TOWN OF GOFFSTOWN, NEW HAMPSHIRE

DEPARTMENT OF PUBLIC WORKS

CONTRACT DOCUMENTS

AND

SPECIFICATIONS

2013 Road Resurfacing

February 28, 2013

John A. Canaan, P.E.
Assistant Town Engineer

Department of Public Works
404 Elm Street
Goffstown, New Hampshire 03045
Phone: (603) 497-3617
Fax: (603) 497-5700

LEGAL NOTICE
ADVERTISEMENT FOR BID

2013 Road Resurfacing Bid

The Department of Public Works of the Town of Goffstown, New Hampshire wishes to solicit bid proposals for the Hot Bituminous Asphalt Pavement (machine method) road resurfacing and shimming, milling, asphalt Cape Cod berm and sidewalk paving as directed in accordance with NHDOT Standard Specifications located in the Town of Goffstown.

Information for bidders (Plans, Specifications, Forms, etc.) will be available at the Department of Public Works Office, 404 Elm Street, Goffstown, New Hampshire 03045.

Bid proposals will be accepted on enclosed bid forms and must state the price clearly. All proposals must be in a sealed envelope and marked clearly **"2013 Road Resurfacing Bid"** and received no later than **2:00 P.M.** on **March 28, 2013.** Bids will be publicly opened and will be read at that time by the Goffstown Public Works Director or designee and the Town Administrator or designee at the Town Hall. Notification will take place after bids have been reviewed by the Department of Public Works and a recommendation is made to, and then awarded by, the Board of Selectmen.

Submit Bids To: Office of the Board of Selectmen
16 Main Street
Goffstown, New Hampshire 03045

A bid security in the amount of 10% of the bid and made payable to the owner shall be submitted in the form of a certified check drawing upon a bank within the State of New Hampshire or a bid bond executed by a surety company authorized to do business in New Hampshire.

The successful bidder shall furnish a 100% **PERFORMANCE BOND** AND **PAYMENT BOND** and shall be required to execute the contract agreement within ten (10) days following notification of the acceptance of his bid. The owner reserves the right to reject any or all bids, to accept any bid, to waive any informality on bids received, or to omit and/or alter any bid item.

Copies of specifications may be obtained from the Town of Goffstown website (www.goffstown.com) under RFP/BIDS.

GENERAL INFORMATION TO BIDDERS

1. Contract Documents and Definitions

2. Proposal Format

3. Bid Schedule

4. Omissions, Discrepancies, Questions, and Addenda

5. Postponement of Date for Presenting and Opening Proposals

6. Prices

7. Acceptance or Rejection of Proposals

8. Bidder's Qualifications

9. Low Bidder and Acceptance of the Proposal

10. Execution of Contract and Damages for Failure to Execute

11. Specifications Format

12. Manufacturer's Experience

13. Safety and Health Regulations

14. U.S.D.O.T. Compliance

1. CONTRACT DOCUMENTS AND DEFINITIONS

The Contract Documents that will form the Contract are as defined in the General Conditions. Bidders must examine each of the Contract Documents, visit the location of the work, 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 definitions included in the Contract Documents.

2. PROPOSAL FORMAT

The Contract Documents request proposals for a combined project.

3. PRINTED FORM OF PROPOSAL

All Bids must be made upon the attached form of “Bid Proposal” and should give a unit price in figures and a total price for each item; and must be signed and acknowledged by the Bidder, in accordance with the directions in the Proposal.

4. OMISSIONS, DISCREPANCIES, QUESTIONS, AND ADDENDA

Should a Bidder find discrepancies in or omissions from the Contract Documents or is 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 on the Drawings or 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.

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 on the Drawings or 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.

5. POSTPONEMENT OF DATE FOR PRESENTING AND OPENING PROPOSALS
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.

6. PRICES

In the event of discrepancies between the price totals quoted in the Proposal and the unit price figures, the unit price figures shall control. The price is to include the furnishing of all material, plant, equipment, tools, labor, and other facilities required for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The Contractor shall prepare his prices for the Proposal based on the equipment named in the Specifications. 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, provide Owner documentation for any changes required to arrive at a decision as to the suitability of the substitution.

7. ACCEPTANCE OR REJECTION OF PROPOSALS

The Owner reserves the right to reject any or all Proposals for any reason, or to accept any Bid which it deems to be in its best interest. Any Proposal which is incomplete, obscure, or irregular may be rejected; any Proposal having erasures or corrections in the price sheet may be rejected; any Proposal which 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.

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

8. BIDDER'S QUALIFICATIONS

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

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

9. LOW BIDDER AND ACCEPTANCE OF THE PROPOSAL

Except where the Owner exercised its right to reject any or all Proposals, the Contract will be awarded to the lowest responsible and qualified Bidder(s).

Within ten (10) 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.

10. EXECUTION OF CONTRACT AND DAMAGES FOR A FAILURE TO EXECUTE

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

The damages to the Owner for such a breach shall include loss from the interference with his construction program and other items. The amount of the certified check or Bid Bond accompanying the Proposal of such Bidder will be retained by the Owner as liquidated damages for such breach. In the event any Bidder whose Proposal shall be accepted shall fail or refuse to execute the Contract hereinbefore 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 and the Owner will be entitled to liquidated damages as above provided.

