

INVITATION TO BID

The City of Rochester, New Hampshire, will accept sealed bids for **Pavement Crack Sealing**. Bids must be submitted in a sealed envelope plainly marked:

Sealed Bid: **"SEALED BID #14-24
"Pavement Crack Sealing"**
City of Rochester, New Hampshire
Attn: Purchasing Agent
31 Wakefield Street
Rochester, NH 03867

All bids must be received no later than **September 26, 2013 at 2:30 pm**. Actual bid opening will begin at **2:45 PM**. No late bids, faxed, e-mailed or telephone bids will be accepted. Bid proposals and specifications may be obtained by visiting www.rochesternh.net, or emailing purchasing@rochesternh.net, or by contacting the Purchasing Agent at City Hall, 31 Wakefield Street, Rochester, NH 03867, (603) 335-7602. All bid questions must be submitted in writing (email preferred) to the Purchasing Agent at least three (3) working days prior to bid opening. All bid proposals must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted.

INFORMATION FOR BIDDERS

The City of Rochester, New Hampshire, (OWNER) will accept sealed bids at the Business Office, 31 Wakefield Street, Rochester, New Hampshire until 2:30 p.m. (local time) on September 26, 2013, at which time the acceptance of bids will be closed. All bids received will be opened and read aloud at 2:45 p.m. The envelopes containing the bids must be sealed and designated as **CITY OF ROCHESTER PAVEMENT CRACKSEALING – Bid No. 14 - 24**. The bid opening shall be public and open to all parties.

The following is a summary of the work anticipated to be performed in 2013. The terms and condition of the contract is found within these documents.

The Contract Documents request proposals for an individual contract. The intent is to allow the OWNER to evaluate the bids and make decisions in the best interest of the community. The total project value will be determined by the Owner after the Bid's are received and total funds are allocated for the project.

All bids must be submitted with a Bid Bond in the amount of ten percent (10%) of the Bid Price executed between the Bidder and a Surety Company.

Bidders must; examine each of the Contract Documents, visit the locations of the work, and inform themselves to the extent of the work and difficulties attending to each street / location, prior to the submission of their Proposals.

The CONTRACTOR shall give attention to the definitions included in the Contract Documents.

The OWNER reserves the right to postpone the date for presentation and opening of Proposals and will give notice of such postponement to each known Bidder.

The successful Bidder will be required to furnish the stipulated Bonds and Insurance Certificates.

In the event of discrepancies between the price totals quoted in the Proposal and the unit price figures, the unit price figures shall control. The price is to include the furnishing of all material, plant, equipment, tools, labor, and other facilities required for the completion of the work except as may be otherwise expressly provided in the Contract Documents.

After the award of the Contract, if the CONTRACTOR desires to use equipment or methods other than those specified or shown in these documents, the CONTRACTOR shall submit in writing: data to prove equality, reason for change, the amount of credit (if any) to the Contract Price and provide documentation for any changes required to arrive at a decision as to the suitability of the substitution by the OWNER.

The OWNER reserves the right to reject any or all Proposals for any reason, or to accept any bid which it deems to be in its best interest. Any Proposal, which is

incomplete, obscure, or irregular, may be rejected; any Proposal having erasures or corrections in the price sheet may be rejected; any Proposal that omits a bid on any one or more items may be rejected; and any Proposal accompanied by an insufficient or irregular certified check or Bid Bond may be rejected.

If the Bidder submits a Proposal before the deadline time for submission, the Bidder may, in writing, modify his original Proposal for submission. No oral, telephone, or telegraph modifications will be considered.

It is the duty of the OWNER not to award this Contract to any Bidder who does not furnish evidence satisfactory to the OWNER that the Bidder has the ability, skill, integrity and experience in this class of work and has sufficient capital and plant to enable the successful and complete execution of this contract within the specified time.

In determining the skill, ability, and integrity of the responsible and eligible Bidders the following elements will be considered: Whether the Bidder has (a) previously defaulted on, failed to perform properly, or failed to complete on time contracts of similar nature; (b) habitually and without just cause neglected payment for material or to employees; (c) a permanent place of business; (d) adequate plant and equipment to do the Work properly; (e) a suitable financial status to meet the obligations incident to the Work; (f) appropriate technical experience; (g) labor force that can work in harmony with all other elements of labor employed (h) sufficient bonding capacity; and, (i) adequate skilled supervisory personnel.

Within thirty (30) days after opening the Proposals the OWNER will prepare a Notice of Intent to Award signed by a duly authorized representative of the OWNER. This Notice of Intent to Award shall bind the successful Bidder to execute the Contract approval.

Notice of Approval and formal acceptance of the Proposal will be made in writing to the successful Bidder. A duly authorized representative of the OWNER will sign the Notice of Approval.

The rights and obligations provided for in the Contract shall become effective and binding upon the Parties only with its formal execution by the OWNER.

The successful Bidder(s) shall execute a Performance Bond in the amount of one hundred percent (100%) of the Bid Price. The Bidder, OWNER and a Surety Company shall execute Bond.

The successful bidder shall provide a Payment Bond in the amount of one hundred percent (100%) of the Bid Price, executed between the Bidder, OWNER and a Surety Company.

The successful bidder shall commence work under this contract on or before a date to be specified in the "Notice to Proceed".

BID PROPOSAL

Proposal of

(Hereinafter called "BIDDER"), organized and existing under the laws of the State of _____

doing business as

Corporation, Partnership, or an Individual

To the City of Rochester (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all WORK for the (14-24) Pavement Crack sealing in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this bid, each bidder certifies that his bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other BIDDER or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and fully complete according to the schedule herein.

Any Bidder who's Proposal shall be accepted will be required to execute the Contract within five (5) days after notice that the Contract has been awarded to him. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the Proposal.

The OWNER will retain the amount of the certified check or Bid Bond accompanying the Proposal of such Bidder as liquidated damages for such breach. In the event any Bidder whose Proposal shall be accepted shall fail or refuse to execute the Contract herein provided, the OWNER may, at his option, may determine that such Bidder has abandoned the Contract and thereupon his Proposal and the acceptance thereof shall be null and void and the OWNER will be entitled to liquidated damages as cited above.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA:

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum.

