

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 24-35 Pavement & Highway Improvements Project**
2. **BID Submission Options-Hardcopy, or Electronically:**
 - a) Submit Hardcopy via USPS, FEDEX, or UPS: City of Rochester, NH, Purchasing Agent Wakefield St. Rochester, NH 03867. Reference **Bid 24-35** 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: RFP24-35@rochesternhnet.onmicrosoft.com
Include in Email subject line: **Bid 24-35** 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 **April 17, 2024 at 5:00pm.**
4. **Bid Opening Date & Time:** **April 18, 2024 at 2:30pm.** Opening will be conducted in person in the Council Chambers, 31 Wakefield Street, Rochester, NH 03867.
- 5.
6. **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.
7. **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.

FY2024 Pavement & Highway Improvement Project

Bid Documents and
Technical Specifications

Bid #24-35

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Scope of Work

The following projects are considered for the work associated with this bid and are approximate quantities. The schedule does not commit the OWNER to perform the work described or to limit the work to only those projects described below. The OWNER reserves the right to change project scopes. The OWNER reserves the right to extend the contract annually, for up to three (3) additional years, and work with the CONTRACTOR to extend bid pricing based on new quantities.

Substantial Completion of the project shall include all work associated with the Projects detailed below in Table 1 and Table 2 below by September 18, 2024. Final Completion shall include loam/seed and any punch list items of all roads included in the work shall be by October 18, 2024.

Failure to meet the Substantial and Final Completion dates shall result in liquidated damages as detailed in Article 13 of the Contract Documents section of this bid.

Table 1: Full Width Cold Planing (Mill) and Hot Mix Asphalt Overlay

STREET SECTION	Area (SY)	Overlay Course (IN)
Columbus Ave (250' North of Linscott Ct to Wakefield St)	1,000	2
Give Circle (Anderson Ln to End)	1,512	2

Table 2: Full Depth Reclamation and Pave

STREET SECTION	Area (SY)	Wear Course (IN)	Binder Course (IN)
Old Dover Rd (Columbus Ave to Meadow Ln)	13,745	2	3
Shady Hill Dr (Pickering Rd to End)	4,850	1.5	2.5
Brickyard Dr Intersection with Pickering Rd	450	1.5	2.5
Thomas St-Yvonne St-Darrel St-Evergreen Ln (Neighborhood)	9,150	1.5	2.5
Sidney St – Young St (Charles St – Broad St)	2,300	1.5	2.5
<u>Table 2: Full Depth Reclamation and Pave (cont.)</u>			
Street Section	Area	Wear	Binder

	(SY)	Course (IN)	Course (IN)
Lamy Rd (Oak St to End)	2,100	1.5	2.5
Snow St-Amanda St (17 Hale St to Link St)	1,830	1.5	2.5
Mandela Dr (Whitehall Rd to End)	3,240	1.5	2.5
Cove Ct (N. Main St to End)	1,170	1.5	2.5
Haskell Ave (Winter St to End)	970	1.5	2.5

INSTRUCTION TO BIDDERS

- I. PREPARATION OF BID PROPOSAL**
- II. IRREGULAR PROPOSALS**
- III. DELIVERY OF PROPOSALS**
- IV. ELECTRONIC BID FORMAT**
- V. WITHDRAWAL OF BID PROPOSAL**
- VI. PUBLIC OPENING OF BID PROPOSAL**
- VII. DISQUALIFICATION OF BIDDERS**
- VIII. CONSIDERATION OF PROPOSALS**
- IX. AWARD OF CONTRACT**
- X. CANCELLATION OF AWARD**
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- XXII. GUARANTEE OF WORK**
- XXIII. DEFAULT & TERMINATION OF CONTRACT**
- XXIV. OPENING BID RESULTS**
- XXV. BID FORM**

I. PREPARATION OF BID PROPOSAL

1. The Bidder shall submit her/his proposal upon the form(s) furnished by the City (attached). 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 an individual authorized by company to execute the proposal. Required information shall be name of authorized individual, title of individual, legal business name, address, email, and telephone number.
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.

