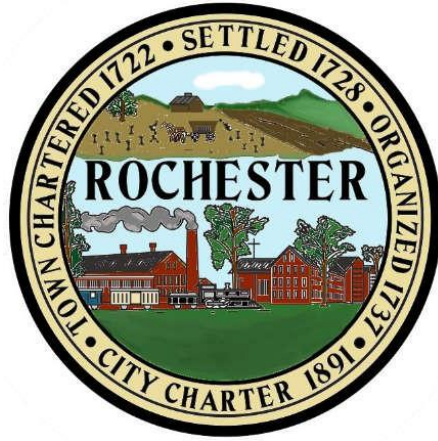


CITY OF ROCHESTER, NH
31 Wakefield St. Rochester, NH 03867
INVITATION TO BID

City of Rochester, NH is soliciting a competitive bid;

1. **BID: Bid 24-03 Concrete & Bituminous Concrete Sidewalk Construction**
2. **BID Submission Options-Hardcopy, or Electronically:**
 - a) Submit Hardcopy via USPS, FEDEX, or UPS: City of Rochester, NH, Purchasing Agent 31 Wakefield St. Rochester, NH 03867. Reference **Bid 24-03** on package. In-person drop offs are to go to the Finance Office at City Hall, 31 Wakefield Street, Rochester, NH 03867.
 - b) Submit Electronically via Email: RFP24-03@rochesternhnet.onmicrosoft.com Include in Email subject line: **Bid 24-03**. An automated email confirmation will be generated to bidder once bid has been received. It is bidder's responsibility to ensure proper email submission of bid, and to monitor for the confirmation email.
3. **Bid Receipt Date & Time:** No later than **July 12, 2023 at 5:00pm**.
4. **Bid Opening Date & Time:** **July 13, 2023 at 2:30pm**. Opening will be conducted in person in the Council Chambers, 31 Wakefield Street, Rochester, NH 03867.
5. **Bid Specifications, Questions & Addendums (Q&A):** Can be obtained by visiting <https://rochesternh.gov/bids> see **OPEN BIDS** section. Or contact City of Rochester, NH Purchasing Agent 31 Wakefield St. Rochester, NH 03867, purchasing@rochesternh.gov, 603-335-7602. Note Q&A updates will end one week prior to bid opening.
6. **Bid Results:** Results can be obtained at <https://rochesternh.gov/bids>, in **CLOSED BIDS** section. Select the specific bid to see all results, or contact Purchasing Agent.



CITY OF ROCHESTER

CONCRETE & BITUMINOUS
CONCRETE SIDEWALK
CONSTRUCTION

BID #24-03

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Agreement

SPECIFICATIONS

SECTION 1 – Removal and Disposal of Existing Sidewalk and Driveway Aprons

Specification 1.1

This work shall consist of the demolition, removal and satisfactory disposal of existing concrete and asphalt and other material pertaining to any and all new concrete sidewalk and bituminous driveway work to be constructed. All work is to be completed within the City's Right of Way. This item shall be paid by the square yard as measured in the field prior to demolition. The limit of work shall be agreed to at that time.

Specification 1.2

The Contractor shall make themselves aware of any water, sewer, gas, electric or telephone services in the area of work, and shall protect such services from damage. Any appurtenances removed during demolition shall be replaced in kind and shall be the sole responsibility of the Contractor to replace if necessary. The City shall be held harmless and does not assume the responsibility to damage of services of any kind.

Specification 1.3

The Contractor shall protect all openings resulting from demolition or removal by temporary barricades as necessary for the protection and safety of the public.

Specification 1.4

All materials that result from the demolition shall be disposed of by an approved method. Existing catch basins and drop inlet grates, manhole covers, frames and such castings shall be carefully removed and stockpiled for salvage by the City or reinstalled as directed.

SECTION 2 – Cementitious Concrete Sidewalk and ADA Accessible Tip Downs

Specification 2.1

This item shall be paid at the square yard unit price per the measured completed work.

Subbase installation shall be to a minimum depth of 9", and to a width of 5'. Preparation will also include the installation of bracing and forms that meet the required finish width of 5'. In areas where the existing sidewalk is less than 5' wide and cannot be constructed as such, the Engineer shall be required to direct the contractor to installation requirements.

Forms shall be of clean wood or metal and shall extend for the full depth of the concrete. All forms shall be straight and free of warp, and of sufficient strength to resist the pressure of the concrete without springing. Bracing and staking of forms shall be such that the forms remain in both horizontal and vertical alignment until their removal.

