxxxxxxxxx

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract Price:
\$

Original Completion Date:
June 30, 2023

Contract Price prior to this
Change Order:
\$

Contract Time prior to this
Change Order:
June 30, 2023

Net Increase of
this Change Order:
\$

Net Increase or Decrease of
this Change Order:
xxxx Days

Contract Price with all
approved Change Orders:
\$

Contract Time with all
approved Change Orders:
xxxxxxxxxxxxxxxxxxxxx

RECOMMENDED:

by _____
PW Director

by _____
Deputy Finance Director

by _____
Finance Director

APPROVED:

APPROVED:

by _____
City Manager

by _____
Contractor .

LABOR AND MATERIAL PAYMENT BOND

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

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

that _____

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

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

amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a

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

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

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

(2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such a claimant, may sue on this bond for the use of such claimant, prosecute the suit by final judgment for such sum or sums as may be

LABOR AND MATERIAL PAYMENT BOND (continued)

justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any such suit or any costs or expenses of any such suit, and principal and surety shall jointly and severally indemnify, defend and hold the Owner harmless for any such suit, costs or expenses.

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

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

The Principal, the Owner and the Surety above named, within six (6) calendar months after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of New Hampshire save that such service need not be made by a public officer.

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

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

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

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

(Surety Company)

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

LABOR AND MATERIAL PAYMENT BOND (continued)

Note:

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

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

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

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

CONTRACTOR'S AFFIDAVIT

STATE OF _____:

COUNTY OF _____:

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

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

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

CITY OF PORTSMOUTH, NEW HAMPSHIRE

and _____
(Contractor)

of _____

Dated: _____

has been paid in full for Construction of: **Neighborhood Sidewalk Improvements**

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

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

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS that _____

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

_____ does hereby acknowledge

that _____ (Contractor)

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

Neighborhood Sidewalk Improvements

NOW THEREFORE, the said _____

(Contractor)

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

IN WITNESS WHEREOF,

Contractor:

By: _____

print name of witness: _____

Its Duly Authorized _____

Dated: _____

GENERAL REQUIREMENTS

SCOPE OF WORK

1. INTENT OF CONTRACT

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

2. INCIDENTAL WORK

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

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

3. ALTERATION OF PLANS OR OF CHARACTER OF WORK

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

4. EXTRA WORK ITEMS

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

5. CHANGE ORDERS

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

6. FINAL CLEANING UP

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

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

7. ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

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

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

CONTROL OF WORK

1. AUTHORITY OF ENGINEER

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

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

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

2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

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

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

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

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

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

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

(g) Manhole and/or catch basin castings, frames, covers, and grates shall be protected and preserved during construction. A careful inventory shall be kept regarding which frames and covers/grates were removed so they can

CONTROL OF WORK (continued)

be replaced in the proper location. Any damaged or missing frames, covers, or grates shall be replaced by the contractor at no cost to the owner.

3. MAINTENANCE DURING CONSTRUCTION

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

4. SAFETY PRECAUTIONS

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

5. PERMITS

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

6. BARRICADES, WARNING SIGNS AND TRAFFIC OFFICERS

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

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

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

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

TEMPORARY FACILITIES

1. STORAGE FACILITIES

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

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

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

2. SANITARY FACILITIES

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

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

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

3. TEMPORARY WATER

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

4. TEMPORARY ELECTRICITY

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

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

INSURANCE REQUIREMENTS

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

AMOUNT OF INSURANCE

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

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

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

ADDITIONAL INSURED

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

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

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

MEASUREMENT AND PAYMENT

1. MEASUREMENT OF QUANTITIES

- (a) All work completed under the contract will be measured according to the United States standard measure.
- (b) The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice. Unless otherwise stated all quantities measured for payment shall be computed or adjusted for "in place" conditions.
- (c) Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the dimensions shown on the plans or ordered in writing.
- (d) Structures will be measured according to lines shown on the plans or as ordered unless otherwise provided for elsewhere in the specifications.
- (e) In computing volumes of excavation, embankment, and borrow, the average end area method will be used. Where it is impracticable to measure by the cross-section method, acceptable methods involving three-dimensional measurement may be used. When measurement of borrow in vehicles is permitted, the quantity will be determined as 80 percent of the loose volume.
- (f) In computing volumes of concrete, stone and masonry, the prismatic method will be used. The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois.
- (g) Except as specified below, all materials that are measured or proportioned by weight shall be weighed on scales which the Contractor has had sealed by the State or by a repairman registered by the Commissioner of Agriculture. All weighing shall be performed in a manner prescribed under the Rules and Regulations of the Bureau of Weights and Measures of the New Hampshire Department of Agriculture.
- (h) Weighing of materials on scales located outside New Hampshire will be permitted for materials produced or stored outside the state, when requested by the Contractor and approved. Out-of-state weighing in order to be approved, must be performed by a licensed public weigh master or a person of equal authority in the state concerned on scales accepted in the concerned state.
- (i) Each truck used to haul material being paid for by weight shall bear a plainly legible identification mark, and if required, shall be weighed empty daily at such times as directed.
- (j) When material is weighed, the individual weight slips, which shall be furnished by the Contractor, for trucks, trailers, or distributors, shall show the following information: the date; the project; the material or commodity; the dealer or vendor; the Contractor or Subcontractor; the location of the scales; the vehicle registration number or other approved legible identification mark; the tare and net weights, with gross weights when applicable; and the weigher's signature or his signed initials.
- (k) The right is reserved to weight any truck, trailer, or distributor, at locations designated, before and after making deliveries to the project.
- (l) Bituminous materials will be measured by the gallon or ton.