Method of Award – Lowest Responsible Bidder: The Bidding documents for this project require deductible alternates. Bidders should note the Method of Award is applicable to this Bid as stated below:

A. Deductible Alternates: The lowest responsible Bid will be determined by and the contract will be awarded on the base bid combined with the deductible alternates (if necessary). In the event that the base bid exceeds the funds available for this project, then alternates shall be deducted in reverse numerical order (from 14, then 13, then 12 etc...) in which they are listed in the bid form provided herein until the total of the bid items does not exceed the funds available for this project. An equal number of alternates shall be subtracted from the base bid of each bidder for the purpose of determining the lowest responsible bidder. If the bid exceeds such amount, the City of Rochester reserves the right to reject all bids.

Notes:

1. The Bidder shall submit his/her proposal upon the form(s) furnished by the City. The bidder shall specify a lump sum price for every street listed within; each pay item.
2. All prices must be written in ink. In case of discrepancy between words and figures the words shall govern the unit price. If a unit price or 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. In the case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
3. All prices given shall include labor, materials, equipment for work and traffic control in place in accordance with these Contract Documents.
4. The Bidder's proposal must be signed in ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address of each partnership member 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.

BID SCHEDULE

STREET	FROM	TO	LENGTH	WIDTH	COST
1. Main St.(Gonic)	RT 125	Pickering Road	3,800 LF	26 LF	
2. Ten Rod Rd.	Industrial Way	City Line	10,625 LF	26 LF	
3. Salmon Falls Rd. Whitehall (South)		City Line	8,125 LF	23 LF	
4. Oak Street	Gear Road	Rt 125	6,250 LF	22 LF	
5. Estes Road	Washington Street	Oak Street	3,750 LF	22 LF	
6. Hanson St.*	Columbus Street	Wakefield Street	700 LF	30 LF	
7. Wakefield St*	Portland Street	Columbus Street (RT 125)	2,350 LF	40 LF	
8. Union St*	Wakefield Street	North Main Street	750 LF	33 LF	
9. North Main St*	Union Street	Congress St.	735 LF	42 LF	
10. Airport Drive	Rochester Hill Road	Dead End	5,400 LF	30 LF	
11. Autumn St.	Salmon Falls Road	Main Street (ER)	4,375 LF	22 LF	
12. Tebbetts Rd.	Old Dover Road	Pickering Road	3,500 LF	24 LF	
13. Hancock St.	Lowell Street	Common Street	1,250 LF	26 LF	
14. Chesley Hill	Washington Street	Browning Drive (Pvt)	4,100 LF	23 LF	

* Night Work is anticipated

Total Bid: The sum of (in words)

(in figures) \$ _____.

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

The Bidder understands that the OWNER reserves the right to reject any or all bids and to waive any informality in bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn, for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a surety bond or bonds as required by the general Conditions. The bid security attached in the sum of _____ (\$ _____) is to become the property of the OWNER in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and the additional expense to the OWNER caused thereby.

SUBMITTED ON _____, 20__

Name of CONTRACTOR _____

Address:

Telephone: _____ Fax No. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter called Principal
(Corporation, Partnership, or individual)
And

(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto the City of Rochester, NH, 31 Wakefield St., Rochester, NH 03867 hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____)

In lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2_____, a copy of which is hereto attached and made a part hereof for the construction of bid #14 - 24 Crack Sealing.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts
(number)
each one of which shall be deemed an original, this _____ day of
_____ 2 ____.

ATTEST:

(Principal)

(Principal Secretary)

BY:

(SEAL) _____

(Address)

(Witness as to Principal)

(Address)

(Surety)

By: _____
(Attorney-in-fact)

ATTEST:

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If Principal is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

(In accordance with NH R.S.A., Chapter 447)

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)

(Address of CONTRACTOR)

a _____, hereinafter called Principal
(Corporation, Partnership, or Individual)
and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Rochester, New Hampshire, 31 Wakefield St., Rochester, NH 03867 hereinafter called OWNER, in the penal sum of

_____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2_____, a copy of which is hereto attached and made a part hereof bid # 14-24 Crack Sealing.

NOW, THEREFORE, if the Principal shall promptly make payment to any persons, firms, SUBCONTRACTORS, and corporations having any claim for labor performed or furnished, for equipment hired, including trucks, for material used and for fuels, lubricants, power, tools, hardware and supplies purchased by the Principal and used in carrying out the contract, and for labor and parts furnished upon the order of the Principal for the repair of equipment used in carrying out the contract, in accordance with the provisions of RSA 447:15, 16, 17 and 18, and satisfy all claims and demands incurred under such contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the notice required under this BOND to obtain benefits under this obligation by any person, firm, or corporation having any claim for labor performed, materials, machinery, tools, equipment or supplies, shall extend for a period of ninety (90) days after completion and acceptance of the work as provided in said contract with the OWNER. Such notice shall consist of a statement of the claim and

must be filed in the office of the Clerk of the Superior Court of the County within which the contract shall be principally performed. The Clerk of the Superior Court is required to send a copy of the statement of claim by mail to the Principal and Surety hereunder. Any person, firm, or corporation shall within one (1) year after filing such claim file a petition in the Superior Court for the County within which the contract shall be principally performed to enforce the claim in accordance with the provisions and requirements of RSA 447:18.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts
(number)

each one of which shall be deemed an original dated this the _____ day
of _____ 2____.

ATTEST:

(Principal)

(Principal Secretary)

(SEAL) By: _____
(Name and Title)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST: By: _____
(Attorney-in-fact)

(Witness as to Surety)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Principal is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and

as Surety, are hereby held and firmly bound unto The City of Rochester as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to The City of Rochester a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the 2013 Crack Sealing.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570) and be authorized to transact business in the state where the project is located.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2____ by and between The City of Rochester, NH hereinafter called "OWNER" and _____ doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the bid # 14-24 Pavement Crack sealing Projects, hereafter called the PROJECT, as shown in the Notice to Proceed and as specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS after the date of the NOTICE TO PROCEED and will complete according to the schedule herein,
4. The CONTRACTOR hereby agrees to meet the schedule, or be subject to the penalties outlined within these documents if the schedule is not adhered to.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means all documents contained in the 2013 Pavement Crack sealing Projects dated xxxxxxxx and the following addenda:

No. _____	dated _____,	2____.
No. _____	dated _____,	2____.
No. _____	dated _____,	2____.
No. _____	dated _____,	2____.
No. _____	dated _____,	2____.
No. _____	dated _____,	2____.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents in such amounts as required by the CONTRACT DOCUMENTS.
7. The OWNER may at its sole option add more city streets to be crack sealed within the time frame of this contract. The OWNER consults with the CONTRACTOR to set a schedule for the added streets. The OWNER will pay for the additional work using the unit prices as bid and agreed to under this agreement, unless otherwise provided in the General Conditions.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original on the date first above written.