II. 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.

III. 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. Faxed bid proposals are not acceptable.

IV. ELECTRONIC BIDS: Due to Covid-19 the City of Rochester has incorporated an electronic bid process. If an electronic format is to be utilized specific submission instructions will be identified in the bid cover page.

V. 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.

VI. 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.

VII. 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.

VIII. 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 www.rochesternh.gov within 48 hours of the bid opening.

IX. 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.

X. 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.

XI. 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).

XII. CONDITIONS AT SITE

Bidders shall be responsible for having ascertained pertinent local conditions, such as: location, accessibility and general character of the site. The character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of the submission of her/his bid.

XIII. LAWS, PERMITS AND REGULATIONS

1. The Contractor shall obtain and pay for all licenses and permits as may be required of him by law, and shall pay for all fees and charges for connection to outside services, and use of property other than the site of the work for storage of materials or other purposes.
2. The Contractor shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder, including building code requirements. If the Contractor ascertains at any time that any requirement of this Contract is at variance with applicable laws, ordinances, regulations or building code requirements, she/he shall promptly notify the City of Rochester in writing.

XIV. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

1. The Contractor shall deliver with bid documents; certificates of all insurance required hereunder. The certificate 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.

2. The City of Rochester, NH shall be listed as additional insured on all the Certificates of Insurance.
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.
4. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Department of Public Works, and the Contract approved by the City Manager.
 - a. Workmen's Compensation Insurance
Limit of Liability - \$100,000.00 per accident
 - b. Commercial General Liability
Limits of Liability
Bodily Injury: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate
Property Damage: \$500,000.00 per occurrence, \$200,000.00 aggregate
Combined Single Limit, Bodily Injury and Property Damage:
\$2,000,000.00 aggregate
 - c. Automobile Liability
Limits of Liability - \$500,000.00 per accident.
 - d. The Contractor shall indemnify, defend, and save harmless the City of Rochester and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said City of Rochester, its agents, employees or others.

XV. 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.

XVI. SUBCONTRACTS

1. Nothing contained in the Specifications or Drawings shall be construed as creating any contractual relationship between any Subcontractor and the City of Rochester. The Division or Sections of the Specifications are not intended to control the Contractor in dividing the work among Subcontractors or to limit the work performed by any trade.
2. The Contractor shall be as fully responsible to the City of Rochester for the acts and omissions of Subcontractors and of persons employed by her/him, as she/he is responsible for the acts and omissions of persons directly employed by her/him.

XVII. PROTECTION OF WORK AND PROPERTY

The Contractor shall, at all times, safely guard the City's property from injury or loss in connection with this Contract. She/he shall, at all times, safely guard and protect her/his own work and that of adjacent property from damage. All passageways, guard fences, lights and other facilities required for protection by State or Municipal laws, regulations and local conditions must be provided and maintained.

XVIII. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

1. To take every precaution against injuries to persons or damage to property;
2. To comply with the regulations governing the operations of premises which are occupied and to perform his Contract in such a manner as not to interrupt or interfere with the operation of the Institution;
3. To perform any work necessary to be performed after working hours or on Sunday or legal holidays without additional expense to the City, but only when requested to do so by the City;
4. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
5. Daily to clean up and legally dispose of (away from the site), all refuse, rubbish, scrap materials and debris caused by his operation. Including milk cartons, paper cups and food wrappings left by his employees, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
6. All work shall be executed in a workmanlike manner by experienced mechanics in accordance with the most modern mechanical practice and shall represent a neat appearance when completed.

XIX. MATERIALS AND WORKMANSHIP

1. Unless otherwise specified, all materials and equipment incorporated into the work under the Contract shall be new. All workmanship shall be first class and by persons qualified in their respective trades.
2. Where the use of optional materials or construction method is approved, the requirements for workmanship, fabrication and installation indicated for the prime material or construction method shall apply wherever applicable. Required and necessary modifications and adjustments resulting from the substitution or use of an optional material or construction method shall be made at no additional cost to the City.