MEASUREMENT AND PAYMENT (continued)

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

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

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

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

2. SCOPE OF PAYMENT

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

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

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

3. COMPENSATION FOR ALTERED QUANTITIES

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

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

MEASUREMENT AND PAYMENT (continued)

4. PARTIAL PAYMENTS

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

5. FINAL ACCEPTANCE

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

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

6. ACCEPTANCE AND FINAL PAYMENT

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

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

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

7. GENERAL GUARANTY AND WARRANTY OF TITLE

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

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

MEASUREMENT AND PAYMENT (continued)

any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.

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

8. NO WAIVER OF LEGAL RIGHTS

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

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

9. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

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

SHOP DRAWINGS

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

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

STANDARD SPECIFICATIONS

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

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

TECHNICAL SPECIFICATIONS

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

SPECIAL PROVISION

SECTION 201

CLEARING & GRUBBING

Amend Section 201 to include:

Construction Requirements

Add 3.1.9: Contractor to obtain approval from the City and homeowners prior to any landscape / plantings removal.

Add 3.5: Tree Protection - Refer to Section 01110, 3.28 of the General Requirements for protection of existing trees and penalties for tree damage. Contractor to supply construction fencing as shown in the Contract Drawings to protect trees and delineate area of no allowable disturbance. Cost of fencing is incidental to the contract.

Add 3.5.1: The Contractor shall be held responsible for the health and survival of the existing trees in the immediate vicinity of the construction area. Damage that, in the Engineer's opinion, can be remedied by corrective measures shall be repaired immediately. Broken limbs shall be pruned according to industry standards. Wounds shall not be painted. Trees or shrubs that are damaged irreparably shall, at the Engineer's discretion, be replaced.

Add 3.6: Stump removal shall include the complete removal of the stump and roots. Stump grinding will not be accepted.

Method of Measurement

Amend 4.1: Clearing Shrubs & Grubbing will be measured by the Lump Sum.

Basis of Payment

Amend 5.1: Clearing Shrubs & Grubbing will be paid for by contract unit price.

<u>Pay Item</u>		<u>Pay unit</u>
201.1	Clearing Shrubs & Grubbing	Lump Sum
201.22	Remove large Trees	Each
201.4	Stump Removal	Each

END OF SECTION

SPECIAL PROVISION

SECTION 214

FINE GRADING

Amend Section 214 to include:

Method of Measurement

Amend 4.1: Fine grading, except as specified in 4.2, will be measured by the square yard to the nearest 0.1 square yard, or as determined by the engineer. Measurement shall be average length and width of graded areas to extend a maximum of 6” beyond edge of sidewalk and 12” beyond edge of pavements. In the event of curb or other bounding structure, those shall be the edge of measured areas.

Basis of Payment

Amend 5.1: The accepted quantities for fine grading will be paid for at the Contract unit price, by the square yard.

Pav item

214

Fine Grading (Sidewalks and Driveways)

Pav unit

Square Yard

END OF SECTION

SPECIAL PROVISION

SECTION 304

AGGREGATE BASE COURSES

Amend Section 304 to include:

Material Requirements

Add 2.12: Sources of Aggregate and preliminary test results shall be submitted ten working days prior to any placement of material on the job. Failure of these preliminary tests will be grounds for rejection of material from that source. Aggregates will be tested on the job and shall meet these specifications as the material is incorporated into the work. All Measurements shall be in-place compacted quantities in accordance with the plans and specifications.

Method of Measurement

Amend 4.1: Roadbed base course materials of sand, gravel, crushed gravel, crushed aggregate for shoulders, crushed stone (fine and course gradation) shall be measured by the cubic yard using average lengths, widths and depths of the areas to be filled to the nearest 0.1 cubic yard, or as determined by the engineer. Measurement shall be compacted, complete in place.

Basis of Payment

Amend 5.1: Roadbed base course materials of sand, gravel, crushed gravel, crushed aggregate for shoulders, crushed stone (fine and course gradation) shall be measured and paid for by the Contract unit price, by the cubic yard.

Add 5.4: The cost of the all laboratory testing including compaction testing at 1 test per 50' in areas to be designated by the Engineer, shall be the responsibility of the Contractor and subsidiary to the pay item.