Specification 2.2

The subbase material shall be moistened immediately prior to the placing of the concrete. The concrete shall be Class AA – 4,000 psi with fiber mesh and shall conform to the requirements Sections 520 & 608 of the current NHDOT Standard Specifications for Road and Bridge Construction. Contractor shall furnish to the City a copy of all batch tickets.

Concrete shall be conveyed from the plant to the construction site within 90 minutes and the composition of the mix shall be uniform. The concrete shall be placed as close to its final position as practical and thoroughly consolidated, with precautions taken not to overwork while still plastic. The concrete shall be though roughly spaded along the forms to eliminate voids and honeycombs.

All transitions shall be flush and free from abrupt changes.

Concrete shall not be placed when the air temperature is below 40 degrees.

Slabs shall be separated by transverse preformed expansion joint filler 1/2 inch thick. The surface of all concrete sidewalks shall be uniformly scored into block units of not more than 40 square feet. The depth of the scoring shall be at least one quarter of the thickness of the sidewalk.

Concrete shall be finished by use of wood, or magnesium floats, by skilled concrete finishers. A fine – grained broom finish shall be applied to all concrete walkways. All outside edges and expansion or construction joints shall be edged with an edging tool having a radius of 1/4". All crack control joints shall be finished with a jointing tool.

Expansion joints shall be formed at any angles or intersections in the sidewalks around all appurtenances such as manholes, utility poles and catch basins. Preformed expansion joint filler of 1/2" thick shall be installed for the full depth of the slab.

Concrete shall cure for a minimum of 3 days. Curing compounds are not permitted unless otherwise granted. Plastic sheets and burlap or other approved materials shall be placed in close contact with the finished concrete as soon as the concrete has set sufficiently to avoid damage of the coverings. The protective covering shall be maintained vapor proof in close contact with the concrete for the entire 3 day period. All traffic shall be excluded during the curing period and the contractor shall protect the newly placed concrete from vandalism and marking. Excessively marked or defaced panels shall be replaced at no additional costs to the Owner. Damaged portions shall be saw cut and new concrete placed for the extent of the entire damaged unit or as directed.

Specification 2.3

All concrete sidewalks shall be 4" thick, except for tip downs which shall be 6" thick.

The maximum running slope of any sidewalk ramp shall be 12:1 and the maximum cross slope is 2% for flat surfaces. The slope of the landing shall not exceed 2% in any direction. The slope of curb ramps must be adjusted according to the roadway profile so as not to exceed the 12:1 maximum running slope.

When curb cuts or sidewalks are constructed or re-constructed on one side of the street, curb cuts shall also be installed on the opposite side of the street, within the pedestrian path of travel or as directed.

Specification 2.4

Protective coatings (silane / siloxane) will not be measured and shall be subsidiary to the concrete work and shall be placed according to the manufacturer's recommendations. It shall be assumed that every SY of new concrete sidewalk will have water repellent installed to its finish. Product is to be approved before application.

SECTION 3 – Bituminous Concrete Driveway Aprons

Specification 3.1

This item shall be paid at the square yard unit price per the measured completed work. This item shall consist furnishing all labor, skill, supervision, tools, equipment and materials for the installation of crushed gravel subbase material and bituminous concrete within the disturbed limits of existing driveway aprons.

Subbase installation shall be to a minimum depth of 10", and to a width to match existing driveway apron, unless directed by the Engineer. Bituminous concrete shall be placed in two lifts, 1.5" base course and 1.5" wearing course. Asphalt pavement shall be installed so as to create a smooth driveway apron from the roadway up to the edge of the right of way or driveway transition.

Specification 3.2

Bituminous concrete composition of the mixtures shall conform to the following limits:

SIEVE SIZE	PERCENTAGE BY WEIGHT PASSING
1/2"	100
3/8"	90-100
No. 4	45-75
No. 10	30-50
No. 20	17-37
No. 40	10-30
No. 80	5-20
No. 200	3-8
Asphalt Cement Percent of mixture	5.5-7.5 6-9

Specification 3.3

The bituminous paving equipment, methods of mixing and placing, and the precautions to be observed as to weather, condition of base, etc. shall be in accordance with NHDOT Standard Specifications for Road and Bridge Construction, 2016 or latest edition.

All utility structures and water boxes within the limits of work shall be set and raised to finish grade by the Contractor. Frames shall be set with the tops conforming accurately to the grade of the pavement or finished ground surface or as indicated on the drawings. Gate boxes shall be cut out and concreted as necessary in order to bring flush with the finish grade. Prices shall constitute full compensation for all costs involved in connection with and incidental to the work involved. If water gate box extensions are required, then the City will supply a riser. No payment will be made for the installation of gate box risers.