XX. STANDARDS

1. Materials specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal Specification, Department's Standard Specifications, a trade association standard or other similar standard. Shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of advertisement, except as limited to type, class or grade or modified in such reference.
2. Reference in the Specifications to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. In such cases the Contractor may, at his option, use any articles, device, product, material fixture, form or type of construction that, in the judgment of the City expressed in writing to all Bidders before opening of bids as an addendum, is an acceptable substitute to the specified.
3. Substitution During Bid Time: Whenever any particular brand or make of material or apparatus is called for in the Specifications, a Bidder's Proposal must be based upon such material or apparatus, or upon a brand or make which has been specifically approved as a substitution in an Addendum issued to all Bidders during the bidding time.
4. The intent is that the brand or make of material or apparatus that is called for herein establishes a standard of excellence that, in the opinion of the Consultant and Engineer, is necessary for this particular Project.
5. Substitution After Bid Opening: No substitutions will be considered after bids have been opened unless necessary due to strikes, lockouts, bankruptcy or discontinuance of manufacture, etc. In such cases, the Contractor shall apply to the City, in writing within ten (10) days of his realizing his inability to furnish the article specified, describing completely the substitution he desires to make.

XXI. EXTRAS

Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the Director of Public Works has ordered the same, in writing.

XXII. GUARANTEE OF WORK

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the Date of Final Acceptance.
2. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
3. In any case, wherein fulfilling the requirements of the Contract or of any guarantee, should the Contractor disturb any work guaranteed under another contract, the Contractor shall restore such disturbed work to a condition satisfactory to the Director of Public Works. And guarantee such restored work to the same extent as it was guaranteed under such other contracts.
4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the City of Rochester may have the defects corrected and the Contractor shall be liable for all expense incurred.
5. All special guarantees applicable to definite parts of the work that may be stipulated in the Specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

XXIII. DEFAULT AND TERMINATION OF CONTRACT

If the Contractor:

1. Fails to begin work under Contract within the time specified in the notice to proceed; or
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to assume prompt completion of said work; or
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable; or
4. Discontinues the prosecution of the work; or
5. Fails to resume work, which has been discontinued, within the time frames included in specifications; or
6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency; or
7. Makes an assignment for the benefit of creditors; or
8. For any other causes whatsoever, fails to carry on the work in an acceptable manner the City of Rochester will give notice, in writing, to the Contractor for such delay, neglect, and default.

If the Contractor does not proceed in accordance with the Notice, then the City of Rochester will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the Contractor. The City of Rochester may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in the City's opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the City of Rochester as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be

deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the City of Rochester the amount of such excess.

XXIV. OBTAINING BID RESULTS

Bid results will be available on the website at www.rochesternh.net within 48 hours of the bid opening.

INFORMATION FOR BIDDERS

The City of Rochester, New Hampshire, (OWNER) will accept sealed bids at the Business Office, 31 Wakefield Street, Rochester, New Hampshire until 2:30 PM (local time) on April 18, 2024 at which time the acceptance of bids will be closed. All bids received will be opened and read aloud at 3:00 p.m. The envelopes containing the bids must be sealed and designated as CITY OF ROCHESTER 2024 PAVEMENT & HIGHWAY IMPROVEMENT PROJECT – Bid 24-35. The bid opening shall be public and open to all parties.

The terms and conditions of the contract are found within these documents.

The Contract Documents request proposals for a General Contractor individual contract. The intent is to allow the OWNER to evaluate 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 estimated bid form and that items within the contract are required to perform a wide range of applications that may or not be performed in the specific locations referenced within this particular document.

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 shall examine and become thoroughly familiar with the Contract Documents and inform themselves of the difficulties attending the execution of the work prior to the submission of their Proposals.

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: 1) has the ability, skill, integrity and experience in this class of work and 2) has sufficient capital to enable the successful and complete execution of this contract within the specified time and 3) is on the NHDOT pre-qualified list for this type of work.

In determining the skill, ability, and integrity of the responsible and eligible Bidders the following elements will be considered whether the Bidder has; 1) previously defaulted on, failed to perform properly, or failed to complete on time contracts of similar nature; 2) habitually and without just cause neglected payment for material or to employees; 3) a permanent place of business; 4) adequate plant and equipment to do the Work properly; 5) a suitable financial status to meet the obligations incident to the Work; 6) appropriate technical experience; 7) labor force that can work in harmony with all other elements of labor employed; 8) sufficient bonding capacity; and, 9) adequate and consistent superintendence [the project will require one (1) project manager and one (1) superintendent to be assigned to the project throughout its duration].