<u>Pay item</u>		<u>Pay unit</u>
304.3	Crushed Gravel in Place (Sidewalk and Driveways)	Cubic Yard

END OF SECTION

SPECIAL PROVISION

SECTION 401 and 403

ASPHALT PAVEMENT

Description

- 1.1 This work shall consist of furnishing and installing bituminous pavement courses in accordance with Sections 401 of the NHDOT Standard Specifications for Road and Bridge Construction (latest edition) and as specified in this section.
- 1.2 All references to NHDOT, NHDOT Personnel or the Department may be construed as the Engineer, the City of Portsmouth, their agents and representatives.
- 1.3 Work shall conform to NHDOT Section 401, Tier 2 except as noted herein:
 - 1.3.1 Ride Smoothness: Section 401.3.17.3.4.1 shall apply except variations exceeding 3/8 inch in profile or cross slope shall be eliminated.
 - 1.3.2 Ride smoothness: Section 401.3.17.3.4.4 shall apply except high points 0.5 inches in 25 shall be corrected.

Materials

- 2.1 Materials shall conform to NHDOT 401 except the following:
 - 2.1.1 **The maximum amount of Total Reused Binder (TRB) in the pavement mix shall be 0.5% and the mix shall meet all volumetric mix design criteria.**
 - 2.1.2 Asphalt Cement shall not contain any form of used, recycled or refined oil. Suppliers of PG Binder shall certify that the PG Binder does not contain any used, recycled or refined oil.
 - 2.1.3 All 3/4" (19mm) and 1 inch (25mm) pavement mixes shall be designed using the 50 gyration N design, unless otherwise specified.
 - 2.1.4 Liquid asphalt cement binder shall have Performance Grade (PG) of PG64-28 for all standard bituminous and PG 64-E for all high strength bituminous pavements. NHDOT QC/QA Specifications shall be followed for high strength mixes.
 - 2.1.5 All high strength asphalt, when specified, shall be 50 gyration unless otherwise specified.
- 2.2 **Pavement Mix Designs:** Pavement mix designs shall meet NHDOT Section 401.2.5.1 except the following:
 - 2.2.1 Minimum asphalt binder content shall be as follows:

Minimum Asphalt Binder Content		
Mix Type	50 Gyration	75 Gyration*
3/8-in (9.5mm)		5.9%
1/2-in (12.5mm)	5.9%	*
3/4-in (19.0mm)	5.3%	*

The required minimum asphalt content is based on the use of aggregate with a specific gravity of 2.65 to 2.70. The minimum asphalt content requirement may be adjusted when aggregate with higher specific gravity is used, or the minimum may be adjusted at the Engineer's discretion if it is believed to be in the best interest of the Owner. All mix designs shall be submitted to the Engineer for verification and approval. *75 Gyrations mix with stone size above 3/8" not allowed without expressed written permission of the Engineer.

2.2.2 Method requirements NHDOT Section 401.2.6 shall include the following:

2.2.2.1 Coarse Aggregate: Stockpiled coarse aggregate shall meet the requirements of 2.6.1, Table 2.

2.2.2.2 Tolerances: All mixtures shall conform within range of tolerances provided in NHDOT Section 401.2.6.2.

2.2.2.3 When Non-Compliant test result, it shall be the Contractor's responsibility to correct non-compliant pavement. The Contractor may be required to remove non-compliant material that is poorly graded or material exhibiting cracks, open joints or other imperfections. **No payment will be made for this material or its removal.**

Construction Requirements: Construction requirements shall be in accordance with Section 401 of the NHDOT Standard Specifications **and** as specified in this section.

- 3.1** Prior to placing any mix, a pre-paving conference shall be held with the Owner, Contractor, and Engineer to discuss the proposed paving schedule, source mix, type and amount of equipment to be used, sequence of paving pattern, rate of mix supply, traffic control, and general continuity of the operation. Special attention shall be made to the paving pattern sequence to minimize cold joints.
- 3.2** The Contractor shall notify the Engineer one week in advance of paving operations to allow sufficient time for scheduling personnel.
- 3.3** Any pavement course four inches (compacted depth) or greater shall be placed and compacted in two lifts.
- 3.4** Existing pavement or previously laid courses shall be thoroughly dry and free from all dust, dirt, and loose material. Sweeping with a power broom, supplemented by hand brooming, may be necessary.
- 3.5** Surfaces of any pavement course shall have a tack coat of emulsified asphalt applied in accordance with NHDOT Specifications. Application of emulsified asphalt shall be between 0.02 and 0.05 gal/yd².
- 3.6** **Joint adhesive shall be used for all transverse and lateral seams when placing more than 100 tons of asphalt or more. This item is subsidiary unless a separate pay item is provided.**
- 3.7** Utility covers, frames and grates, valves and other castings shall be set and raised. Contact surfaces of the drainage and utility castings shall be painted with a thin coating of suitable bituminous material. Surface pavement shall be removed from covers and casting immediately following pavement operations. Open grates shall be covered to ensure pavement material does not fall into structure.