All courses shall be spread and finished to the required thickness and shall be smooth, true to the required cross section, uniform in density and texture, and free from hollows, tears, gouges,

corrugations, and other irregularities. Any workmanship determined by the ENGINEER to be below standards shall be corrected and/or replaced by the CONTRACTOR at no extra cost to the OWNER. There shall be no puddles in the driveway as a result of the contractors work.

SECTION 4 – Base Materials

Specification 4.1

Base material shall consist of crush gravel. NHDOT 304.3- shall be well graded, 95-100% shall pass the 2.5" sieve, 55-85% shall pass the 1" sieve, 27-52% shall pass the No. 4 sieve. Not more than 12% of the fraction passing the #4 sieve shall pass the #200 sieve.

Specification 4.2

The CONTRACTOR shall spread, roll and compact the base to the following requirements:

1. The CONTRACTOR shall remove from the subgrade all loam, topsoil, loose vegetable matter, stumps, and large roots and so prepare that the first layer of new material placed thereon will be well bonded to it.
2. Base material shall not be placed on a wet or frozen subgrade and shall have an in-place compacted minimum thickness of 9" for concrete sidewalks and 10" for bituminous concrete driveway aprons or bituminous concrete sidewalks.
3. The CONTRACTOR shall use a compaction technique acceptable to the ENGINEER on the base to obtain a dense, stable, thoroughly compacted mass. Areas of base not accessible to means of proper compaction with rolling equipment shall be compacted by the use of suitable power driven tampers.
4. The base shall be placed in layers not exceeding 5 inches (5") in depth. The base shall be moistened during the installation for proper compaction. Compaction shall meet or exceed the 95% optimum density.
5. The OWNER reserves the right to have sieve analyses, compaction tests and/or concrete samples analyzed by a testing lab for inspection purposes. All testing shall be at the expense of the CONTRACTOR.
6. Payment for the removal of existing materials within the area of construction shall be incorporated in the payment for installation of sidewalk.

SECTION 5 – Detectable Warning Panels

Specification 5.1

This special provision provides for the installation of handicap accessible ramp surfaces (detectable warning panels) to be in compliance with the Americans with Disabilities Act (ADA).

This work shall consist of furnishing and installing a detectable warning surface and accessories on sidewalk ramps at locations as specified herein, or as ordered, including any and all required surface preparation. Detectable warnings shall be installed at sidewalk ramps where a sidewalk crosses a vehicular way, excluding residential driveway crossings. The edge nearest the curblines shall be located six to eight inches from the face of curblines. The panel shall be centered on the ramp and the truncated domes must be installed parallel to the intended direction of travel.

Specification 5.2

The detectable warning surface shall be cast iron conforming to AASHTO M105 and AASHTO M306 as manufactured by East Jordan Iron Works, Inc., 301 Spring Street, East Jordan, Michigan 49727, www.ejiw.com or Neenah Foundry company, 2121 Brooks Ave, Neenah, Wisconsin 54956 www.NFCO.com, or equal, as approved by ENGINEER.

Nominal panel dimensions shall be two feet along the direction of travel by four feet wide

Detectable warnings shall be in full compliance with ADAAG guidelines (Title 49 DFR Transportation, Part 37.9 Standard for Accessible Transportation Facilities, Appendix A, Section 4.29.2- Detectable Warning on Walking Surfaces). The truncated dome pattern shall align properly from panel to panel if more than one panel is required.

Panels shall be set into fresh concrete before the concrete sets. Refer to manufacturer instructions.

Size of truncated domes shall be as follows: base diameter of 23 mm (0.9 in) minimum to 36 mm (1.4 in) maximum, top diameter of 50% of base diameter minimum to 65% of base diameter maximum, height of nominal 5 mm (0.2 in). Center to center spacing of truncated domes shall be 41 mm (1.6 in) minimum and 61 mm (2.4 in) maximum, and base to base spacing shall be 17 mm (0.65 in) minimum measured between the most adjacent domes.

Cast Iron panels shall have no surface coating and shall be allowed to transition to their natural patina.

SECTION 6 – Granite Curb**Specification 6.1**

This work shall consist of removing and resetting curbing as directed and shall be paid for on a LF basis or installing new granite curbing and shall be paid for on a LF basis.

Specification 6.2

Curb shall be salvaged granite. Granite shall be hard, durable, reasonably uniform in appearance, and free from weak seams. If curbing is not salvageable due to damage, cracking, excess wearing, or any other reason as determined by the ENGINEER, new curbing shall be used in its place.