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 and proof of NHDOT pre-qualification.

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

The OWNER reserves the right to reject any or all Proposals for any reason, or to accept any bid which it deems to be in its best interest. Any Proposal which is incomplete, obscure, or irregular, may be rejected. Any proposal having erasures may be rejected. Any Proposal that omits a bid on any one or more items may be rejected. 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.

The Bidder may not modify its Proposal once submitted. However, at any time prior to the date and time bids are due, a bidder shall be able to withdraw its proposal and provide a new sealed Proposal for submittal.

Within thirty (30) days after opening the Proposals, the OWNER will prepare a Notice of Intent to Award or a Notice of Award signed by a duly authorized representative of the OWNER. Notice of Award shall be formal acceptance of the Proposal and will be made in writing to the successful Bidder. The Notice of Award shall bind the successful Bidder to execute the Contract.

Bidders shall hold their pricing for 60 days after formal submission of bid.

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 the Bond.

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

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

BID BOND

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

As Principal, and

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

Signed, this _____ day of _____, 20_____.

The Condition of the above obligation is such that whereas the Principal has submitted to The City of Rochester a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the 2024 Pavement & Highway Improvement Project 24-35.

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.

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder:

2. Permanent Main Office Address:

3. When Incorporated:

4. Where Incorporated:

5. How many years have you been engaged in the contracting business under your present firm name?

6. Contracts on hand: (Attach list showing project title, project location, and gross amount of each contract and the approximate anticipated dates of completion.)

7. General character of work performed by your company.

8. Have you ever failed to complete work awarded to you? YES NO
If yes, where, when and why?

9. Have you ever defaulted on a contract? YES NO
If so, where, when and why?

10. List the more important projects recently done by your company, stating approximate cost for each, the month / year completed primary OWNERS contact / telephone number.

11. List your major equipment AVAILABLE FOR THIS CONTRACT. (Attach equipment schedule if necessary.)

12. Experience in construction work similar in importance to this project.

13. With what banks do you do business? Do you grant the OWNER permission to contact this (these) institutions? YES NO

If your answer to Number 13 is NO, please explain why.

14. How do you intend to meet the schedule described in the Scope of Work?

15. If you intend to hire subcontractors to do any part of the work, please specify whom?

16. List the name and contact information for the Project Manager, who will not change throughout the duration of the WORK.

17. List the name and contact information for the Site Superintendent (Site Foreman), who will not change throughout the duration of the WORK.

18. Proof of NHDOT pre-qualification included with this bid? YES NO

NAME OF BIDDER: _____

BY: _____
Authorized Signature

Name

Title

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

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

GIVEN under my hand and Seal this _____ day of _____, 20__.

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 General 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 whatever 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 Local, State or Federal regulations required to be followed by the CONTRACTOR, employees, subcontractors and agents. Job site safety shall be the responsibility of the CONTRACTOR at all times.

ARTICLE 3 - ENGINEER TO DECIDE

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

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

ARTICLE 4 - INTENTIONS OF DOCUMENTS

4.1 The 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 project manager or superintendent. Delays in the work due to the absence of the CONTRACTOR or their representative(s) shall not constitute reason for extension of time for completion. The ENGINEER shall be notified at least 24 hours in advance for and 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, the interpretation and 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 them. 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.

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 thru the purchasing department at least ten (10) 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 an Addenda to address all questions received and answers provided. At least three (3) working 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 – INSURANCE

8.1 Indemnification

- 8.1.1 The CONTRACTOR shall indemnify and hold harmless the OWNER against all claims, damages, losses and expenses including attorneys fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR, whose acts may be liable, regardless of whether or not is caused in part by a part by a party indemnified hereunder.
- 8.1.2 In any and all claims against the OWNER, or its employees by any employee of the CONTRACTOR, or anyone directly or indirectly employed the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under workman's compensation acts, disability benefits acts or other employee benefit acts.