- 3.8 Method requirements NHDOT Section 401.3.1.2 shall apply.
- 3.9 In addition to 3.7 above, refer to Section 1.3 for additional QC/QA requirements.
- 3.10 Contractor shall place a permanent trench patch to a depth that matches existing pavement for all utility trenches crossing Bridge Street, or at a location per direction of the Engineer, immediately after completing the trench backfill and compaction.
- 3.11 Contractor shall place 1-1/2" (compacted thickness - minimum) of temporary pavement at all trench locations at the end of each week.
- 3.12 In the event of an unanticipated long-term shut-down (Winter, etc.), the Contractor shall place 2" (compacted thickness) of temporary pavement as required. Contractor shall submit request to the City for approval. Upon approval, the Engineer will determine the extent and limits of temporary pavement required.
- 3.13 Hand Method (Road, Drive & Parking) pavement shall be placed with a paver.

Method of Measurement

- 4.1: Hot bituminous pavement will be measured by the ton to the nearest 0.1 ton. Batch weights will be permitted as a method of measurement with payment based on the cumulative weight of all the batches. The quantity will be the weight placed and accepted by the Engineer. Additional material trucked to the site and not used will be deleted from the final batch ticket weights and will not be paid.
- 4.2: Joint adhesive and tack coat of emulsified asphalt will not be measured and will be subsidiary unless a separate pay item is provided.

Basis of Payment

- 5.1: All work performed and measured as prescribed above will be paid for at the Contract unit price as provided in the respective sections of each type specified.

<u>Pay item</u>		<u>Pay unit</u>
403.12	Hand Method (Misc.)	Ton

END OF SECTION

SPECIAL PROVISION

SECTION 608

SIDEWALKS

Amend Section 608 to include:

Description

Amend 1.1: This work shall consist of constructing sidewalks of either hot bituminous pavement, Portland cement concrete, reinforced when specified, Brick, or Pavers. Portland cement concrete sidewalks shall receive a protective coating unless otherwise directed.

Materials

Amend 2.2: Portland cement concrete shall be Class AA (4000 psi), 5%-7% air-entrained, 4-6 inch slump with poly-fiber reinforcing conforming to Section 520.

Add 2.6.4: Detectable warning surfaces for straight curb ramps shall consist of panels from Neenah Foundry, East Jordan Iron Works, or approved equal. Detectable warning surfaces for radius curb ramps shall consist of a combination of straight and wedge panels from Tuftile or approved equal. The units shall be cast into Portland cement or other owner approved material, as recommended by the manufacturer. The panels shall be of cast iron.

Add 2.6.5: Straight curb ramps shall use panels with a minimum width of 24". Cutting of panels is prohibited. Radius curb ramps shall consist of a combination of straight and wedge panels matching the curvature of the curb ramp. Calculation of panel sizes, types and quantities shall be determined by the manufacturer. All panels shall be a minimum of 24" in depth and shall span the entire width of the ramp.

Construction Requirements

Amend 3.2.6.1: Construct transverse and longitudinal crack control joints by sawing, jointing tool or other approved method to a minimum depth of one third the slab thickness. If the jointing tool is not capable of constructing a joint to the correct depth, saw the joint to the correct depth. Saw crack control joints as soon as concrete has hardened sufficiently to permit sawing without excessive raveling and before uncontrolled shrinkage cracking occurs, usually between four and twenty four hours. Control joints for cracking shall be spaced at 5 ft., unless otherwise specified. Construct expansion joints at 25 ft. intervals. Bond breaker shall be used at all construction joints.

Amend 3.3.3: Install detectable warning devices and any anchoring hardware in accordance with manufacturer's instructions. Panel shall be set in a bed of 6" wet concrete.

Method of Measurement

Amend 4.1: Concrete sidewalks will be measured by the square yard to the nearest 0.1 square yard.

Add 4.3: ADA Detectable warning panels will be measured by the square foot installed.

Basis of Payment

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

Add 5.4: ADA Detectable warning panels will paid for at the Contract unit price per square foot of panel installed.

<u>Pay item</u>		<u>Pay unit</u>
608.24	4" Concrete Sidewalks	Square Yard
608.26	6" Concrete Sidewalks (Accessible Ramps)	Square Yard
608.54	ADA Detectable Warning Panels	Square Foot

END OF SECTION

SPECIAL PROVISION

SECTION 609

CURBING

Amend Section 609 to include:

Materials

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

Construction:

Amend 3.3.1: Curbing to be reset shall be carefully removed and stored. Curb shall be removed in such a manner as to not chip the ends when lifting. The contractor shall replace any curbing damaged or lost because of his negligence. All exposed portions or reset curbing shall be cleaned by sand blasting.

Add 3.3.2: Granite curb to be reset shall be 3.5 feet in length (minimum) and 18” height (minimum) and in good condition.

Add 3.3.3: When existing granite curb quantities are not sufficient to complete the scope of work, the Contractor shall obtain additional curb to be set from the City’s granite stockpile on Constitution Avenue. The contractor shall provide equipment necessary to pick curb pieces from the stockpile and transport to the site for use.