Specification 6.3

Finishes and Tolerances shall conform to Section 609 in NHDOT Specifications; however, all granite put in place shall be placed to the line and grade and set in full concrete bed with 3/8" aggregate concrete only.

Existing granite curb that is not reset within the project limits shall be removed from the site and stockpiled in a location designated by the OWNER. The curb shall be carefully unloaded and stockpiled at this location to prevent damage.

No payment shall be made for reconstructing curbing portions which are unnecessarily destroyed.

SECTION 7 – Loam and Hydroseed

Specification 7.1

Loam and seed will be measured by the square yard as determined by actual surface measurements of the lengths and widths of the loamed areas to the nearest square yard.

The accepted quantities of loam and seed of the depth specified will be paid for at the contract unit price per square yard complete in place with the seed germinating and growth established to the OWNERS satisfaction.

New topsoil shall be loose, friable material without refuse or chemicals toxic to growth. Loam shall be free of stones, lumps, stumps, roots or objects greater than two (2”) inches in diameter.

Topsoil shall be obtained from approved local sources. Loam obtained from bogs or wet areas shall be unacceptable.

All grass seed shall be fresh, clean, new crop seed and shall meet the provisions of the New Hampshire Agricultural and Vegetable Seeds Law. Other seed mixtures and application rates may be utilized as recommended by USDA – Natural Resources Conservation Service, but only upon written approval from the Contract Monitors.

Specification 7.2

Make every effort to seed during optimum growing periods and to conform to the requirements below;

Seed:

GRASS MATERIALS (NHDOT PARK SEED TYPE 15 MIX)

	<u>LBS/ACRE</u>	
Creeping Red Fescue (38%)	30	
Perennial Rye Grass (25%)	20	
Red Top (6%)	5	
Kentucky Bluegrass (31%)	25	
	<hr style="width: 100%;"/>	
	80	lbs/acre

2 Application Rate: see above.

3 Lime: Calcitic or dolomitic limestone applied at a rate of 2 tons per acre (100 pounds per 1,000 square feet), if deemed necessary by the

ENGINEER. Sieve analysis shall show a minimum of 40 percent passing a No. 100 sieve; 95 percent passing a No. 8 sieve

4. Fertilizer: 10-20-20 applied at a rate of 300 pounds per acre (7 pounds per 1,000 square feet).

Seeding shall be applied by hydro-seeding method.

1. Mulch all seeded areas within 48 hours of application. Hay properly fluffed may be applied at approximately, but not in excess of, 3 tons per acre.
2. Matings, when installed on slopes, shall be installed in accordance with Section 644.3 of New Hampshire Department of Transportation Standard Specifications for Bridge and Highway Construction.

Certification of seed and fertilizer manufacturer's guaranteed analysis of materials shall be submitted in advance of starting the Work of this section.

1. Seed analysis shall cite botanical and common names of each seed of the mixture required.
2. Samples of loam to be used from on-site stockpile shall be submitted. Grass seed shall be delivered in original containers showing analysis, percentage of pure seed, year of production, net weight, germination rate and location of packaging.

All areas to be seeded shall be graded uniformly. Foreign matter, plants, roots, stones and debris shall be removed from sub grade.

Topsoil shall be applied to a minimum depth of 6". Lime and fertilizer shall be worked into the soil by raking, harrowing or dragging with a chain mat.

1. Lime shall be applied at a rate not to exceed 2 tons per acre, but generally at the direction of the Contract Monitors.
2. Fertilizer shall be applied at a minimum rate of 12 pounds per 1000 square feet.

Seed shall be applied at the recommended application rates shown.

Seed shall be applied only after 24 hours have elapsed from the time of lime application and worked into the top three (3") inches of topsoil.

Loamed areas shall be raked, rolled, and mulched as soon as possible.

Hydro-seeded areas shall be done in accordance with Section 644 of the New Hampshire Standard Specifications.

Seeding of areas shall be done between April 1 and June 1, and August 15 and October 21 whenever possible. If these windows cannot be maintained, re-seeding during these time frames will be required.

Specification 7.3

Maintain and establish lawns by watering, fertilizing, weeding, replanting and other operations as necessary. Roll, regrade and replant bare or eroded areas and mulch to provide uniformly smooth lawn. Maintain temporary protection fences as necessary to establish lawns.

Watering: Water lawns as needed. The CONTRACTOR shall contact the OWNER to review water source(s) availability and coordinate access to those source(s).

The initial mowing and trimming shall be performed by the CONTRACTOR as soon as there is enough top growth to cut with a mower set a 3" high.