8.2 Insurance

- 8.2.1 Workers Compensation Insurance to cover its employees and CONTRACTOR shall require all subcontractors similarly to provide workers compensation insurance as required by the State of NH for all of the subcontractors' employees. All workers compensation policies shall be endorsed with the following language: "This policy shall not be canceled without first giving thirty (30) days prior notice to the OWNER by certified mail."
 - 8.2.2 Comprehensive general liability insurance: Personnel injury and property damage insurance for all activities of the CONTRACTOR and its subcontractors arising out of or in connection with this contract, written on a broad form comprehensive general liability basis in an amount no less than \$2,000,000 combined single limit personnel injury and property damage for each occurrence.
 - 8.2.3 Motor Vehicle Insurance: The CONTRACTOR shall provide motor vehicle insurance to include bodily injury, property damage, uninsured motorists, and employer's non ownership coverage in an amount no less than \$1,000,000 combined single limit on an occurrence basis. Coverage shall also include medical payments of at least \$1,000.
- 8.3 The insurance provided herein is to be primary, and no insurance held or owned by the City shall be called upon to contribute to a loss.
- 8.4 A copy of the required policy endorsements shall be attached to each certificate submitted.

ARTICLE 9 – COMPLIANCE WITH LAWS

9.1 The CONTRACTOR at all times, themselves, 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 their personnel attention constantly to the faithful prosecution of the work, shall keep the same under their 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 – COMMENCEMENT OF WORK

11.1 It is the intent of this contract to have the CONTRACTOR commence work within the city on or before April 15, 2019. However, the actual commencement date will be as stated in the Notice to Proceed and all 'date certain' milestones will be agreed upon at that time.

ARTICLE 12 – DELAY BY OWNER

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

ARTICLE 13 – TIME OF COMPLETION

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

13.2 It is agreed that the rate of progress herein required has been purposely made slow enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays (inclement weather, accidents, etc) 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, extra work, or contingencies clearly beyond the control or responsibilities of the CONTRACTOR, the CONTRACTOR shall be entitled to 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 milestones depicted within this document. 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 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.

13.6 If the CONTRACTOR fails to complete with work by the Substantial and Final completion dates detailed in the Scope of Work and the Notice to Proceed, the CONTRACTOR shall be subject to liquidated damages of \$750 per day.

ARTICLE 14 – TIMES OF WORK

14.1 Night work is generally not to be assumed, however, may be requested by the OWNER or CONTRACTOR. See Item 5 of the specification for details.

14.2 Normal working hours are Monday through Friday from 7am to 7pm excluding City Holidays. Work on Saturdays or City Holidays is only allowed with prior approval from the OWNER. No Sunday work is permitted, except in an emergency, and only to such extent that is it absolutely necessary.

ARTICLE 15 – EMPLOY COMPETENT PERSONS

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

ARTICLE 16 – LABOR AND EQUIPMENT

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

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

ARTICLE 17 – LIQUORS AND DRUGS

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

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 remove such materials from the vicinity of the work and make good areas of uncertainty 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 any of the materials removed (castings, reclaim, etc) or placed once having been affixed to the work or the soil, but all such materials shall, upon being so removed, 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 "The AED Green Book", as published by the Associated Equipment Distributors or a similar publication agreed upon by the OWNER and the

CONTRACTOR.

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.

24.5 The OWNER and CONTRACTOR may agree to extend this contract for an extent to be agreed upon, however for no more than three (3) additional years.

24.6 The relocation or resetting of existing items such as mailboxes, roadway signs, culverts, or any other items located within the right-of-way that are required to be moved for the completion of the work shall be considered incidental to the work and will not be paid for unless previously agreed to by the OWNER.

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. No action during emergency situations may be considered a breach of contract, however;

27.2a 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; (including emergency response) all sums actually paid therefore shall be charged to the CONTRACTOR. In case the expense so charged are less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, the CONTRACTOR shall be entitled to the difference; and in case such expenses shall exceed the said sum, the CONTRACTOR shall pay the amount of the excess to the OWNER.

ARTICLE 28 – PRICES OF 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.