(SEAL)
ATTEST:

Name _____

Title _____

(SEAL)

Name _____

Title _____

OWNER:
FOR THE CITY OF ROCHESTER

By _____
Name

Title _____

CONTRACTOR:

By _____

Name _____

Address _____

CONTRACT DOCUMENTS AND DEFINITIONS

ARTICLE 1 - DEFINITIONS

Wherever the words defined in this article, or pronouns used in their stead, occur in this contract and specifications hereto attached, they shall have the meanings herein given.

1.1 OWNER – The word OWNER shall mean the first party, any board, officer or agent, authorized to act for the said party of the first part, in the execution of the work of this Contract.

1.2 CONTRACTOR – The word CONTRACTOR shall mean the party of the second part, designated, entering into this Contract for the performance of the Work required, or the legal representative of said party or the agent appointed for said party in the performance of the work.

1.3 SUBCONTRACTOR – The word SUBCONTRACTOR shall mean a person, firm or corporation supplying labor or materials for work at the site of the project for, and under separate Contract agreement with the Contractor.

1.4 ENGINEER – The word ENGINEER shall mean OWNER, either acting directly or through any authorized representatives.

1.5 STANDARD SPECIFICATIONS – Reference to "Standard Specifications" and "Standard Specifications for Road and Bridge Construction" mean the State of New Hampshire, Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition and all its amendments.

ARTICLE 2 - OBLIGATIONS AND LIABILITY

2.1 The CONTRACTOR shall complete the work to the satisfaction of the ENGINEER at the prices herein agreed upon and fixed therefore.

2.2 The CONTRACTOR shall conduct his work so as to interfere as little as possible with private business and public travel. He shall, at his own expense, wherever necessary or required, maintain light, furnish watchmen and take such precautions as may be necessary to protect life and property. The Contractor shall bear all losses resulting to him or the OWNER due to the amount or nature of the work or due to weather elements or other causes. The CONTRACTOR shall assume the defense of all claims whatsoever against the contractor or the OWNER and indemnify, save harmless, and insure the OWNER, its officers or agents, against claims that may arise from injury or damage to persons, corporations or property. Claims against the contractor shall be settled in an expedient manner, proof of which shall be provided to the ENGINEER.

2.3 The OWNER disclaims any authority or responsibility for job site safety and for the safety of persons who are or are not part of the construction process related to the work

carried out under this Agreement. It is understood and agreed that the ENGINEER will not be responsible for compliance of safety programs, put forth by the CONTRACTOR or related OSHA regulation required to be followed by the CONTRACTOR, his/her employees, subcontractors and agents. Job site safety shall be the sole responsibility of the CONTRACTOR at all times.

ARTICLE 3 - ENGINEER TO DECIDE

3.1 The ENGINEER shall in all cases determine the amount, quality, accessibility and fitness of the kinds of work and materials which are to be paid for under this contract.

3.2 Nothing in this agreement shall be construed as giving the ENGINEER the responsibility to direct construction methods, techniques, procedures or safety methods.

ARTICLE 4 - INTENTIONS OF DOCUMENTS

4.1 The order of the work is outlined within these documents.

4.2 The ENGINEER shall make all necessary explanations as to the meaning and intention of all documents.

ARTICLE 5 - ABSENCE OF CONTRACTOR

5.1 Work shall neither commence nor proceed unless supervised by the CONTRACTOR or his duly authorized superintendent or foreman. Delays in the work due to the absence of the CONTRACTOR or his duly representative shall not constitute reason for extension of time for completion. The ENGINEER shall be notified at least 24 hours in advance for any deviation from the normal daily work schedule.

ARTICLE 6 - PARTS OF THE CONTRACT

6.1 The information for bidders, all addenda, the proposal submitted by the CONTRACTOR, the Specifications, are made parts of this contract.

ARTICLE 7 - ERRORS AND OMISSIONS

7.1 Should a discrepancy appear or any misunderstandings arise as to the import of anything contained in the interpretation the decision of the ENGINEER shall be final and binding on both parties of this contract. The CONTRACTOR shall immediately notify the ENGINEER of any known discrepancies for proper resolution.

7.2 Any corrections may be made by the ENGINEER when such correction is necessary for their fulfillment of their intention as construed by him. When the corrections add to the amount of work to be done by the CONTRACTOR, compensation for said additional work shall be made in accordance with the provisions of the contract for extra work.

7.3 Should a Bidder find discrepancies in or omissions from the Contract Documents or are in doubt as to their meaning; the Bidder should at once notify the OWNER. In

general, no answer will be given to the prospective Bidders in reply to an oral question, if the question involves the equality or use of products or methods other than those specifically designated or described in the Specifications. All information given to Bidders by means other than set forth in the Contract Documents is given informally and shall not be used as the basis of a claim-against the OWNER.

7.4 Omissions, discrepancies, and questions must be submitted in writing to the OWNER at least five (5) working days before the date for receipt of bids. If a question involves the equality or use of products or methods not specifically designated or described in the Specifications, it must be accompanied by Drawings, Specification, or other data in sufficient detail to enable the OWNER to determine the equality or suitability of the product or method. In general, the OWNER will neither approve nor disapprove particular products prior to the opening of the bids; such products will generally be considered only when offered by the CONTRACTOR for incorporation into the work after the award and signing of the Contract. The OWNER will prepare Addenda to address all questions received and answers provided. At least three (3) days prior to the bid opening date and time, Addenda will be sent to each of Bidder who has taken out the Contract Documents.

ARTICLE 8 – CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE

8.1 The Contractor shall deliver to the OWNER at the time of execution of the Contract, certificates of all insurance required hereunder. The certificates of insurance shall contain the description of the Project, and shall state that the companies issuing insurance will mail to the OWNER ten (10) days notice of cancellation, alteration or material change of any listed policies. The Contractor shall keep in force the insurance required herein for the period of the Contract. At the request of the OWNER, the Contractor shall promptly make available a copy of any and all listed insurance policies. The requested insurance must be written by a Company licensed to do business in New Hampshire at the time the policy is issued and throughout the duration of the contract.