Post fertilizer: Apply fertilizer to lawn after first mowing and when grass is dry, as necessary.

Specification 7.4

Remove temporary hay bale, silt fence and berms once permanent soil stabilization has taken place.

Remove unsuitable sediment and silt materials from the site and dispose of in a suitable manner.

Seeded areas shall be mulched with cured hay. When air-dried in the loose state, the contents of a representative bale shall lose not more than 15 percent of its resulting air-dry weight. It shall be free from weed seeds and foreign matter.

Restoration of growth may be accepted in parts agreeable to the Contract Monitors, provided the Work offered is complete, including maintenance. To be acceptable, a stand of grass shall show a reasonably thick, uniform stand free from sizeable areas of thin or bare spots.

The CONTRACTOR shall provide a one (1) year warranty for all restoration of growth after the date of Substantial Completion. The warranty shall provide a guarantee for the restoration area against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by the OWNER or abutting individual landowners, abnormal weather conditions unusual for warranty period, or incidents that are beyond the CONTRACTOR's control.

SECTION 8 - MAINTENANCE OF TRAFFIC

Specification 8.1

Maintenance of traffic will be measured as one total unit for the project and will be paid for in 2 partial payments.

Specification 8.2

The Contractor shall assume that the work to be performed begins at the Signal Street and Portland Street intersection and extends 200' beyond the Prospect Street and Portland Street Intersection.

The item should include all necessary devices and personnel to handle the volume of pedestrian and vehicle traffic and work to be performed shall conform to NHDOT Specification for Highways and Bridges, section 618 and 619. (The CONTRACTOR will submit for approval a traffic management plan). Tapers and lane shifts shall be such to conform with all NHDOT standards. If for any reason the OWNER / ENGINEER is of the opinion that care is not being taken to ensure public safety he may stop the work until corrective measures are taken. It is assumed that flaggers will be required on all streets, at all times (regardless of the presence of details) that work is being performed and should be carried within the item. Care should be taken to ensure all crossings are maintained and that the pedestrian public has a clear safe path of travel.

Specification 8.3

This is a unit item and will be paid out at a 50/50 rate. 50% of the amount shall be paid at the start of the work and 50% will be paid upon the completion of all the tasks within the contract.

Guard rails, curbing, drainage grates, utility boxes, signs, mailboxes, shrubs and trees in the area of the Work shall be protected, either by guarding or temporary removal and replacement. If damage occurs, repairs shall be completed using materials equal to that existing prior to construction. Repair costs for damaged items shall be the responsibility of the CONTRACTOR.

Construction in the vicinity of utilities that endangers poles, pipes or conduits shall not proceed until the respective utility has been notified. Costs incurred as a result of the CONTRACTOR's negligence or failure to cooperate with a utility shall be borne solely by the CONTRACTOR.

Fees charged for holding of poles, temporary relocation of power, support or guarding shall be paid for by the CONTRACTOR.

SECTION 9 – Bituminous Concrete Sidewalk

Specification 9.1

This work is a bid alternate and will only be awarded if the OWNER so chooses. This bid item would replace the cementitious concrete sidewalk installation work.

This Work shall include the furnishing of all labor, skill, supervision, tools, equipment, and materials for the construction of bituminous concrete sidewalks.

Specification 9.2

Bituminous concrete composition of the mixtures shall conform to the following limits:

Sieve Size	Percentage Passing by Weight	
	Binder Course	Wearing Course
1/2"	100	100
3/8"	90 – 100	100
No. 4	45 – 75	80 – 100
No. 10	30 – 50	65 – 80
No. 20	17 – 37	25 – 45
No. 40	10 – 30	20 – 33
No. 80	5 – 20	10 – 20
No. 200	3 – 8	3 – 8
Asphalt Cement (percent of mixture)	5.5 – 7.5	6 – 9

Specification 9.3

The CONTRACTOR shall supply all labor, equipment, and material as required for the proper installation of sidewalks, as herein noted, and to the location and limits as required by the OWNER. Bituminous concrete sidewalk widths shall be equal to existing widths or as specified on the plans and shall slope to match existing elevations.

Walks shall slope a minimum of 6 feet on each side of the driveway to match drive elevations. Base for the sidewalks and driveways shall be 10-inches of crushed gravel. Sidewalks and driveways shall be constructed with a 1 ½ - inch Binder Course and a 1 ½ -inch Wearing Course.

The Contractor shall make themselves aware of any irrigation, water, sewer, gas, electric or telephone services in the area of work, and shall protect such services from damage. Any apertures removed during the demolition shall be replaced in kind and shall be the sole responsibility of the contractor to replace if necessary. The City shall be held harmless and does not assume the responsibility to damage of services of any kind.