28.2 The asphalt escalation line item shall be calculated based on the most up to date article published on the NHDOT website titled “Asphalt Cement Adjustment” or any approved similar article. This publication can be found at the following website:

The **monthly price*** of asphalt cement used to determine the Asphalt Cement Adjustment will be furnished by the Department and will be posted on the NHDOT web site (www.dot.nh.gov/about-nhdot/divisions-bureaus-districts/highway-design/highway-standard-specifications/special).

ARTICLE 29 – MONEY MAY BE RETAINED

29.1 The OWNER may keep (5%) 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 or final acceptance of the work. Monies retained shall be placed in a non – interest bearing account for no more than 1 year after final acceptance of the work.

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. 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, intends for the awarding CONTRACTOR to bill the City directly. The municipality is responsible for paying the CONTRACTOR for services or values as specified in the contract within 45 days of receipt of the agreed upon 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 as the work progresses as pay requisitions are received from the CONTRACTOR. No payments will be made for stored materials within this contract.

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 _____ 20__.

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.

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 – GUARANTEE

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

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

34.3 It shall be the responsibility of the CONTRACTOR to cooperate closely with all utility companies involved and to ascertain the exact locations of all utilities prior to excavation. All existing utilities including but not limited to: sewers, drains, water transmissions, valves shall be protected from damage during construction and if damaged or become inoperable, they shall be repaired by the CONTRACTOR at his own expense.

ARTICLE 35 – TERMINATION

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

ARTICLE 36 – PROJECT MANAGEMENT

36.1 The CONTRACTOR shall list in “Statement of Bidder Qualifications” the one person who shall act as the project manager and the one person who shall act as the field superintendent or foreman. The listed persons shall be the primary AND ONLY contacts throughout the project for the OWNER and these listed persons shall not change throughout the project.

NOTICE OF AWARD

To: _____

PROJECT Description: FY2024 Pavement & Highway Capital Improvement Project 24-35.

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 _____, 20__.

(OWNER)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By

This the _____ day of _____.

By

Title

NOTICE TO PROCEED

To:
Date:
Project:
City of Rochester FY2024 Pavement & Highway Improvement Project 24-35.

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20____.

Substantial Completion: September 13th, 2019.

Final Completion: June 30th, 2020.

The Contract provides for an assessment of the sum of \$750 as liquidated damages for each consecutive calendar day after the established Contract Substantial and Final Completion dates that the WORK remains incomplete in addition to the penalties described in Section 108 of the NHDOT Standards Specifications for Roads and Bridges.

Dated this _____ day of _____, 20__.

(OWNER)
By _____
Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
Is hereby acknowledged by

This the _____ day
Of _____, 20__

By _____
Title _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__
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 2019 Pavement & Highway Improvement Project 19-31, hereafter called the PROJECT, as shown in the Notice to Proceed and as specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS after the date of the NOTICE TO PROCEED and will complete according to the schedule herein,
4. The CONTRACTOR hereby agrees to meet the schedule, or be subject to the penalties outlined within these documents if the schedule is not adhered to.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means all documents contained in the 2019 Pavement & Highway Improvement Project 19-31 dated 2/22/19 and the following addenda:

- No. _____ dated _____, 20 .
- No. _____ dated _____, 20 .
- No. _____ dated _____, 20 .
- No. _____ dated _____, 20 .
- No. _____ dated _____, 20 .
- No. _____ dated _____, 20 .

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents in such amounts as required by the CONTRACT DOCUMENTS.
7. The OWNER may at its sole option add more city streets to be constructed within the time frame of this contract. The OWNER consults with the CONTRACTOR to set a schedule for the added streets. The OWNER will pay for the additional work using the unit prices as bid or as agreed to under this agreement, unless otherwise provided in the General Conditions.
8. This Agreement shall be binding upon all parties hereto and their

respective heirs, executors, administrators, successors, and assigns.

- 9. 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 (City of Rochester):

Name: _____

Title: _____

ATTEST

Name: _____

(SEAL)

Title: _____

CONTRACTOR:

Name: _____

Title: _____

ATTEST

Name: _____

(SEAL)

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 _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of FY2024 Pavement & Highway Improvement Project.

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 hereunder 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

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 20____, a copy of which is hereto attached and
made apart hereof FY2024 Pavement & Highway Improvement Project Contract ~~2435~~

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 hereunder 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 _____ 20__.