11. SPECIFICATIONS FORMAT

The Specifications are generally in the format of the Construction Specifications Institute, Inc. (CSI).

12. MANUFACTURER'S EXPERIENCE

Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which 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 in the event of failure.

13. SAFETY AND HEALTH REGULATIONS

This project is subject to all of the Safety and Health Regulations (29 CRF Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on April 6, 1979, unless otherwise noted. Contractors are urged to become familiar with the requirements of these regulations.

14. U.S.D.O.T. COMPLIANCE

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 contact award to project completion.

BID SCHEDULE

Project Name: **2013 Road Resurfacing**

Project Description: Approximately ***8,500 tons*** of asphalt pavement is to be installed on various roads within the community, at times to be mutually agreed between the Town and the Contractor, allowing maximum flexibility for scheduling. Traffic control personnel to be provided by the contractor; trimming driveways and intersection joints, covering catch basins and sweeping of road prior to the placement of asphalt will also be contractor's responsibility. Rolling the pavement after placement will be contractor's responsibility. The Contractor will be required to provide the proper equipment consistent with industry standard; i.e. a drum type cold milling machine, a grader, a paver with a minimum basic 10 foot screed (without extensions), a static steel-wheeled roller of 10 ton capacity and/or a dual vibratory steel drum roller, plus a self-propelled pneumatic-tired roller with 2,000 lb minimum operating weight per wheel; and only equipment listed on the State of New Hampshire's approved equipment list will be allowed. Luting the edges of the asphalt, full width machine applied tack coat covering, providing flares at intersections, filling in the gore of "Y" intersections and blending driveway aprons, where required, will be considered as "machine method." The Town is also requesting, a square yard price, for cold planning/milling on approximately ***22,000 square yards*** of roadway.

The Town is also seeking a price for roadway reclamation. The Town has approximately ***17,000 sq yd*** of in-house reclamation to complete. The scope of reclamation work for the contractor will consist of pulverizing the existing pavement together with the base material to a depth of ten (10) inches; compacting and fine grading the base; raising and lowering structures; and providing an overlay of hot bituminous pavement applied in base and wear courses. Grading behind the reclaimer is essential. The compaction of the reclaimed road requires the use of a high compaction sheep's foot roller. The contractor will also be responsible to provide a fine-grading touch up just prior to the placement of the base asphalt.

NOTE: The Contractor will be responsible for maintaining resident and emergency access along the site during active construction hours and allow for through traffic during off hours. Contractor must maintain one lane of traffic at all times during the road reclamation portion of this project. If the entire road must be closed, both the Police Department and the Fire Department must be notified, proper detour signage installed and certified flaggers on-site.

SPECIAL ATTENTION

Quantities of work may be increased or reduced subject to funding availability.

Excavation in town roads shuts down from November 15th to April 1st. **If the Contractor is unable to complete the list prior to winter shutdown, the Owner or Public Works Director, Owner's representative, reserves the right to extend the contract time into the following spring to allow for proper completion of the tonnages as agreed upon in these contract documents. The Town may allow paving operations after November 15th on a weather dependent basis.**

The proposed road list below identifies the roads to be completed per the contract documents. The road list and estimated quantities may be increased or reduced subject to funding availability.

Proposed 2013 Road Resurfacing List:

Road Name	Square Yardage	Superpave 9.5mm (3/8") Pavement (Tons)	Superpave 12.5mm (1/2") Pavement (Tons)	Superpave 19mm (3/4") Pavement (Tons)	Sidewalk Pavement	Milling (SY)
Reclaim & 2.5" Base Course						
East Dunbarton Rd. (Montelona Rd. to Pollard Rd.)	10,902	-	-	1,635	-	-
Pleasant Street (Main Str. to Bog Rd.)	5,994	-	-	899	-	-
West Union Street (Base Course Only)	225	-	-	34	-	-
1.5" Wear Course						
Leach Hill Road	10,056	-	905	-	-	-
East Dunbarton Road	8,300	-	747	-	-	-
Spring Street (Turnaround)	270	-	24	-	-	-
Shim and Overlay (2 Inches)						
Locust Hill Road (Elm Str. to Paige Hill Rd.)	11,993	1,439	-	-	-	-
Pineridge Street (South Mast to Highland)	645	77	-	-	-	-
South Mast Rd. (Pineridge to French & Rising)	4860	583	-	-	-	-
Mill and Overlay (1.5 Inches)						
South Mast Rd. (Pineridge to French & Rising)(Mill Only)	4,860	-	-	-	-	4,860
Roundabout at Wallace Rd.	7,000	630	-	-	-	7,000
East Dunbarton Road Bridge	130	12	-	-	-	130
Maple Ave. (Elm Str. to Smith Rd.)	4,499	405	-	-	-	4,499
Maple Ave. (Smith to Hemlock)	3,333	200	-	-	-	3,333
Maple Ave. (Hemlock to Heather Hill Rd.)	1,867	168	-	-	-	1,867
Hand Method/Sidewalk Pave						
Pleasant Street	2,350	-	-	-	423	-
Driveways - Various	-	200	-	-	-	-
Totals:	**77,284**	**3,814**	**1,676**	**2,568**	**423**	**21,689**