All utility structures and water boxes within the limits of work shall be set and raised to finish grade by the Contractor. Frames shall be set with the tops conforming accurately to the grade of

the pavement or finished ground surface or as indicated on the drawings. Gate boxes shall be cut out and concreted as necessary in order to bring flush with the finish grade. Prices shall constitute full compensation for all costs involved in connection with and incidental to the work involved. If water gate box extensions are required, then the City will supply a riser. No payment will be made for the installation of gate box risers.

All courses shall be spread and finished to the required thickness and shall be smooth, true to the required cross section, uniform in density and texture, and free from hollows, tears, gouges, corrugations, and other irregularities. Any workmanship determined by the ENGINEER to be below standards shall be corrected and/or replaced by the CONTRACTOR at no extra cost to the OWNER. There shall be no puddles in the driveway as a result of the contractors work.

INFORMATION FOR BIDDERS

The following is a summary of the work anticipated to be completed by **October 20, 2023**. 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. It shall be assumed by both parties that the actual quantities will differ from the estimate in the bid form.

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 section of this document, visit the location of the work (See Specification 6.2 – Maintenance of Traffic), and inform themselves of the difficulties attending the execution of the work prior to the submission of their Proposals. The CONTRACTOR shall give attention to the articles within the contract documents and definitions as well as the specifications included within.

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

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

In the event of mathematical discrepancies in the 'Bid Schedule' between the price totals and the unit price figures, the unit price figures shall control and shall be carried throughout to the 'Total Bid' total, and adjusted accordingly.

The price for each item is to include the furnishing of all materials, equipment, tools, labor, and any and all 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 data to prove equality, submit reason for change, submit 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, 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. The use of unbalanced bids is prohibited and will 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, email or telephone 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 manpower 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 superintendence.

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(s) 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". The Project is to be fully completed not later than **October 20, 2023**.

The list of quantities scheduled for Bid 24-03 do not commit the OWNER to perform the work described or to limit the work to only the quantities described.

Projects shall be awarded as funding is available. Some parts of the project may be delayed pending additional funding necessary to complete the work.

PREPARATION OF BID PROPOSAL

1. The Bidder shall submit her/his proposal upon the form(s) furnished by the City (attached). If requested in bid form the bidder shall specify a unit price, both in words and figures, for each pay items for which a quantity is given and shall also show the products of the respective unit 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 several items. The bidder shall specify a unit price for each pay item. All figures shall be in ink or typed.
2. 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 case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.
3. The bidder's proposal must be signed with 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; as a joint venture, the name and post office address of each 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.
4. All questions shall be submitted in writing to and received by the Purchasing Agent at the above address, a minimum of 7 days prior to the scheduled bid opening. The Purchasing Agent, will then forward both the question and the city's response to the question to all known prospective bidders.

IRREGULAR PROPOSALS

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

1. If the proposal is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
3. 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.
4. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.

DELIVERY OF BID PROPOSALS

When sent by mail, the sealed proposal shall be addressed to the City of Rochester, Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867. 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. Emailed or faxed bid proposals are not acceptable.

WITHDRAWAL OF BID PROPOSALS

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

PUBLIC OPENING OF BID 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.

DISQUALIFICATION OF BIDDERS

Either of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of her/his bid proposal(s):

1. Evidence of collusion among bidders.
2. Failure to supply complete information as requested by the bid specifications.

CONSIDERATION OF PROPOSALS

1. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.
2. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.
3. Bid results will be available on the website at <https://rochesternh.gov/bids>, within 48 hours of the bid opening.

AWARD OF CONTRACT

The City holds the right, in its judgment, to award the contract to the bidder, which it feels is in the best interest of the City. If a contract is to be awarded, the Contractor/Vendor selection shall be based in part on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, reference checks, project understanding, approach, ability to comply with proposed or required time to completion or performance, licensing or certification, in good standing with Federal, State and Local agencies, possession of satisfactory record of performance, cost and to a responsible and qualified bidder whose proposal complies with all the requirements prescribed as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the City of Rochester. The successful bidder will be notified, by the form mailed to the address on his proposal, that his bid has been accepted and that he has been awarded the contract. **The basis of award for this contract is the sum of the Base Bid and Alternate Bid amounts. award of the Alternate Bid work scope is dependent on adequate funding and may not be awarded.**

Base Bid Road Segment: 48 Oak Street to Tessier Drive and the continuation of bituminous concrete sidewalk on the east side of Innovation Drive to the intersection of Rochester Hill Road.