8.2 The City of Rochester, NH shall be listed as additional insured on all the Certificates of Insurance.

8.3 The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.

8.4 No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Department of Public Works, and the Contract approved by the City Manager.

a. Workmen's Compensation Insurance

Limit of Liability - \$100,000.00 per accident

b. Commercial General Liability

Limits of Liability

Bodily Injury: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate

Property Damage: \$500,000.00 per occurrence, \$500,000.00 aggregate

Combined Single Limit, Bodily Injury and Property Damage:
\$5,000,000.00 aggregate

c. Automobile Liability

Limits of Liability - \$500,000.00 per accident.

- d. The Contractor shall indemnify, defend, and save harmless the City of Rochester and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said City of Rochester, its agents, employees or others.

8.5 ACCIDENT PROTECTIONS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract that a Contractor and any Subcontractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined by construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

ARTICLE 9 – COMPLIANCE WITH LAWS

9.1 The CONTRACTOR shall at all times, himself, observe and comply with, and cause all his agents and employees to observe and comply with all such laws, ordinances, regulations, orders or decrees; and shall protect and indemnify the OWNER, its officers and agents against all claims or liability arising from or based upon violation of any such law, ordinances, regulations, orders or decrees, whether by himself or his employees.

9.2 The CONTRACTOR shall be in compliance with the U.S. Department of Transportation's Federal Motor Carrier Safety Regulations, Parts 49CFR382 and 49CFR383. The CONTRACTOR shall maintain compliance with those regulations from date of contract award to project completion. As contained herein, the OWNER will negotiate unit prices for the out of scope work with the CONTRACTOR and prepare a change order to the contract that outlines the work to be done, its value, and unit prices of items, not otherwise contained herein.

ARTICLE 10 – NOT TO SUBLET

10.1 The CONTRACTOR shall give his attention constantly to the faithful; prosecution of the work, shall keep the same under his personal control, and shall not assign by power of attorney or otherwise, nor subcontract the work or any part thereof, without the previous written consent of the OWNER, and shall not either legally or equitably assign any of the monies payable under this agreement or his claim thereto, unless by and with the like consent of the OWNER and surety on the Bond.

ARTICLE 11 – TIME OF BEGINNING WORK

11.1 It is the intent of this contract to have the CONTRACTOR commence work within the city as soon as practicable upon award of the contract. However, the actual commencement date will be as stated in the Notice to Proceed and all 'date certain' milestones will be agreed upon at that time.

ARTICLE 12 – DELAY BY OWNER

12.1 The OWNER may delay the beginning of the work or any part thereof, if materials or equipment to be furnished by the OWNER are not delivered. The CONTRACTOR shall have no claim for damages on account of such delay, but shall be entitled to such additional time wherein to perform and complete this contract on his part as the ENGINEER shall certify in writing to be just.

ARTICLE 13 – TIME OF COMPLETION

13.1 The rate of progress shall be such that work shall be performed and completed in accordance with the terms of this contract.

13.2 It is agreed that the rate of progress herein required has been purposely made slow enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays, inclement weather and accidents, and occurrences of such will not relieve the CONTRACTOR from the necessity of maintaining the rate of progress.

13.3 If delays are caused by acts of god, acts of government or State, strikes, extra work, floods or their contingencies clearly beyond the control or responsibilities of the CONTRACTOR, the CONTRACTOR shall be entitled to as much additional time wherein to perform and complete this contract on his part as the OWNER may grant, after certification thereto by the ENGINEER. The ENGINEER may also delete the work entirely due to unforeseen conditions.

13.4 The CONTRACTOR shall provide a schedule to be approved by the ENGINEER. Changes to the schedule should only be made through written documentation. The CONTRACTOR agrees to exercise diligence in the performance of its services consistent with the agreed upon schedule, subject, however, to the generally accepted standards of care for performance of such services.

13.5 If the schedule cannot be met as outlined, the OWNER will impose penalties in the following amount:

The basis on whether a penalty is imposed is solely at the discretion of the OWNER. The OWNER has the right to waive assessment of the penalties specified above for the following reasons:

- a) If the CONTRACTOR has begun work and there is mechanical failure to a vital piece of equipment and another can not be brought to the site in a timely fashion.
- b) Weather conditions are such that work cannot be completed in a manner that is in accordance with NHDOT specifications, provided that the work is completed the first business day in which the work can be completed in weather conditions that are in compliance with Paragraph 3.5.2 of Section 401 of NHDOT specifications.
- c) The OWNER has changed the schedule at its sole discretion because it was deemed by the OWNER to be in its self-interest to do so. The OWNER will notify the CONTRACTOR of such occurrences as soon as they are known.

However, if work has begun and is stopped for any reason (including acts of god) the CONTRACTOR is required to take all necessary care to ensure the public safety at all times, (satisfactory to the OWNER), at its own expense. Failure to ensure the public safety (including maintaining reclaimed roadways) may be deemed a breach of contract.

ARTICLE 14 – NIGHT AND SUNDAY WORK

14.1 Night work shall be priced into the work and is expected to be performed on all streets listed with an asterisk (*). Night work traffic impacts shall begin at 9:00 PM and traffic impacts shall commence before 6:00 AM.

14.2 Night work is permitted Sunday thru Thursday.

ARTICLE 15 – EMPLOY COMPETENT PERSONS

15.1 The CONTRACTOR shall employ only competent persons to do the work, and whenever the ENGINEER shall notify the CONTRACTOR in writing that any such persons on the work is, in his opinion, incompetent, such persons shall be discharged from the work and shall not again be employed on it, except with the consent of the ENGINEER.

ARTICLE 16 – LABOR AND EQUIPMENT

16.1 If in the opinion of the ENGINEER the CONTRACTOR is not employing sufficient labor or equipment to complete the contract within the time specified the ENGINEER may, after giving written notice, require said CONTRACTOR to employ such additional labor and equipment as may be necessary to enable said work to properly progress.

Failure of the CONTRACTOR to comply in the request of the ENGINEER shall be considered a violation of this contract.