ATTEST:

(Principal Secretary) _____
(Principal)

(SEAL) By: _____
(Name and Title)

(Address)

(Witness as to Principal)

(Address)

(Surety)

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

(Witness as to Surety)

(Address)

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

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

SPECIFICATIONS

All materials and equipment shall meet the New Hampshire Department of Transportation (NHDOT) "Standard Specifications for Road and Bridge Construction" 2016 with all appurtenant addenda unless otherwise specified in this document.

All traffic control shall meet the provisions of the "Manual on Uniform Traffic Control Devices" 11th Edition, dated December 2023 edition in addition to sections 618 and 619 of the NHDOT "Standard Specifications for Road and Bridge Construction" 2016.

The following specifications are the City of Rochester specific exceptions to the above listed documents.

TABLE OF CONTENTS

- ITEM 1 - Officers
- ITEM 2 - Night Work Premium

ITEM 1 - OFFICERS

SPECIFICATION 1.1

Only City of Rochester uniformed officers, or their assigned designee, will be allowed to work as part of this contract. Uniformed officers will be measured by the actual numbers of hours authorized, as determined by the ENGINEER. The CONTRACTOR is required to schedule the utilizing of all uniformed officers. Officers shall be present when in the opinion of the ENGINEER, OWNER or City of Rochester Police Department and in all instances where operations are occurring during night time hours.

SPECIFICATION 1.2

The hours authorized for uniformed officers will be paid for at the invoice value. The set amount in the proposal is not a lump sum, but is a contract allowance for bidding purposes and only the dollar value as authorized will be paid as hours are worked.

ITEM 2 – NIGHT WORK PREMIUM

SPECIFICATION 2.1

The accepted quantity of night work premiums will be paid for the contract unit price per night that is worked with prior approval from the OWNER.

SPECIFICATION 2.2

Night work shall only be conducted when requested or agreed to by the OWNER. The premium contract price shall include all work incidental to night time construction including, but not limited to, increased wages, increased traffic control needs, proper illumination, additional signage or public information, and any and all other increased costs associated with the work.

END

BID PROPOSAL FORM
Bid # 24-35

Record total bid lump sum below.

\$ _____
(cost in numbers)

\$ _____
(cost in words)

Legal Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Primary Phone: _____ E-mail: _____

Mobile: _____ Fax: _____

Prices Good through date: _____

Authorization:

Print Name and Title _____

Signature: _____ **Date:** _____

Bid results will be posted after 48 hours on the City of Rochester's web site:
www.rochesternh.gov or will be available by request via e-mail at the following address:
purchasing@rochesternh.gov

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 2024 Pavement & Highway Improvement Project 24-35. in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this bid, the bidder certifies that his bid has been arrived at independently.

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 an agreed upon schedule.

Bidder hereby agrees to meet the following schedule: Completion of all listed roads by the listed dates in the Scope of Work.

Any Bidder who's Proposal shall be accepted will be required to execute the necessary Contract within ten (10) business days after receiving the Notice of Award. 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, determine that such Bidder has abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and void .

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.

417B	Cold Plane Butt Joints (12" wide min. with Bobcat or similar)	450	LF		\$	=	\$
		1	LS	X	\$26,500	=	\$26,500
600	Incidental Construction						
603.82612	12" HDPE Smooth Interior, Corrugated Exterior Drainage Pipe	100	LF	X	\$	=	\$
603.82615	15" HDPE Smooth Interior, Corrugated Exterior Drainage Pipe	100	LF	X	\$	=	\$
604.4	Adjustment of Catch Basins (mortar and brick)	35	Ea	X	\$	=	\$
604.5	Adjustment of Manholes (mortar and brick)	34	Ea	X	\$	=	\$
611.9	Adjustment of Gate Boxes	21	Ea	X	\$	=	\$
619.1	6' x 50' Traffic Loops	2	Ea	X	\$	=	\$
628.2	Maintenance of Traffic (includes flaggers)	11	Ea	X	\$	=	\$
628.2	Saw Cut Pavement	700	LF	X	\$	=	\$
632.0104	Retroreflective Paint Pavement Markings, 4" Lines	16,120	LF	X	\$	=	\$
632.02	Retroreflective Pavement Markings, Symbols	200	SF	X	\$	=	\$
645.51	Turf Establishment (loam and seed and mulch)	1000	SY	X	\$	=	\$
692	Mobilization	11	Ea	X	\$	=	\$
1010.2	Asphalt Escalation	1	Allow	X	\$25,000	=	\$25,000

Total Bid: The sum of (in words)

(In figures) \$ _____.