Alternate Bid Road Segment: 13 Walnut Street to 30 High Street.

CANCELLATION OF AWARD

The City 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 or other claim against the City.

BID EVALUATION

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

1. The bidder's ability, capacity, and skill to perform within the specified time limits.
2. The bidder's experience, reputation, efficiency, judgment, and integrity.
3. The quality, availability and adaptability of the supplies and materials sold.
4. The bidder's past performance.
5. The sufficiency of bidder's financial resources to fulfill the contract.
6. The bidder's ability to provide future maintenance and/or services.
7. Any other applicable factors as the City determines necessary and appropriate (such as compatibility with existing equipment).

OBTAINING BID RESULTS

Bid results will be available on the website at <https://rochesternh.gov/bids> within 48 hours of the bid opening.

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 **Bid # 24-03 Concrete & Bituminous Concrete Sidewalk Construction** 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. Bidder further agrees that at the OWNER's option, the OWNER may split the contract and award the contract to more than one bidder if the OWNER believes that the schedule set for this contract cannot be met by employing only one CONTRACTOR or is in the best interest of the City.

Bidder hereby agrees to meet the schedule, or be subject to the penalties outlined in said article if schedule is not adhered to.

Any Bidder who's Proposal shall be accepted will be required to execute the Contract within ten (10) working 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 the damages 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.

Notes:

1. The Bidder shall submit his/her proposal upon the form(s) furnished by the City. The bidder shall specify a unit price for each pay item. All figures shall be in ink or typed.
2. All prices must be written in ink or typed. In case of discrepancy between words and figures in the 'Total Bid' the words shall govern. 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.
3. 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.

24-03 BASE BID SCHEDULE
(48 Oak to Tessier Dr & Innovation Dr to Rochester Hill Rd)

No.	Item	Estimated Quantity		Price Per Unit		Total Item Price
1	Removal and Disposal of Existing Sidewalk and Driveway Aprons (includes all asphalt, concrete, and subbase material to depth)	1,218 SY	x	\$_____/SY	=	\$_____
2	Installation of Cementitious Concrete Sidewalk (includes 4" concrete, fiber mesh, and 9" crushed gravel base)	850 SY	x	\$_____/SY	=	\$_____
3	Bituminous Concrete Driveway Aprons (includes 1.5" wearing course, 1.5" base course, and 10" crushed gravel base)	420 SY	x	\$_____/SY	=	\$_____
4	ADA accessible tip downs (includes 6" of concrete and 9" of gravel base)	6 Each	x	\$_____/EA	=	\$_____
5	Detectable Warning Panels (includes installation)	6 Each	x	\$_____/EA	=	\$_____
6	Remove and Reset Existing Granite Curb	1,689 LF	x	\$_____/LF	=	\$_____
7	Installation of New Granite Curb	560 LF	x	\$_____/LF	=	\$_____
8	Loam and Hydroseed	770 SY	x	\$_____/SY	=	\$_____
9	Maintenance of Traffic	1 LS	x	\$_____/LS	=	\$_____
10	Installation of Bituminous Concrete Sidewalk (includes 3" bituminous concrete and 10" crushed gravel base)	311 SY	x	\$_____/SY	=	\$_____
TOTAL BASE BID (sum in words)						

TOTAL BASE BID (sum in figures)

**24-03 BID ALTERNATE SCHEDULE
(13 Walnut St to 30 High St)**

No.	Item	Estimated Quantity	Price Per Unit	Total Item Price
1	Removal and Disposal of Existing Sidewalk and Driveway Aprons (includes all asphalt, concrete, and subbase material to depth)	430 SY	x \$ _____ / SY	= \$ _____
2	Installation of Cementitious Concrete Sidewalk (includes 4" concrete, fiber mesh, and 9" crushed gravel base)	390 SY	x \$ _____ / SY	= \$ _____
3	Bituminous Concrete Driveway Aprons (includes 1.5" wearing course, 1.5" base course, and 10" crushed gravel base)	360 SY	x \$ _____ / SY	= \$ _____
4	ADA accessible tip downs (includes 6" of concrete and 9" of gravel base)	1 Each	x \$ _____ / EA	= \$ _____
5	Detectable Warning Panels (includes installation)	1 Each	x \$ _____ / EA	= \$ _____
6	Remove and Reset Existing Granite Curb	0 LF	x \$ _____ / LF	= \$ _____
7	Installation of New Granite Curb	0 LF	x \$ _____ / LF	= \$ _____
8	Loam and Hydroseed	530 SY	x \$ _____ / SY	= \$ _____
9	Maintenance of Traffic	1 LS	x \$ _____ / LS	= \$ _____

10 Installation of Bituminous Concrete Sidewalk (includes 3" bituminous concrete and 10" crushed gravel base) 0 SY x \$_____/SY = \$_____

TOTAL ALTERNATE BID (sum in words)

TOTAL ALTERNATE BID (sum 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 all items.