Notes:

*Shim and Overlay thickness is assumed to be 2" Superpave 9.5mm (3/8") Pavement

*Mill and Overlay thickness is assumed to be 1-1/2" Superpave 9.5mm (3/8") Pavement

***Quantities of work may be increased or reduced subject to funding availability.**

Submit the Bids: Board of Selectmen, Town Hall, 16 Main Street, Goffstown, NH 03045. Bids must be received by **March 28, 2013** no later than **2:00 P.M**. The bids will be publicly opened and read at that time.

ITEMIZED BID SHEET

Item #	Quantity	Unit	Item Description	Unit Price	Extended Price
1	3,814	Ton	Superpave 9.5mm (3/8") Machine Placed Asphalt		
			Written Unit Price:_____Dollars		
2	1,676	Ton	Superpave 12.5mm (1/2") Machine Placed Asphalt (needs to include tack coat of base)		
			Written Unit Price:_____Dollars		
3	2,568	Ton	Superpave 19mm (3/4") Machine Placed Asphalt		
			Written Unit Price:_____Dollars		
4	21,689	SY	Asphalt Milling		
			Written Unit Price:_____Dollars		
5	16,896	SY	Reclamation		
			Written Unit Price:_____Dollars		
6	100	EA	Adjusting Manholes & CB's (Raising & Lowering)		
			Written Unit Price:_____Dollars		
7	50	EA	Adjusting Manholes & CB's (Raising Only)		
			Written Unit Price:_____Dollars		
8	450	Ton	Sidewalk Paving		
			Written Unit Price:_____Dollars		
9	100	LF	Cape Cod Berm (needs to include tack coat to base)		
			Written Unit Price:_____Dollars		
10	100	Ton	Machine Placed Trench Patch (4' Minimum)		
			Written Unit Price:_____Dollars		
11	200	Ton	Hand Placed Asphalt		
			Written Unit Price:_____Dollars		

*Items 1-5 are based on the Proposed 2013 Road Resurfacing List.
*Items 6-11 have estimated quantities only for bid comparison purposes.

Total Cost: $_____
(figures)

Total Cost: _____
(written)

Contractors may propose alternate bids and items; however, any alternates should be clearly spelled out on a separate form. Contractors should also bid on all items as they are specified.

In compliance with your invitation for bids dated _____, 2013 for the above captioned project, the undersigned hereby acknowledges that he/she is an authorized agent of the firm submitting this bid and proposes to furnish all labor, equipment and materials and perform all work for said project for the total cost above. Said work is to be done in strict accordance with the specifications and all Contract Documents. The undersigned agrees that upon written acceptance of this bid, he/she will within ten days of receipt of such notice, execute a formal Contract Agreement with the Town of Goffstown, and that he/she will provide the necessary payment and performance bonds and Certificates of Insurance. The undersigned further agrees that, if awarded the Contract, he/she will contact the Department of Public Works within 10 calendar days after the written notice to proceed to coordinate the paving and reclaim work. Excavation in town roads shuts down from **November 15th to April 1st**. **If the Contractor is unable to complete the list prior to winter shutdown, the Owner or Public Works Director, Owner's representative, reserves the right to extend the contract time into the following spring to allow for proper completion of the tonnages as agreed upon in these contract documents. The Town may allow paving operations after November 15th on a weather dependent basis.**

The undersigned acknowledges receipt of the following addenda:

1._____ 2:_____ 3:_____

Enclosed is a bid guarantee, consisting of _____ in the amount of $_____.

Name of Firm:_____ State of Incorp. _____

Business Address:_____

Signature of Responsible Official:_____

Title:_____ Printed Name:_____

Telephone Number:_____ Fax:_____

Cell Phone:_____ E-Mail:_____

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 Town of Goffstown 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 _____, 2013.

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.

_____ (L.S.)
Principal

_____
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, gross amount of each contract and the approximate anticipated dates of completion.)

7. General character of work performed by your company.

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

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

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

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

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

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

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

NAME OF BIDDER

BY:_____
Signature

_____
Name

_____
Title

STATE OF _____

COUNTY OF _____

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

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

Notary Public

My Commission Expires

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2013 by and between The Town of Goffstown, 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 **2013 Road Resurfacing** 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 within 5 (five) calendar days after the date of the NOTICE TO PROCEED and excavation in town roads shuts down from **November 15th to April 1st**. **If the Contractor is unable to complete the list prior to winter shutdown, the Owner or Public Works Director, Owner's representative, reserves the right to extend the contract time into the following spring to allow for proper completion of the tonnages as agreed upon in these contract documents. The Town may allow paving operations after November 15th on a weather dependent basis.**

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $_____ or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means all documents contained in **2013 Road Resurfacing** dated February 28, 2013 and the following addenda:
   No._____ dated _____, 2013.

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. 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 two (2) copies, each of which shall be deemed an original on the date first above written.