BID SCHEDULE

Item No.	Description	Estimated Quantity	Units		Unit Price		Total Price
1	Uniformed Officers (modified NHDOT 618.6)	1	Allow	X	\$10,000	=	\$10,000
2	32" NH Standard MH Castings	2	Ea	X	\$_____	=	\$_____
3	Night Work Premium	1	Ea	X	\$_____	=	\$_____
214	Fine Grading	39,475	SY	X	\$_____	=	\$_____
304.112	Reclaim Stabilized Base Processed in Place, 12" Deep (Includes compaction and calcium addition) Crushed Gravel for	39,475	SY	X	\$_____	=	\$_____
304.32	Shoulders 1.5" Stone for Reclaim	400	CY	X	\$_____	=	\$_____
304.36	Stabilized Base (blended in via reclaimer)	250	CY		\$_____	=	\$_____
403.11	Bituminous Pavement, machine method, 3.0" Base	2,350	Tons	X	\$_____	=	\$_____
403.11	Bituminous Pavement Machine method, 2.5" Base	3,664	Tons	X	\$_____	=	\$_____
403.11	Bituminous Pavement Machine method, 2.0" Wearing	1,857	Tons	X	\$_____	=	\$_____
403.11	Bituminous Pavement, machine method, 1.5" Wearing	2,198	Tons	X	\$_____	=	\$_____
403.12	Bituminous Pavement, hand work (not accessible by machine)	245	Tons	X	\$_____	=	\$_____
403.6	Bituminous Joint Adhesive	21,430	LF	X	\$_____	=	\$_____
410.22	Asphalt Emulsion Used for Tack Coat	1,387	Gal	X	\$_____		Cold Plane 2.0" (City to

= \$ 417 Retain Grindings at DPW (Yard) 2,512 SY X \$ _____ = \$ _____

417B	Cold Plane Butt Joints (12" wide min. with Bobcat or similar)	450	LF		\$	=	\$
		1	LS	X	\$26,500	=	\$26,500
600	Incidental Construction						
603.82612	12" HDPE Smooth Interior, Corrugated Exterior Drainage Pipe	100	LF	X	\$	=	\$
603.82615	15" HDPE Smooth Interior, Corrugated Exterior Drainage Pipe	100	LF	X	\$	=	\$
604.4	Adjustment of Catch Basins (mortar and brick)	35	Ea	X	\$	=	\$
604.5	Adjustment of Manholes (mortar and brick)	34	Ea	X	\$	=	\$
611.9	Adjustment of Gate Boxes	21	Ea	X	\$	=	\$
619.1	6' x 50' Traffic Loops	2	Ea	X	\$	=	\$
628.2	Maintenance of Traffic (includes flaggers)	11	Ea	X	\$	=	\$
628.2	Saw Cut Pavement	700	LF	X	\$	=	\$
632.0104	Retroreflective Paint Pavement Markings, 4" Lines	16,120	LF	X	\$	=	\$
632.02	Retroreflective Pavement Markings, Symbols	200	SF	X	\$	=	\$
645.51	Turf Establishment (loam and seed and mulch)	1000	SY	X	\$	=	\$
692	Mobilization	11	Ea	X	\$	=	\$
1010.2	Asphalt Escalation	1	Allow	X	\$25,000	=	\$25,000

Total Bid: The sum of (in words)

(In figures) \$ _____.

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

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

The Bidder 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 by the general Conditions. The bid security attached in the sum of _____ (\$ _____) is to become the property of the OWNER in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and the additional expense to the OWNER caused thereby.

SUBMITTED ON _____, 20 ____

Name of CONTRACTOR _____

Address: _____

Telephone: _____ E-Mail: _____