Basis of Payment

Amend 5.3: Class A Concrete backfill will be used for curb installation and will be paid for under item 520.

<u>Pay item</u>		<u>Pay unit</u>
609.015	New 5” Straight Vertical Granite Curb	Linear Foot
609.025	New 5” Curved Vertical Granite Curb	Linear Foot
609.5	Reset Existing Granite Curb	Linear Foot

END OF SECTION

SPECIAL PROVISION

SECTION 615

TRAFFIC SIGNS

Amend Section 615 to include:

Materials

Amend 2.9.1.1: The design, arrangement, color, and spacing of copy shall be in accordance with, the NHDOT Standard Plans for Road Construction, or the MUTCD and the FHWA “Standard Highway Signs”.

Amend 2.9.1.2: All sign sheeting and copy materials shall be fabricated from components of compatible systems warranted by the same manufacturer in accordance with the NHDOT Qualified Products List Product Qualification Criteria/Acceptance Criteria.

Amend 2.9.1.3: Blank.

Method of Measurement:

Amend 4.2: Traffic sign Type A, B, C will be measured by the square foot as shown in the plans, including all necessary mounting hardware.

Add 4.7: Steel Sign Post shall be measured by the unit installed as shown in the plans for new signage only. New posts are required for relocation of existing signs, which is subsidiary to the Relocate Existing Sign and Post pay item.

Basis of Payment

Amend 5.2: Traffic sign Type A, B, C, AA, BB or CC will be paid for at the Contract unit price per square foot installed.

Add 5.3: Steel sign post will be paid for at the Contract unit price per unit installed.

<u>Pay item</u>		<u>Pay unit</u>
615.0071	New Steel Sign Post	Each
615.02	New Traffic Sign	Square Foot
615.024	Relocate Existing Sign and Post	Each

END OF SECTION

SPECIAL PROVISION

SECTION 616

TRAFFIC SIGNALS

Amend Section 616 to include:

Description

Add 1.2.1: This work shall conform to the relevant provisions of the Standard Specifications and Manual on Uniform Traffic Control Devices.

Materials

Add 2.1.3: List of Major Materials – A Rectangular Reflective Flashing Beacon (RRFB) System shall consist of the required items necessary to properly provide advanced signal notification of a pedestrian crossing to approaching vehicular traffic. This may include additional posts and beacons at locations with reduced sight distances. A standard RRFB System typically includes a set of two complete assembly units, having at a minimum, the following items.

- (2) Concrete Foundations
- (2) 14' Traffic Signal Posts (Painted Black) and Pedestals (Painted Black)
- (2) APS Pushbutton Systems
- (4) Dual Rectangular Amber LED Beacons in NEMA Enclosures
- (2) 9"x12" R10-25 (PUSH BUTTON TO TURN ON WARNING LIGHTS) Signs
- (4) 30"x30" W11-2 (Pedestrian Warning) Signs
- (2) 24"x12" W16-7pR and (2) 24"x12" W16-7pL (Diagonal Downward Arrow) Signs
- (2) Solar Panels
 - (2) NEMA Type 3R or Higher Enclosures to House: Electrical components, including wiring and solid-state circuit boards;
 - On-board user interface;
 - Battery; and
 - Frequency hopping spread spectrum (or other alternate FCC approved) wireless activation unit with a minimum 150' range; and
- All Mounting and Supporting Hardware and Wiring Required to Complete a Working System.

Add 2.3.2.1: RRFB housings shall be made from powder coated aluminum.

Add 2.3.3.2: LED Modules for RRFB Assemblies:

- 2.3.3.2.1** There shall be two (2) 5" x 3" amber LED arrays per panel. Two (2) panels per RRFB assembly on each side of the roadway.
- 2.3.3.2.2** The 2 RRFB indications shall be aligned horizontally, with the longer dimension horizontal and with a minimum space between the two indications of approximately seven inches (7"), measured from inside edge of one indication to inside edge of the other indication.