OWNER:
FOR THE TOWN OF GOFFSTOWN

(SEAL)
ATTEST:
Name _____

Title _____

By _____
Name

Title _____

CONTRACTOR:

_____

(SEAL)
Name _____

Title _____

By _____

Name _____

Address _____

_____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

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

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Town of Goffstown, NH, 16 Main Street, Goffstown, NH 03045 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 _____ 2013, a copy of which is hereto attached and made a part hereof for the **2013 Road Resurfacing.**

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 2 counterparts each one of which shall be deemed an original, this the _____day of _____ 2013.

ATTEST:

_____
(Principal)

_____
(Principal Secretary)

By: _____
(Name and Title)

(SEAL)

_____
(Address)

_____

_____
(Witness as to Principal)

_____
(Address)

_____
(Surety)

By: _____
(Attorney-in-fact)

ATTEST:

_____
(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.

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 and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)
hereinafter called Surety, are held and firmly bound unto the Town of Goffstown, NH, 16 Main Street, Goffstown, NH 03045 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 _____ 2013, a copy of which is hereto attached and made a part hereof for the **2013 Road Resurfacing.**

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 2 counterparts each one of which shall be deemed an original, dated this the _____ day of _____ 2013.

ATTEST:

_____
(Principal)

_____
(Principal Secretary)

By: _____
(SEAL) (Name and Title)

_____
(Address)

_____

_____
(Witness as to Principal)

_____
(Address)

_____

_____
(Surety)

By: _____
(Attorney-in-fact)

ATTEST:

_____
(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.

NOTICE OF AWARD

To: _____

_____

_____

PROJECT Description: **2013 Road Resurfacing**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2013, and Information for Bidders.

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

$_____.

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

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

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

Dated this _____ day of _____, 2013

(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

by _____

this the _____ day of _____, 2013.

By _____

Title _____

NOTICE TO PROCEED

To: _____

Date: _____

Project: **2013 Road Resurfacing**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2013 on or before _____, 2013 and excavation in town roads shuts down from **November 15th to April 1st. If the Contractor is unable to complete the list prior to winter shutdown, the Owner or Public Works Director, Owner's representative, reserves the right to extend the contract time into the following spring to allow for proper completion of the tonnages as agreed upon in these contract documents. The Town may allow paving operations after November 15th on a weather dependent basis.**

_____
(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by

_____

this the _____ day of _____, 2013

By _____

Title _____

CHANGE ORDER

NO: _____

PROJECT: 2013 Road Resurfacing___DATE OF ISSUANCE:_____

OWNER: _____
(NAME)

_____
(ADDRESS)

CONTRACTOR: _____ OWNER'S PROJECT NO._____

CONTRACTOR FOR:_____ ENGINEER:_____

ENGINEER PROJECT NO._____

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

Description: See Attached

Purpose of Change Order: See Attached

Attachments: (list documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price	Original Contract Time Days/Date
Net Chng Previous Chng Order No__to	Net Chng from Previous Chng Order _____ Days
Contract Price Prior to Chng Order	Contract Time Prior to Chng Order
Net (increase/decrease) to Chng Order	Net (increase/decrease) to Chng Order
Contract Price w/all Appr'd Chng Orders	Contract Time w/all Appr'd Chng Orders

RECOMMENDED: **APPROVED:** **APPROVED:**

_____ _____ _____
Engineer Contractor Owner

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No._____ ENGINEER'S Project No._____

PROJECT: **2013 Road Resurfacing**

CONTRACTOR: _____

Contract For: _____ Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To:_____
(OWNER)

And To:_____
(CONTRACTOR)

The Work to which this Certificate allies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR with ___days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

OWNER RESPONSIBILITIES: _____

_____

CONTRACTOR RESPONSIBILITIES:_____

_____

2013 Road Resurfacing

The following documents are attached to and made a part of this Certificate:

Punch List: (See Attached)

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents

Executed by ENGINEER on:_____
(DATE)

By: _____
(ENGINEER)

CONTRACTOR accepts this Certificate of Substantial Completion on: _____
(DATE)

By: _____
(CONTRACTOR)

OWNER accepts this Certificate of Substantial Completion on: _____
(DATE)

By: _____
(OWNER)

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GENERAL CONDITIONS

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1. Contract and Contract Documents

   The Plans shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. Definitions

   2.1 Addenda - Written or graphic instruments which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

   2.2 Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents.

   2.3 Contract Documents - The contract, including General Conditions, Supplemental General Conditions, Change Order, Plans, Specifications, and Addenda.

   2.4 Contractor - The person, firm or corporation which shall perform the Work.

   2.5 Owner - The person, firm or corporation named as such in the Contract Documents.

   2.6 Owner - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

   2.7 Plans - The Contract Drawings, or exact reproductions thereof, which show the scope, character, dimensions and details of the work and which have been prepared or approved by the Owner.

   2.8 Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

   2.9 Special Conditions - Revisions or additions to these General Conditions or Specifications applicable to an individual project.

   2.10 Supplemental General Conditions - Additions or modifications to these General Conditions supplying detailed information required for the project documents.