16.2 Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product or equipment and does not meet the specified experience period, may be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of the equipment or materials in the event of failure.

ARTICLE 17 – LIQUORS AND DRUGS

17.1 The CONTRACTOR shall not sell and shall neither permit nor allow the use of intoxicating liquors or drugs or other materials upon or about the work in this contract.

ARTICLE 18 – ACCESS TO WORK

18.1 The OWNER reserves the right if in his opinion, public health, safety and welfare are jeopardized, to access the work and if necessary to employ forces, not a party to this contract for the correction of hazards or defects in the work performed by the CONTRACTOR and the costs and or performance of such work shall be set forth in Article 27.

ARTICLE 19 – EXAMINATION OF WORK

19.1 The ENGINEER shall be furnished with every reasonable facility for ascertaining that the work is in accordance with the requirements and intention of this contract, even to the extent of uncovering portions of the work.

ARTICLE 20 – DEFECTIVE WORK

20.1 The inspection of the work shall not relieve the CONTRACTOR of any of his obligations to fulfill his contract as herein prescribed and defective work shall be made good and unsuitable material shall be rejected, notwithstanding that such work and materials have been previously overlooked by the ENGINEER and accepted or estimated for payment. If any portions of the work are found to be defective before the final acceptance of the whole work, the CONTRACTOR shall forthwith make good such defects in a manner satisfactory to the ENGINEER, and if any material brought upon the ground for use in the work shall be condemned by the ENGINEER as unsuitable or not in conformity with the specifications the CONTRACTOR shall forthwith remove such materials from the vicinity of the work and make good areas of uncertainty and replaced at the CONTRACTOR's expense to the satisfaction of the ENGINEER.

ARTICLE 21 – MISTAKES OF CONTRACTORS

21.1 The CONTRACTOR shall pay the OWNER, all expenses, losses, and damages as determined by the ENGINEER incurred in consequence of any defect, omission or mistake of the CONTRACTOR or the making good thereof.

ARTICLE 22 – RIGHT TO MATERIALS

22.1 Nothing in this contract shall be constructed as vesting in the CONTRACTOR any right of property to existing materials or any used materials after they have been affixed to the work.

ARTICLE 23 – LIMITATIONS OF WORK

23.1 Should the CONTRACTOR consider himself entitled to extra compensation on account of alterations or changes he shall notify the OWNER by making his claim in writing.

23.2 Should, in the opinion of the ENGINEER any contemplated change in the quantities of the work or alterations thereof, materially change the character of the work or any part thereof, or materially affect the compensation of the same, then the work shall be considered extra work.

ARTICLE 24 – EXTRA WORK

24.1 The CONTRACTOR shall perform work incidental to the proper completion of the contract. The amount of compensation to be paid to the CONTRACTOR for extra work shall be determined as one of the following:

24.1.1 By unit prices, if any as set forth in the contract.

24.1.2 If no unit prices are set forth, then by unit prices subsequently agreed upon by Owner and Contractor or by lump sum mutually agreed by the OWNER and the CONTRACTOR; or

24.1.3 If no unit prices are set forth and if the parties cannot agree upon unit prices or a lump sum then by the actual net costs in money to the CONTRACTOR as approved by the ENGINEER of the materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and approved for such extra work, plus ten percent (10%).

24.2 The CONTRACTOR shall furnish itemized statements of costs and tasks associated with each street and submit to the ENGINEER the accounts, bills and vouchers relating thereto.

24.3 The fair rental value of all machinery shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment", as published by the Associated Equipment Distributors or similar publication.

24.4 In the case of extra work performed by subcontractors whether under the specific contract items provided, or otherwise approved by the ENGINEER the ten percent (10%) added to the reasonable costs of the work will be allowed only to the subcontractor. On such work, an additional five percent (5%) of the reasonable costs

(before adoption of ten percent) will be paid to the CONTRACTOR for his work in directing the operations of the subcontractor.

ARTICLE 25 – EXTRA TIME

25.1 When extra work is ordered during the progress of work, which required, in the opinion of the ENGINEER, an unavoidable increase of time for the completion of the contract a suitable extension of completion shall be made, only upon approval of the OWNER.

ARTICLE 26 – CLAIMS FOR DAMAGES

26.1 If the CONTRACTOR claims compensation for any damages for work performed or material furnished in accordance with the terms of this contract or for any other cause, he shall promptly, after sustaining of any damage, make a written statement of the damage sustained, to the OWNER and shall on or before the fifteenth day of the month following that in which the damage shall have been sustained, file with the OWNER an itemized statement of the details and the amount of damage. Unless such statement is made, his claim for compensation shall be forfeited and invalidated and shall not be entitled to payment on account of any such damage.

ARTICLE 27 – ABANDONMENT OF WORK

27.1 If the work to be done under this contract shall be abandoned, or if this contract or any part thereof shall be sublet without consent by the OWNER or the rate of progress is unreasonably delayed or that the CONTRACTOR has violated any of the provisions of this contract, the OWNER may notify the CONTRACTOR by a written order, with a copy mailed to the home office of the Surety, to discontinue all work or any part thereof and the OWNER may thereupon by contract or otherwise as it may determine, complete the work and charge the entire expense of completing the work; and for such completion the OWNER for itself or its CONTRACTORS may take possession of and use or cause to be used in the completion of the work, and materials, equipment, machinery, implements and tools of every description as may be found at the location of such work.

27.2 This article shall also include emergency situations where the CONTRACTOR is unable to be reached or has been unresponsive to alerts made by the ENGINEER or OWNER. Every effort shall be made by the OWNER to reach said CONTRACTOR; however; all expenses charged under this article shall be deducted and paid by the OWNER out of any monies due or to become due to the CONTRACTOR under this agreement. The OWNER shall not be held to the lowest figures for the work of completing the contract or any part thereof, all sums actually paid therefore shall be charged to the CONTRACTOR. In case the expense so charged exceeds the sum which would have been payable under this contract, the CONTRACTOR shall pay the amount of the excess to the OWNER.

ARTICLE 28 – PRICES OF WORK

281. The OWNER shall pay and the CONTRACTOR shall receive the prices stipulated in the proposal attached hereto as full compensation for everything furnished and done by the CONTRACTOR under this agreement and for faithfully completing the work.