- 2.3.3.2.3** The outside edges of the RRFB indications, including any housings, shall not project beyond the outside edges of the W11-2 sign.
- 2.3.3.2.4** The RRFB shall be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque, rather than 12” above or below the sign assembly.
- 2.3.3.2.5** When activated, the two yellow indications in each RRFB shall flash in a rapidly alternating "wig-wag" flashing sequence (left light on, then right light on).
- 2.3.3.2.6** RRFBs shall use a much faster flash rate. Each of the two yellow indications of an RRFB shall have 70 to 80 periods of flashing per minute and shall have alternating but approximately equal periods of rapid pulsing light emissions and dark operation. During each of its 70 to 80 flashing periods per minute, one of the yellow indications shall emit two rapid pulses of light and the other yellow indication shall emit three rapid pulses of light. The sequence shall be the same for each pair of LED beacons in an enclosure and shall be as follows:
 - 1- The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.
 - 2- Both RRFB indications shall be dark for approximately 50 milliseconds.
 - 3- The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.
 - 4- Both RRFB indications shall be dark for approximately 50 milliseconds.
 - 5- The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.
 - 6- Both RRFB indications shall be dark for approximately 50 milliseconds.
 - 7- The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.
 - 8- Both RRFB indications shall be dark for approximately 50 milliseconds.
 - 9- Both RRFB indications shall be illuminated for approximately 50 milliseconds.
 - 10- Both RRFB indications shall be dark for approximately 50 milliseconds.
 - 11- Both RRFB indications shall be illuminated for approximately 50 milliseconds.
 - 12- Both RRFB indications shall be dark for approximately 50 milliseconds.
- 2.3.3.2.7** The flash rate of each individual yellow indication, as applied over the full on-off sequence of a flashing period of the indication, shall not be between 5 and 30 flashes per second, to avoid frequencies that might cause seizures.
- 2.3.3.2.8** The light intensity of the yellow indications shall meet the minimum specifications of Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005.
- 2.3.3.2.9** The RRFB shall be normally dark, shall initiate operation only upon pedestrian

actuation, and shall cease operation at a predetermined time after the pedestrian actuation.

2.3.3.2.10 All RRFBs associated with a given crosswalk shall, when activated, simultaneously commence operation of their alternating rapid flashing indications and shall cease operation simultaneously.

Add 2.3.5.1: The duration of a predetermined period of operation of the RRFBs following each actuation shall be based on the MUTCD procedures for timing of pedestrian clearance times for pedestrian signals (3.5 ft/sec minimum).

Add 2.4.1.7: Each RRFB assembly shall be mounted on a tapered tubular aluminum pole (2 total) with a breakaway assembly. The poles, breakaway assemblies, and foundations shall conform to Section 616 of the Standard Specifications.

Add 2.10 Pedestrian Push Buttons – Pedestrian push buttons shall be provided at each RRFB assembly.

2.10.1 Pedestrian pushbuttons shall be used to actuate the RRFBs, and a pedestrian instruction sign with the legend R10-25 PUSH BUTTON TO TURN ON WARNING LIGHTS shall be mounted above sign Pelco SE-2158: SE 6123 or equal.

2.10.2 The pedestrian push buttons, Piezo style, shall conform to the applicable provisions of the ADA and be powered by a replaceable battery. The battery shall have a lifespan of approximately 2 years.

Add 2.11 Radio Interconnect – Radio communications shall be used to connect the RRFB's on either side of the street.

2.11.1 The radio shall operate at 900 MHz and shall utilize frequency hopping spread spectrum network with an operating range of 3.6 vdc to 15 vdc.

Add 2.12 Solar Power – Each RRFB assembly shall be powered by an attached solar panel.

2.12.1 The solar power system (1 required per assembly, 2 total) shall be housed in a NEMA 4 rated fiberglass cabinet with lockable straps.

2.12.2 The solar panel shall be approximately 25 ¼" H x 25 ¾" W x 1 ½" D and have an articulating mount that pivots.

2.12.3 The solar panel shall produce at least 55 watts, conform to IP-67, and be adjustable to an angle of between 40 degrees and 60 degrees from the ground and each assembly shall be mounted on a 360° rotatable pole cap mount to facilitate adjustment for maximum solar collection and optimal battery strength. The solar panel assemblies shall be rated for 90 mph wind conditions.

2.12.4 The solar battery shall be a 12 V, 40 AH sealed gel unit that does not require periodic watering. The battery shall be capable of operation without sun for 30 days and have a life span of 2 years.

2.12.5 The solar power system control circuitry shall be in a NEMA IP-67 rated enclosure dustproof and waterproof in up to 3' for 30 minutes.

Add 2.13 RRFB Signage. All signage attached to the RRFB shall be Type CC signs, as defined in Section 615 of the Standard Specifications. All signage shall be incidental to the cost of the RRFB assembly.

Method of Measurement:

Amend 4.1: Traffic signals will be measured as a Unit. Rectangular Reflective Flashing Beacons (RRFB) shall be measured as a System as defined in Section 2.1.3.

<u>Pay item</u>		<u>Pay unit</u>
616.261	Rectangular Rapid Flashing Beacon (RRFB) System	Each

END OF SECTION

SPECIAL PROVISION

SECTION 618

UNIFORMED OFFICERS AND FLAGGERS

Amend Section 618 to include:

Description

Add 1.2: Daily traffic control personnel will be required to facilitate traffic through the work zone quickly and safely. The use of, type of, and number of personnel will be reviewed and approved with the Engineer.

Construction Requirements

Add 3.1.4: Portsmouth Police will be hired at the discretion of the Engineer. Only Portsmouth Police can be hired for police traffic details unless other officers are assigned by Portsmouth PD.

Add 3.3.2: Whenever the contractor is working in areas where uniformed officers are not required by the City, flaggers may be hired under the discretion of the Engineer. The quantity of flaggers will be discussed and will need to be agreed to during the traffic control planning for the street.