2.11 Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Owner will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Owner in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Materials, Services, Facilities and Workmanship

4.1 Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

4.2 New Materials - Unless otherwise specifically provided for in the “Technical Specifications” of the Specifications, all workmanship, equipment materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose.

4.3 Equipment - The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which the Contractor contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required.

4.4 Materials - Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, AWWA Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto.

4.5 Certification - For equipment or for materials, when requested by the Owner, the Contractor shall submit Certificates of Compliance, from the manufacturer, certifying that the equipment or the materials comply with the requirements of the specifications or the standards. Such certification shall be in the following general form:

5. Contractor's Warranty of Title to Materials

No material, supplies, or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

6. Inspection and Testing of Materials

6.1 All materials and equipment used in the construction of the project shall be subject to inspection and testing by the Owner in accordance with accepted standards at any and all times during manufacture or during the project construction and at any or all places where such manufacture is carried on.

6.2 The Contractor shall furnish promptly, upon a timely request by the Owner, all materials required to be tested. All tests made by the Owner will be performed in such manner and sufficiently ahead of scheduled installation, as not to delay the work of the Contractor unnecessarily. When required, testing of concrete, masonry, soils, pipe and pipe materials will be made in accordance with provisions in the appropriate part of the Specifications.

6.3 Material required to be tested which is delivered to the job site shall not be incorporated into the work until the tests have been completed and approval or acceptance is given in writing by the Owner.

6.4 Each sample submitted by the Contractor shall carry an identification label containing such information as is requested by the Owner. It shall also include a statement that the samples are representative of the remaining materials to be used on the project.

6.5 Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with the contract requirements.

6.6 The Owner may, at his own discretion, undertake the inspection of materials at the source. In the event plant inspection is undertaken, the following conditions shall be met:

a) The Owner shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b) The Owner shall have full entry at all reasonable times to such parts of the plant as may concern the manufacture or production of the materials being furnished.

c) Adequate safety measures shall be provided and maintained at all times.

6.7 Except as otherwise specifically stated in the contract, the costs of sampling and testing will be divided as follows:

a) The Contractor shall furnish the Owner, without extra cost, all samples required for testing purposes. All sampling and testing including the number and selection of samples will be decided by the Owner for his own information and use.

b) When testing of materials is specified in the appropriate section of the Specifications, the costs of same will be charged to and defrayed by the Owner as part of his fee, unless otherwise stated in the appropriate section of the Specifications. However, costs of equipment performance tests shall be borne by the Contractor, as detailed in the appropriate section of the Specifications.

c) When the Contractor proposes an item as equal to the item or items specified, reasonable tests may, or may not be required by the Owner. If the Owner requires tests of a proposed equal item, the Contractor will be required to assume all costs of such testing.

d) Normally, any item that fails to pass tests required by the Owner or by the Specifications will be rejected and shall be removed from the project site. However, if, upon request of the Contractor, retesting or further tests are

permitted by the Owner, the Contractor shall assume all costs related to such re-testing or further tests.

e) The Owner shall not, in any way, be charged for the manufacturer's costs in supplying certificates of compliance.

7. "Or Equal" Clause, Substitutions, and Contractor's Options

7.1 Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors, which will perform satisfactorily the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Owner, of equal quality and function. The Owner will determine equality based on such information, tests, or other supporting data they may require of the Contractor.

7.2 Furthermore, upon acceptance and approval by the Owner of an equal product, it shall remain the responsibility of the Contractor to coordinate installation of the item with all other items to be furnished to assure proper fitting together of all items. Similar responsibility applies to items that are left to the Contractor's option. Any additional cost of equal items and any additional cost incidental to the coordination and/or fitting together of such items shall be borne by the Contractor at no extra cost to the Owner.

7.3 In the event that a specified or equal item is not available, or that delivery time is so long as to result in delays which are unacceptable to the Owner, the Contractor may propose a substitute item of less than equal performance and quality. If this substitute is acceptable to the Owner, any difference in purchase cost or costs incidental to the installation of such an item will be negotiated between the parties.

Neither equal nor substitute items shall be installed without written approval of the Owner.

8. Patents

8.1 The Contractor shall hold and save the Owner and their officers, agents, and employees harmless from liability of any nature, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

8.2 License or Royalty Fees

License and/or Royalty Fees for the use of a process in the design of the project which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

8.3 If the Contractor uses any design, device or materials in the construction methods for the project covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

9. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish and pay for all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, and any and all supplemental plans and drawings, in accordance with the directions of the Owner as given from time to time during the progress of the work, whether or not the Contractor considers the direction in accordance with the terms of the Contract. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract Documents, and shall do, carry on and complete the entire work to the satisfaction of the Owner and the Owner.

10. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct; the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

11. Protection of Work and Property - Emergency

11.1 The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract, or by the Owner, or his duly authorized representatives.

11.2 The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoist, well holes, elevator hatchways, scaffolding, window openings, stairways, trenches and other excavations, and falling materials, and the Contractor shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Owner by the Contractor. The person so designated shall be available by phone during non-working hours.

11.3 In case of emergency that threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner, in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted in writing to the Owner for approval.