ARTICLE 29 – MONEY MAY BE RETAINED

29.1 The OWNER may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much may be necessary therefore to the payment of expenses, losses, or damages incurred by the OWNER until all claims are settled, so much of such money as the OWNER shall be of the opinion will be required to settle all claims filed with the OWNER, its officers and agents relating to this contract. Any monies retained shall be placed in a non – interest bearing account.

ARTICLE 30 - MEASUREMENT AND PAYMENT

30.1 Any and all work necessary to complete the proposal items should be accounted for by the CONTRACTOR, if for any reason a task(s) to complete a proposal item is not included in these documents it shall be considered incidental to the proposal item. Payment Procedures are described in this Agreement and / or as determined during the Pre-construction meeting.

30.2 CONTRACTOR shall be paid according to the items in the bid schedule as successfully completed within a given pay period and with the details outlined in the contract specifications. Payment will be based on the actual amount of work accepted.

30.3 Payments to the CONTRACTOR will be made for the actual quantities put in place and accepted in accordance with the Contract Documents. At all times the CONTRACTORs units prices will govern payment, unless a penalty is assessed by the OWNER for not adhering to the agreed upon schedule. The CONTRACTOR shall accept in compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to the completed work and for performing all work including all loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until its final acceptance by the OWNER. Any retained percentage in no way shall relieve the CONTRACTOR of the obligation to repair or renew any defective parts of the construction or to be responsible for all damage due to such defects.

30.4 The City of Rochester will issue separate purchase orders using the line items defined in the Bid Schedule. The City of Rochester, intends for the awarding CONTRACTOR to bill the city directly. The municipality is responsible for paying the CONTRACTOR for services provided as specified in the contract within 45 days of approval of the pay requisition.

30.5 When alterations in the quantities of work not requiring a supplemental agreement, as herein before provided for, are ordered and performed, the CONTRACTOR shall accept payment in full at the contract price for the actual quantities of work done. No allowance will be made for anticipated profits.

30.6 Should any items contained in the bid form be found unnecessary for the proper completion of the work contracted, the OWNER may eliminate such items from the contract, and such action shall in no way invalidate the contract, and no allowance will be made for items so eliminated in making final payment to the CONTRACTOR.

30.7 Partial payments shall be made monthly as the work progresses as pay requisitions are received from the CONTRACTOR. No payments will be made for stored materials.

30.8 Final Payment will be due when the CONTRACTOR has completed all work and the CONTRACTOR has submitted all required paperwork. The quality of the work is in accordance with the Contract Documents and subject to tests as specified under these contract documents.

ARTICLE 31 – SAFETY AND HEALTH REGULATIONS

31.1 In order to protect the lives and health of his employees under the contract, the CONTRACTOR shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act; and shall maintain all accurate records in all cases of death, occupational disease and injuries requiring medical attention or causing loss of time from work, arising out of and in course of employment on Work under this Contract.

31.2 The CONTRACTOR alone is responsible for the safety, efficiency and adequacy of his plant, appliances and methods and for any damage which may result from the failure or the improper construction, maintenance or operation.

31.3 The CONTRACTOR shall comply with the requirements of the Occupational Safety and Health Act.

ARTICLE 32 – LIABILITY OF THE OWNER

32.1 No person, firm or corporation, other than the signer of this contract as CONTRACTOR has any interest hereunder and no claim shall be made or to be valid, and neither the OWNER nor any agent of the OWNER, shall be liable for or to be held to pay any money except as herein provided. The acceptance by the CONTRACTOR of the payment of the final payment shall operate as and shall be a release to the OWNER, and every agent of the OWNER, from all claims and liability to the CONTRACTOR for anything done or furnished for or relating to the work, except the claim against the OWNER for the remainder, if any thereby, of the amounts kept or retained as herein provided.

ARTICLE 33 – GUARANTY

33.1 The CONTRACTOR guarantees that the work to be done under this contract and the materials to be furnished by him for use in the construction of the same will be free from defects or flaws. This guaranty shall be for a period of one year after the date of acceptance.

33.2 It is hereby agreed and understood that this guaranty shall not include repairs made necessary, by any cause other than defective work or materials furnished by the CONTRACTOR. The CONTRACTOR shall at all times within said period of guaranty keep the surface of the ground over his work in the condition required by this contract or when directed by the ENGINEER. Should he fail to do so, the OWNER may have said work completed as described in ARTICLE 27.

ARTICLE 34 – RESPONSIBILITY FOR UTILITIES AND SERVICES

34.1 At points where the CONTRACTORs operations are adjacent to properties of railway, telegraph, telephone, and power companies or are adjacent to other property, damage to which might result in considerable expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

34.2 The CONTRACTOR shall cooperate with the OWNERs of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and the duplication of rearrangement work may be reduced to a minimum and that service rendered by those parties will not be unnecessarily interrupted.

34.3 It shall be the responsibility of the CONTRACTOR to cooperate closely with all utility companies involved and to ascertain the exact locations of all utilities prior to excavation. All existing utilities shall be protected from damage during construction and if damaged shall be repaired by the CONTRACTOR at his own expense.

ARTICLE 35 – TERMINATION

35.1 Upon fourteen calendar (14) days written notice to the CONTRACTOR, OWNER may without cause and without prejudice to any other right of remedy, elect to abandon the project and terminate the agreement. In such case, CONTRACTOR shall be paid for all work executed at the contract prices and for any expense sustained plus reasonable profit.

STATEMENT OF BIDDER'S QUALIFICATIONS

Complete the following questions relative to bidder's qualifications. All questions must be answered and the data given must be clear and comprehensive. This form must be notarized. If necessary, add separate sheets.

1. Name of Bidder:
2. Permanent Main Office Address:
3. When Incorporated:
4. Where Incorporated:
5. How many years have you been engaged in the contracting business under your present firm name?
6. Contracts on hand: (Attach list showing project title, project location, and gross amount of each contract and the approximate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete work awarded to you? YES NO
If yes, where, when and why?
9. Have you ever defaulted on a contract? YES NO
If so, where, when and why?
10. List the more important projects recently done by your company, stating approximate cost for each, the month / year completed primary OWNERS contact / telephone number.