Method of Measurement

Add 4.1.4: Uniformed Officers and Flaggers shall be measured as an allowance based on the dollar amount of invoices, submitted without Contractor markup. Invoices must only reflect the actual hours worked in the field (Lunch breaks are not considered working hours and shall not be billed). Hours billed to the Contractor for minimum time requirements that are not hours actually on duty are excluded from payment under this item.

Add 4.1.5: The Contractor shall submit daily time cards and invoice summary for the City to review prior to payment.

Add 4.1.6: The City shall approve the flagging company and labor rate prior to the beginning of the work.

Basis of Payment

Amend 5.1: Uniformed Officers and Flaggers will be paid by the invoices provided. The dollar limit (allowance) prescribed in the Bid Schedule shall not limit the Engineer or Owner in determination of the value of the work.

<u>Pay Item</u>		<u>Pay unit</u>
618.6	Uniformed Officers	Dollar
618.7	Uniformed Flaggers	Dollar

END OF SECTION

SPECIAL PROVISION

SECTION 619

MAINTENANCE OF TRAFFIC

Amend Section 619 to include:

Construction Requirements

- Add 3.4:** All work shall be prosecuted so pedestrian and traffic flow can be maintained. No travel lane or sidewalk closures will be allowed without prior approval from the Engineer. If lane closures are required, a traffic flagging and/or detour plan will be generated and will need to be approved by the Department prior to its implementation. It should be expected that detours will not be typically allowed for day to day work except for non-preventable road closures caused by the installation of certain structures or systems that would make one-way reversible traffic impossible or unsafe.
- Add 3.5:** The Contractor will develop a construction staging plan for the project. The plan shall be submitted to be approved by the Engineer.
- Add 3.6:** Access shall be maintained to the abutting driveways and entrances at all times during construction. Open lanes of the road shall be graded safely for traffic at all times. A 24 hour contact will be required in case of emergency or safety concerns or in case the road surface needs attention.
- Add 3.7:** Pedestrian walkways etc. may be ordered by the Engineer if the need arises. The Contractor is responsible for the safety of pedestrians at all times, including non-working hours.
- Add 3.8:** All costs associated with the application of these measures or other measures directed by the Engineer shall be paid for under these items and will not be further chargeable to the project, except as stipulated and specified under Contract Items.
- Add 3.9:** If contractor does not respond accordingly to requests from the Engineer to provide access, or repair roadways and walkways to an acceptable condition in a timely manner, the City may complete this work and back charge the Contractor. Additionally, the City may hold back funds to the 619.1 Maintenance of Traffic pay item.

Basis of Payment

- Amend 5.1.3:** The material cost of calcium chloride will be paid for by the LB.
- Amend 5.1.4:** The material cost of permanent construction signs is subsidiary to the Pay Item.
- Add 5.1.10:** The following items are subsidiary to the 619.1 Pay Item: Traffic control, construction signs (permanent and temporary), temporary message boards, temporary traffic loops, traffic control plans, traffic cones and barrels and other methods of dust control as ordered by the Engineer.

Pay item

619.1 Maintenance of Traffic

Pay Unit

Lump Sum

END OF SECTION

SPECIAL PROVISION

SECTION 628.2

SAWED PAVEMENT

Amend Section 628.2 to include:

Basis of Payment

Add 5.4: Sawed Pavement will be paid for at the Contract unit price per linear foot for curbing only. All other sawcuts are subsidiary to their respective items.

Pay item

628.2 Sawcut (Curbing)

Pay Unit

Linear Foot

END OF SECTION

SPECIAL PROVISION

SECTION 640

LANDSCAPING

Description

1.1: This work shall consist of removal of landscaping items and reconstructing to as good as or better condition. Landscaping items shall include, but not limited to, plantings, landscaping retaining walls, edgings, stepping stones, loam, mulch, etc. Contractor shall familiarize themselves with the areas of construction to determine the extent of necessary reconstruction.

Materials

- 2.1:** Existing material may be re-used if in good condition.
- 2.2:** If the Engineer has determined the existing materials are not in good condition, or items were damaged during removal, then replacement materials will be required.

Construction Requirements

- 3.1:** The Contractor may carefully remove landscaping items, store and re-install without damage. Items that are in poor condition will require replacement materials. Otherwise, the Contractor shall reconstruct the landscaped areas with new materials.
- 3.2:** Work shall be completed in as good or better condition than the items removed.
- 3.3:** Reconstructed items shall be installed in such a manner as to comply with NHDOT Standard Specifications for the specific item being installed.
- 3.4:** Tree Protection - Refer to Section 01110, 3.28 of the General Requirements for protection of existing trees and penalties for tree damage.
- 3.5:** The Contractor shall contact homeowners in advance of excavation to determine if the property has underground irrigation. The Contractor shall make all attempts possible to keep any existing irrigation system intact and without damage for re-use. Damage to irrigation systems where the Contractor did not attempt to discuss with the property owner will not be paid and the Contractor shall repair at no cost to the City or the homeowner.