11.4 When the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Owner.

The intention is not to relieve the CONTRACTOR from acting, but to provide for consultations between OWNER and CONTRACTOR in an emergency that permits time for such consultations.

11.5 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Article 15 (extra work and change orders) of the General Conditions.

12. Inspection of Work for Conformance with Plans and Specifications

12.1 Inspection - For purposes already specified and for any other purpose, the Owner and their agents and employees may enter upon the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor. The Owner 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 or taking down portions of finished work.

12.2 Conformance - During its progress and upon its completion, all work shall conform to the location, lines, levels, and grades indicated on the drawings or established on the site by the Owner and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the drawings and specifications and the supplementary directions given from time to time by the Owner. In no case will any work in excess of the requirements of the drawings and specifications be paid for unless ordered in writing by the Owner.

12.3 Unauthorized Work

(a) Work not according to Plans and Specifications: work considered by the Owner to be outside of or different from the Plans and Specifications and done without instruction by the Owner, or in the wrong location, or done without proper lines or levels, may be ordered to be uncovered or dismantled.

(b) Work done in the absence of the Owner or his agent: similarly such work performed in the absence of the Owner or his agent, may be ordered to be uncovered or dismantled.

(c) Should the work thus exposed or examined prove satisfactory, the uncovering or dismantling and the replacement of material and rebuilding of the work shall be considered as "EXTRA WORK".

(d) Should the work thus exposed or examined prove to be unsatisfactory the uncovering or dismantling and the replacement of material and rebuilding of the work shall be at the expense of the Contractor.

13. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

14. Superintendence by Contractor

At the site of the work the Contractor shall employ a competent construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless the superintendent / foreman ceases to be on the Contractor's payroll.

15. Extra Work and Change Orders

15.1 The Owner may at any time by written order and without notice to the Sureties require the performance of such extra work or changes in the work as may be found necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work so ordered shall be made in accordance with whichever of the following plans the Owner elects: (1) a price agreed upon between the parties and stipulated in the order for the extra work, or (2) a price determined by adding 15% to the "reasonable cost" of the extra work performed, such "reasonable cost" to be determined by the Owner in accordance with the following paragraph.

15.2 In arriving at the "reasonable cost" for the purposes of (2) above, the Owner shall include the reasonable cost to the Contractor of all materials used, of all labor, both common and skilled, of foreman, trucks, and the fair-market rental rate for all machinery and equipment for the period employed directly on the work. The reasonable cost for extra work shall include the cost to the Contractor of any additional insurance that may be required covering public liability for injury to persons and property, the cost of Workmen's Compensation Insurance, Federal Social Security, and any other extra work shall not include any cost or rental of small tools, buildings, or any portion of the time of the Contractor, his project supervisor or his superintendent, as assessed upon the amount of extra work, these items being considered covered by the fifteen percent (15%) added to the reasonable cost. Furthermore, in addition to the fifteen percent (15%) compensation added to the "reasonable cost", the Contractor will be entitled to the documented cost for the increase of the premium on the bond for the extra work which is approved and authorized by the Owner.

15.3 In the case of extra work which is done by subcontractors, whether these are under the specific contract items provided herein, or otherwise if so approved by the Owner, the fifteen percent (15%) added to the reasonable cost of the work will be allowed only to the subcontractor. On such work, an additional percentage of the reasonable cost (before addition of the 15%) will be paid to the Contractor for his work in directing the operations of the subcontractor, for administrative supervision, and for any overhead involved. Such percentage shall be in accordance with the following schedule: Reasonable cost up to and including $50,000 - 10%, $50,000 to and including $100,000 - 7 1/2%; greater than $100,000 - 5%.

15.4 The Owner may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a written Field Order. However, if the Contractor believes that any minor change or alteration authorized by the Owner entitles him to an increase in the contract price, the Contractor may make a claim therefore as provided in Article 19.

16. Time for Completion

16.1 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time agreed upon. It is expressly understood and agreed, by the Contractor, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

16.2 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority or allocation order duly issued by the Government;

(b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;

(c) To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

16.3 Provided, further, that the Contractor shall promptly notify the Owner in writing if the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of their decision in the matter.

17. Defective Work

17.1 The Contractor shall promptly remove from the premises all materials and work condemned by the Owner as failing to meet contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

17.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such condemned work and materials within 30 days after written notice, the Owner may remove them and store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days time thereafter, the Owner may, upon ten days written notice, sell such materials at an auction or through private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

18. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice in writing or if verbally, with confirmation in writing as soon as possible, to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if the Owner finds that they materially differ from those shown on the Plans or indicated in the Specifications, to the extent that changes in design are necessary or quantities differ considerably from those indicated in the plans and specifications, the Owner will at once make such changes as the Owner may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided in Article 15. (Extra Work and Change Orders).

19. Claims for Extra Cost

19.1 No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Owner approved by the Owner as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Article 15, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, and give the Owner access to accounts relating thereto.