11. List your major equipment AVAILABLE FOR THIS CONTRACT. (Attach equipment schedule if necessary.)
12. Experience in construction work similar in importance to this project.
13. With what banks do you do business? Do you grant the OWNER permission to contact this (these) institutions? YES NO
14. If your answer to Number 13 is NO, please explain why.
14. How do you intend to meet the schedule described in the Scope of Work?
15. If you intend to hire subcontractors to do any part of the work, please specify whom?

NAME OF BIDDER

BY: _____
Authorized Signature

Name

Title

STATE OF ()
() SS.
COUNTY OF ()

I, _____, a Notary Public in and for said County,
in the State aforesaid, DO HEREBY CERTIFY that

_____, personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared before me this day in
person, and acknowledged that they signed, sealed and delivered the said instrument
as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Seal this _____ day of _____, 2013.

Notary Public

My Commission Expires

NOTICE OF AWARD

To: _____

PROJECT Description: Bid #14-24 Pavement Crack sealing Projects.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

- ☐ You have been awarded the entire contract and are expected to meet the terms and schedules as stipulated in the contract documents. You will be paid according to the line item prices bid in accordance with the measurement and payment schedule described in these bid documents, unless modified by the penalty clauses of the contract for failure to meet the schedule specified unless modified in writing by a representative of the City of Rochester, NH.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and certificates of insurance within five (5) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within five (5) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2013

(OWNER)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By _____

This the _____ day of _____, 2____.

By _____

Title _____

NOTICE TO PROCEED

To:
Date:

Project: City of Rochester Bid 14-24 Crack Sealing Project

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2____, on or before _____, 2____, and you are to fully complete the WORK by December 20, 2013.

The Contract provides for an assessment of the sum of \$150 as liquidated damages for each consecutive calendar day after the established Contract completion date that the WORK remains incomplete after December 20, 2013 in addition to the penalties described in Article 13.

Dated this _____ day of _____, 2____.

(OWNER)
By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by

This the _____ day
Of _____, 2____
By _____
Title _____

SPECIFICATIONS

ITEM 1 – PAVEMENT CRACKSEALING

SPECIFICATION 1.1 – DESCRIPTION

The work shall consist of the cleaning, routing (as necessary), heating then sealing the joints and cracks in bituminous concrete pavement through crack sealing and crack filling methods within City of Rochester, NH as directed by the Engineer, "dusting" of exposed sealer to prevent "pick up" by vehicles and traffic control using appropriate devices.

It is the goal of this project to ensure that moisture – accelerated distress will not reduce the life of the pavement, all major water infiltration areas are to be sealed within the given roadway. These major sources include; transverse joints, longitudinal joints between traffic lanes and shoulder joints.

SPECIFICATION 1.2 – PAYMENT

This work shall be paid at the contract unit price per street. Cleaning, routing, heating and sealing cracks in bituminous concrete pavement complete in place and accepted, which price shall include all equipment, material, labor and work incidental thereto.

Bid prices for this item shall include mobilization and demobilization, traffic control devices, uniformed flaggers and miscellaneous work and cleanup as necessary for the successful completion of work described within these documents.

Uniformed officers, (as available) shall be used at all time during nighttime operations and shall be included / carried within each street / item.

SPECIFICATION 1.3 – MATERIALS AND METHODS

The crack sealing and filling materials shall be designed to adhere to the walls of the crack, stretch with the movement of the crack over the range of conditions and resist abrasion caused by traffic. All working cracks are to be sealed with an elastomeric with a low modulus of elasticity that will stretch easily to high elongations without fracture.

SPECIFICATION 1.3.1

A. The asphalt binder shall consist of a blend of neat asphalt binder and chemically modified rubber (CMCR) the meets or exceeds the following specifications:

- PG 64-34 or PG 70-34 after modification
- Viscosity of not more than three (3) PaS at 300 degrees Fahrenheit
- Modification at a minimum shall consist of five (5) percent CMCR and the maximum particle size for the CMCR shall be eighty (80) mesh (#80 sieve).
- The asphalt supplier shall provide testing for the neat asphalt binder and modified asphalt binder in accordance with AASHTO M320.

B. Fiber reinforcing materials shall be short – length polyester fibers having the following properties:

Length*	0.25in +0.02
Elongation at Break; ASTM D2256-90	38%
Melting Point; ASTM D3418-82	>475 Deg. F (246 C)
Crimps / Inc; ASTM D3937-90	None
Cross Section	Round
Denier; ASTM D1577-90	4.5 Nominal dpf
Tensile Strength; ASTM D2256-90	>70,000 psi
Diameter	.0085 in **
Specific Gravity; ASTM D792-91	1.32 to 1.40

*At temperatures ranging from ambient to maximum finished product mix temperature

** Within normal variations of such product

Modified asphalt –fiber compound shall be mixed at a rate of eight (8) fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute the high stress and strain concentrations that are imposed on the sealant by thermal sources and traffic loading.

The specific recommendations provided by the manufacturer of the material to be placed should be followed closely.

- Recommended application temperature is the temperature of the material at the nozzle that is recommended for optimum performance.
- Safe heating temperature is the maximum temperature that a material can be heated to before experiencing breakdown in its formulation.

Asphalt sealants shall be stored in a tank equipped with a power driven mixing or agitation equipment capable of keeping the sealant thoroughly and uniformly mixed. The stored material shall be kept from freezing in cold weather application conditions.

Mineral aggregate components shall be 100% passing the #50 mesh sieve. These components shall be natural or manufactured, consisting of clean, hard, durable, uncoated particles that are clean and free from decomposed materials, organic materials and other deleterious substances. The sieve analysis of the mineral aggregate components shall be determined in accordance with ASTM test method C136.

At least 7 days before the asphalt sealcoat placement commences, the contractor shall submit to the engineer for approval a laboratory report of tests and manufacturers certificate of compliance covering the specific materials to be used on the project.

The tests shall be performed by a laboratory capable of performing the applicable Asphalt Sealcoat Manufacturers Association (ASMA) recommended tests as set forth herein.

SPECIFICATION 1.3.2

The material used for "dusting" the exposed sealer shall be such that it prevents "pick up" by vehicular traffic and does not adversely affect the sealing properties of the sealer and is not harmful to humans or the environment. Material used is subject to the approval of the City of Rochester, NH. Any required testing shall be paid for by the City of Rochester, NH.