Method of Measurement

- 4.1:** Reconstruct Existing Landscaping will not be measured.
- 4.2:** Repairs to Irrigation System will be measured as an allowance based on the dollar amount of invoices submitted. Invoices must only reflect the actual hours worked in the field and the materials for the repairs as directed by the Engineer. The Contractor may include a maximum of 15% overhead & profit to the invoice.

Basis of Payment

- 5.1:** Reconstruct Existing Landscaping will be paid for at the Contract unit price per lump sum.

5.2: Repairs to Irrigation System will be paid for by the invoices provided. The dollar limit (allowance) prescribed in the Bid Schedule shall not limit the Engineer or Owner in determination of the value of the work.

<u>Pay item</u>		<u>Pay unit</u>
640	Reconstruct Existing Landscaping	Lump Sum
640	Repairs to Irrigation System	Allowance

END OF SECTION

SPECIAL PROVISION

SECTION 641

LOAM

Description

1.1: This work shall consist of providing and placing loam in all areas disturbed during the removal and construction of the sidewalks.

Materials

- 2.1:** The work shall conform to all applicable materials and subsections of the State of New Hampshire Standard Specifications for Road and Bridge Construction; including sections 641, 642, 643 and 644. Lawns and grass strips shall be restored to their original condition or better as existing prior to roadway construction.
- 2.2:** The minimum and maximum PH value shall be from 5.5 to 7.6. Limestone shall be used as ordered to raise the PH of the soil as determined by the Engineer.
- 2.3:** Fertilizer shall be used as ordered, a standard commercial grade fertilizer conforming to all State and Federal regulations and to the Standards of the Association of Official Agricultural Chemists.

Construction Requirements

3.1: Loam shall be spread upon previously prepared subgrade surface to the depth of 4" or as specified by the Engineer and shall be raked carefully to remove all questionable materials. Loam shall be spread in such a manner as to establish a loose, friable seedbed. In order to maintain a consistent grade, loam placed adjacent to lawns or where directed shall be compacted with a roller weighing approximately 100 pounds per foot of roller width. All depressions exposed during the rolling procedure shall be filled with additional loam, and rolled.

Method of Measurement

4.1: Loam will be measured based on a depth of 4" and a distance of 3' from the edge of the sidewalks.

Basis of Payment

5.1: Loam will be paid for at the Contract unit price per cubic yard placed.

<u>Pay item</u>		<u>Pay unit</u>
641	Loam	CY

END OF SECTION

SPECIAL PROVISION

SECTION 646

TURF ESTABLISHMENT

Amend Section 646 to include:

Materials

Amend Section 2: Refer to Section 02920 for loam and seed requirements.

Construction Requirements

Add 3.4: The use of hydroseeding will not be permitted within the 100-foot buffer area surrounding wetlands, as shown on the plans or as directed by the Engineer.

<u>Pay item</u>		<u>Pay unit</u>
646.31	Turf Establishment w/Mulch and Tackifier	Square Yard

END OF SECTION

March 15, 2013

SPECIAL ATTENTION ASPHALT CEMENT ADJUSTMENT

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION

CITY OF PORTSMOUTH CORONAVIRUS GRANT RECIPIENT TERMS AND CONDITIONS

The City of Portsmouth is the recipient of the Coronavirus Local Fiscal Recovery Fund Grant. Funds received under this Grant are limited to use on specific projects which may include any Agreement with Vendor. Therefore, Vendor is required to assure compliance with certain federal requirements.

Specifically, Vendor assures compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Additionally, Vendor agrees to comply with all other applicable federal statutes, regulations, and executive order including but not limited to:

- (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
- (ii) Universal Identifier and System for Award Management, 2 C.F.R. Part 25;
- (iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170;
- (iv) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180;
- (v) Recipient Integrity and Performance Matters 2 C.F.R. Part 200 and Appendix XII; (vi) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 21;
- (vii) New Restrictions on Lobbying, 31 C.F.R. Part 21;
- (viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (ix) Generally applicable federal environmental laws and regulations.

The City further encourages Vendor to adopt and enforce on-the-job seatbelt policies and programs for when operating company-owned, rented, or personally owned vehicles, and to adopt and enforce policies that ban text messaging while driving pursuant to Executive Orders 13043 and 13513 respectively.

Finally, Vendor assures compliance with statutes and regulations prohibiting discrimination including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), and Protections for Whistleblowers in accordance with 41 U.S.C. § 4712. Specifically, the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Projects funded solely with SFLRF/ARPA funds are not subject to Davis Bacon Act except when additional funding sources require compliance. Vendor agrees to comply with Davis Bacon and Related Act (DBRA) when applicable. Vendor will also comply with Executive Orders 11625 and 12432 (Concerning Minority Business Enterprise) and 12438 (Concerning Women's Business Enterprise) when applicable.

END OF SECTION