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 of bonds as required. 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 _____, 2023

Name of CONTRACTOR _____

Address:

Telephone: _____ Email: _____

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. General character of work performed by your company, please list.

8. Have you ever failed to complete work awarded to you? YES NO
9. Have you ever defaulted on a contract? YES NO

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 you intend to hire subcontractors to do any part of the work, please specify, for what trade?

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 _____, 2023

Notary Public

My Commission Expires

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 on account of the amount or character of the work or on the account of weather elements or other causes. The CONTRACTOR shall assume the defense of all claims of 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. 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,

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.

ARTICLE 4 - INTENTIONS OF DOCUMENTS

4.1 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 at the time of execution of the Contract; certificates of all insurance required hereunder and shall be reviewed prior to approval by the City of Rochester. The certificates of insurance shall contain the description of the Project, and shall state that the companies issuing insurance will endeavor to mail to the City of Rochester 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 City of Rochester, 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.

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

1. 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:

\$2,000,000.00 aggregate

2. Automobile Liability

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

3. 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 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. 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 personnel 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 subject the work or any part thereof, with-out 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 on or before **July 31, 2023**. 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.

11.2 No work shall begin on any city street before 7:00 a.m. and all daily activity shall finish before the hour of 5:00 p.m. unless prior authorization has been granted by the City.

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 so 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 meet the completion date. 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 agreed to, the OWNER will impose penalties in the amount of: 2% of the remaining work multiplied by the number of days added to the schedule for the 100% completion of the work as outlined within these documents. See Article 27 for ‘Abandonment of work’.

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:

- b) 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.
- c) Weather conditions are such that work cannot be completed in a manner that is in accordance with the specifications,
- d) 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 is generally not to be assumed.

14.2 No Sunday work is permitted, except in great emergency, to such extent that may be necessary, and only with permission of the OWNER and ENGINEER.

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 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 in not 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 in the materials used after they have been affixed to the work or the soil, but all such materials shall, upon being so attached or affixed become the property of the OWNER.

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 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 the works ordered 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;

27.3 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 FOR WORK

28.1 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 (subject to tests required 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 now 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 estimate 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 and 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 and refill settlement or erosion due to any cause whatsoever during the work 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 CONTRACTOR's 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 owner 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 (5%) profit.

NOTICE OF AWARD

To: _____

PROJECT Description: Bid 24-03 Concrete & Bituminous Concrete Sidewalk Construction.

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.

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 _____, 2023

(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, NH 03867

Bid 24-03 Concrete & Bituminous Concrete Sidewalk Construction

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2023, on or before _____, 2023, and The date of completion of all WORK is therefore _____, 2023.

Dated this _____ day of _____, 2023.

(OWNER)
By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

This the _____ day Of _____, 2023

By _____
Title _____

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 _____ 2023, a copy of which is hereto attached and made a part hereof for the construction of **Bid 24-03 Concrete & Bituminous Concrete Sidewalk Construction.**

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
_____ 2023.

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 _____ 2023, a copy of which is hereto attached and made a part hereof Bid **24-03 Concrete & Bituminous Concrete Sidewalk Construction**.

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 _____ 2023.

ATTEST:

(Principal)

(Principal Secretary)

By: _____

(SEAL)

(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 _____, 2023.

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 **Bid 24-03 Concrete & Bituminous Concrete Sidewalk Construction**.

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 _____, 2023 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 24-03 Concrete & Bituminous Concrete Sidewalk Construction.**, 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.
5. 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.
6. The term "CONTRACT DOCUMENTS" means all documents contained in the Bid 24-03 opening date of **07/13/2023** and the following addenda:

- No. _____ dated _____, 2023.
- No. _____ dated _____, 2023.
- No. _____ dated _____, 2023.
- No. _____ dated _____, 2023.
- No. _____ dated _____, 2023.
- No. _____ dated _____, 2023.

7. 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.
8. The OWNER may at its sole option add more work within the time frame of this contract. The OWNER consults with the CONTRACTOR to set a schedule for the added work. 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.
9. 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.

OWNER:
FOR THE CITY OF ROCHESTER

(SEAL)

ATTEST:

By _____

Name _____

Name _____

Title _____

CONTRACTOR:

(SEAL)

Name _____

By _____

Title _____

Name _____

Address _____