SPECIFICATION 1.4 – CONSTRUCTION

Traffic Control Devices shall be placed to provide sufficient advance warning to traffic and protect the public and workmen. Should traffic be restricted to one lane, properly equipped flagmen shall be used in conjunction with at least one uniformed police officer (night) and cruiser to control traffic. This shall be determined in advance and scheduled accordingly by the contractor with the City of Rochester Police Department.

The appropriate placement methods will vary according to the nature of the distress, the dimension of the crack channel, the type of crack channel (cut or uncut) and the finish requirement shall be as directed.

SPECIFICATION 1.41 – PREPARATION OF CRACKS

Crack cutting with routers or saws shall be anticipated on all existing cracks with a width greater than .75 (3/4) inches. Produce straight vertical walls (to a 1:1 ratio) 10 mm (.393"). Cracks measuring up to 1" shall have a wide flat bottom to a maximum width of 40 mm (1.575"), or a 1.5:1 ratio. The objective is to create a uniform, rectangular reservoir, centered as closely to the surrounding pavement. Care shall be taken not to damage the surrounding pavement with minimal spalls and fractures. Carbide router tips are recommended over steel bits and every effort must be made to follow the crack accurately while cutting.

The surface to receive Asphalt Sealcoat must be free of all foreign material and dry immediately prior to sealcoat application. Cleaning may be by blown air, vacuum, mechanical sweeper, washing, or other techniques as approved by the Engineer.

Deposits of grease or oil shall be cleaned by scraping, burning and/or use of approved detergents in order to promote adhesion. (Any joints or cracks not sealed within the same shift shall be re-cleaned prior to the actual sealing).

After cleaning, the areas shall be sealed with an oil seal. Oil seal shall be quick drying latex emulsion with suitable add mixtures manufactured specifically for the purpose of isolating the Asphalt Sealcoat from any residual oils, petroleum, grease or gas stained pavement. The properties of the Oil Seal shall be compatible with the Asphalt Sealant. The surface shall not have standing water prior to the application of the sealcoat.

The rubberized asphalt materials must be heated and mixed with indirect heat, agitator type kettles/melters. Application temperature shall be within specific manufactures tolerances and applied directly from the kettle through a pressure applicator hose / wand with an appropriate sealing tip.

When sealant material is to be reheated or heated in excess of 6 hours (provided the manufactures recommendations allow) the kettle shall be recharged with fresh material; amounting to at least 20% of the volume of material remaining in the kettle.

Begin the hot-pour application once the material has reached the recommended application temperature and the joints and/or cracks have been properly prepared. Maintain a consistent material temperature throughout the entire sealing process. Application of the Asphalt Sealant shall be by mechanical means using rubber faced squeegees, brooms, distributor bar/wand or combinations of these or other techniques approved by the manufacturer and by the Engineer.

Asphalt sealant shall be applied uniformly over the prescribed area in continuous parallel lines in a manner so that no ridges or uncoated areas shall exist. Joints and cracks shall be filled from the bottom up, to avoid trapping air beneath the material. Apply the material in a continuous motion, making sure to fill the channel to the proper level (flush with pavement surface). (Additional applications may be required or directed by the Engineer. The sealcoat must be thoroughly dry prior to the application of the second or subsequent coats).

The sealant shall be struck off flush with the pavement surface using squeegee or sealing shoe pressed firmly against the pavement. Only a narrow, thin 'film' of material shall be permitted on the pavement surface. The application shall be a squeegee type that 'strikes off' the hot sealant forming a thin 'band aid' on the pavement surface bridging the crack. The 'band aid' shall be no larger than 12.5 mm (1/2") wider than the width of the crack (on both sides of the crack) and 1/8" thickness. Sealant in excess of the specified thin 'film' amount shall be removed from the pavement surface and disposed of properly, at the contractor's expense.

The material shall be free of lumps and other inconsistencies. Potable water may be added for dilution as necessary per manufacturer's recommendation for consistency and spread ability but shall not exceed 10% by volume. If, after addition of the maximum allowable water volume the sealcoat is unsuitable, the materials shall be rejected and removed from the site.

Care shall be taken to ensure that the sealcoat material is kept off of all structures and appurtenances (concrete pads, curbs, light boxes, wheel stops, buildings, etc) on or surrounding the asphalt surface. Any material that is sprayed or splashed onto these structures shall be immediately removed by whatever means necessary, without damaging the structure, at the contractors own expense.

Traffic shall not be allowed on the sealant until it has cooled sufficiently and will not track. A light spray of 'Glenzoi' may be used to eliminate the tackiness of the sealant material after it has been applied. Blotting with a fine aggregate will not be allowed.

When the Asphalt Sealant is to be placed on severely weathered pavement surface with a rough texture, the inclusion of ground copper slag shall be placed with the first coat. The ground copper slag additive shall be 100% passing the #50 mesh sieve. The addition of the ground copper slag additive shall not exceed 4 lbs / gallon without the approval of the Engineer. The inclusion of the ground copper slag additive may require the addition of 1 – 3% liquid latex binder (Micro – Lock) per gallon of undiluted Asphalt Sealant or as directed by the Engineer.

The properties of the ground copper slag additive shall be determined in accordance with Cal Test 202 testing methods. The properties of the liquid latex shall be such as to be compatible with the sealcoat product, and approved by the manufacturer.

SPECIFICATION 1.5 – WHEATHER

Crack sealants are to be applied when the roadway surface temperature is a minimum of 35 degree F. The air temperature shall be 35 to 70 degrees and optimally the relative humidity below 50%.

Sealant shall not be applied when there is an imminent threat of rain, freezing temperatures, during rain, or when the surface contains standing water.

SPECIFICATION 1.6 – TRAFFIC CONTROL

It is anticipated that the contractor shall work ½ of the roadway at a time. Working full width or detours will require the Contractor to submit a written request (complete with traffic control plan) prior to the start of work.

Limit routing and crack sealing operations work to a maximum 1 mile work area.

The contractor will schedule crack sealing / traffic control operations in a sequence to provide the least amount of inconvenience possible to the traveling public.

Traffic Control is to be included in the lump sum for each street. This shall include all materials and personnel, details and or flaggers to complete the traffic control required.

Pavement Crack Sealing

Bid Specifications

Bid No. 14 - 24