19.2 If the Contractor claims that any instructions by drawings or otherwise issued after the date of the Contract involve extra cost under the Contract, the Contractor shall give the Owner written notice thereof after the receipt of such instruction, but in any event before proceeding to execute the work, except an emergency situation endangering life or property, and the procedure shall then be as provided for under Article 15, "Extra Work & Change Orders". No such claim shall be valid unless so made.

20. Right of the Owner to Terminate Contract

20.1 In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. Such notices are to contain the reasons for such intentions to terminate the contract, and unless, within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease, and satisfactory arrangement for correction be made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefor.

20.2 If the Contractor should be judged as bankrupt, or if the Contractor should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extensions or time are provided, to supply enough properly skilled workmen or materials, or if the Contractor should fail to make payments to subcontractors or for material or labor, so as to affect the progress of the work, or persistently be guilty of a substantial violation of the contract, then the Owner, upon the written notice of the Owner that sufficient cause exists to justify such action may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner, and finish the work by whatever method deem expedient. In the case of termination of this contract before

completion from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies from the property of the Owner. The Owner shall have the right to remove such equipment and supplies at the expense of the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.

20.3 Where the contract has been terminated by the Owner, said termination shall not affect or terminate any of the rights of the Owner against the Contractor or his Surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the Owner due the Contractor under the terms of the contract, shall not release the Contractor or his Surety from liability for his default.

21. Construction Schedule and Periodic Estimates

21.1 Before starting the work and from time to time during its progress, as the Owner may request, the Contractor shall submit to the Owner a written description of the methods the Contractor plans to use in doing the work and the various steps the Contractor intends to take.

21.2 The Contractor shall prepare and submit to the Owner (a) a written schedule fixing the dates at which additional drawings, if any, will be required and (b) a written schedule fixing the respective dates for the start and completion of various parts of the work. The submittal of these original schedules is stated in an appropriate section of the Specifications. Each such schedule shall be subject to review and change from time to time during the progress of the work.

22. Payments to the Contractor

22.1 Progress Payments

The Owner will, once a month and within Thirty (30) days of receipt of a certificate of payment from the Contractor, make a progress payment to the Contractor on the basis of an estimate of the total amount of work done to the time of such estimate and the value thereof as prepared by the Contractor and approved by the Owner. The progress payment shall be on a form agreeable to both the OWNER and the CONTRACTOR.

22.2 Care and Protection of Materials and Work

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be

construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

22.3 Owner's Right to Withhold Certain Amounts and Make Application Thereof

The Contractor agrees to indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material providers, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor either pay unpaid bills of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

23. Acceptance and Payment

23.1 Substantial Completion and Payment Therefore

Substantial completion shall be that point at which the work has been completed to the extent that the Owner may occupy and make use of the project (or potion of the project) for which it was intended. Upon substantial completion there may be minor items, such as seeding, landscaping, etc., yet to be completed or items of work to be corrected. All drainage systems and base pavement will be in place.

Upon receipt of written notice from the Contractor that the work is substantially complete, the Owner will promptly make an inspection, and when the Owner finds the work acceptable under the terms of the contract and the contract substantially completed, the Owner will issue a dated certificate, and a punch list of all items to be completed or corrected, over his own signature, stating that the work required by this contract has been

substantially completed and is accepted by him under the terms and conditions thereof. The Owner shall set a reasonable time limit to complete or correct the punch list items as part of the Substantial Completion Certificate.

The general guarantee period for the work substantially completed shall begin on the date certified by the Owner.

23.2 Final Completion and Payment Therefor

Final completion shall be that point at which all work on the project or portion of the project has been completed, all defective work has been corrected, and clean up has been accomplished. Unless a certificate of substantial completion has been issued, the general guarantee period shall begin upon certification by the Owner of final completion.

23.3 Final Acceptance

Following the termination of the general guarantee period for the entire project which has been certified completed or substantially completed, the Owner, through the Engineer, may, at the option of either, make a final inspection of all or portions of the project. When it is found that the work is still acceptable, and that no work has become defective under the terms of the contract, the Owner will accept the entire project and make final payment, including therein any monies retained during the guarantee period.

23.4 If, however, the inspection discloses any work in whole or in part, as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

23.5 Before issuance of final payment, the Contractor, if required in the Special Conditions, shall certify in writing to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, or otherwise satisfied, except that in case of disputed indebtedness or liens, if the Contract does not include a payment bond, the Contractor may submit in lieu of certification of payment a surety bond in the amount of the disputed indebtedness or liens, guaranteeing payment of all such disputed amounts, including all related costs and interest in connection with said disputed indebtedness or liens which the Owner may be compelled to pay upon adjudication.

23.6 If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Owner so certifies, the Owner may, upon certificate of the Owner, and without terminating the Contract, make payment of the balance due for the portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

23.7 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this contract of the Performance and Payment Bond.

24. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

25. Insurance

The Contractor shall not commence work under this contract until the Contractor has obtained all the insurance required under this article and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

25.1 Compensation Insurance

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the

protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of his employees that are not otherwise protected.

25.2 Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance

The Contractor shall procure and shall maintain, during the life of this contract, Contractor's Public Damage Insurance and Vehicle Liability Insurance in the amounts specified in Article 25.8.

25.3 Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance

The Contractor shall either (1) require each of his subcontractors to procure and to maintain, during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Article 25.8 or, (2) insure the activities of his subcontractors in his policy, specified in Article 25.2, by listing the subcontractor as an "Additional Insured."

25.4 Scope of Insurance and Special Hazards

The insurance required under Articles 25.2 and 25.3 shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Special Conditions.

25.5 Proof of Carriage of Insurance

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner".

25.6 Builder's Risk Insurance (Fire and Extended Coverage)
NOT PART OF THIS CONTRACT

Until the project is completed and accepted by the Owner, the Contractor is required to maintain Builder's Risk type Insurance (fire and extended coverage) on a 100 percent (100%) completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and subcontractors as their interests may appear.

25.7 Owner's Protective Liability Insurance

The Contractor shall procure and furnish to the Owner and maintain during the life of this Contract complete Owner's Protective Liability Insurance for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

25.8 Minimum Insurance Requirements

The minimum limits of liability of such insurance shall be as follows:

a) General (Comprehensive) Liability of such insurance shall be as follows:

Bodily Injury or Death - Each Person	$ 1,000,000
Bodily Injury or Death - Each Accident	$ 1,000,000
Property Damage - Each Accident	$ 500,000
Aggregate	$ 2,000,000

b) Automobile and Truck Liability

Bodily Injury or Death - Each Person	$ 1,000,000
Bodily Injury or Death - Each Accident	$ 1,000,000
Property Damage - Each Accident	$ 1,000,000
Aggregate	$ 2,000,000

c) Owner's Protective Liability

Bodily Injury (each occurrence)	$ 1,000,000
Property Damage, including Explosion, Collapse and Underground Coverage - each occurrence	$ 1,000,000
Aggregate	$ 2,000,000

d) Subcontractors General Liability

Each Occurrence	$ 1,000,000
Aggregate	$ 2,000,000

e) Railroad Protective Public and Property Damage Liability (if applicable)

Each Occurrence	$ 1,000,000
Aggregate	$ 2,000,000

26. Contract Security

    26.1 The Contractor shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the contract price agreed upon as security for the faithful performance of this contract and also a Payment Bond in an amount not less than one hundred percent (100%) of the contract price or in a sum not less than that prescribed by State, or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law.

    26.2 Bonds must be issued through a resident agent licensed to do business in the State of New Hampshire.

27. Additional or Substitute Bond

    If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, for the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The Contractor shall pay the premiums on such bond. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

28. Assignments

    The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

29. Mutual Responsibility of Contractors

    If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if

such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

30. Subcontracting

30.1 The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

30.2 The Contractor shall not award any work to any subcontractor without prior written approval of the Owner.

30.3 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

30.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power in regard to terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

30.5 Should the subcontractor fail to cooperate to the extent that the integrity of the work is comprised, or the safe prosecution of the work is jeopardized, the OWNER may immediately suspend all work. The OWNER shall notify the CONTRACTOR in writing and the CONTRACTOR shall take immediate steps to rectify the problem of defective subcontractor work per article 17.

30.6 Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

31. Authority of Owner and His Representatives

31.1 The Owner will have the authority to suspend the work wholly or in part for such periods as deemed necessary due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out provisions of the contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest.

The purpose of the above articles is not in any way to relieve the CONTRACTOR of his responsibilities for the safety of workmen or general public in the execution of the work. Attention is drawn to Article 13 of these Conditions which refers to the safety obligations of the CONTRACTOR.

The ENGINEER, acting on behalf of the OWNER, has the authority to enforce corrective action for work not in accordance with the specifications or for conditions that are determined unsafe.

The OWNER shall give all orders and directions contemplated under the contract and specifications, relative to the execution or the work. The Owner shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Owner's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties thereto relative to said contract or specifications, the determination or decision of the Owner shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

In addition, the ENGINEER, acting on behalf of the OWNER is to ensure that the work is in accordance with the contract documents; the Owner is not held responsible, however, for the methods of construction, sequences, schedules and procedures in the execution of the work. The OWNER does have the opportunity under 33.1 to reject the method of construction, work plan, schedule, procedures, as the Owner thinks appropriate.

In any and all claims against the ENGINEER or the OWNER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the OWNER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

The Owner shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work

which may arise between the Contractor under this Contract and other contractors performing work for the Owner shall be adjusted and determined by the Owner.

31.2 The Owner may appoint such assistants and representatives as desired, and they shall be granted full access to the work under the Contract. They shall have the authority to give directions pertaining to the work or to the safety and convenience of the public, to approve or reject materials, to suspend any work that is being improperly performed, to make measurements of quantities, to keep records of costs, and otherwise represent the Owner. The Contractor may, however, appeal from their decision to the Owner himself, but any work done pending settlement is at the Contractor's own risk.

Except as permitted and instructed by the Owner, the assistants and representatives are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications, nor to issue instructions contrary to the plans and specifications. They are not authorized to act as superintendents or foremen for the Contractor, or to interfere with the management of the work by the Contractor. Any advice which the assistants or representatives of the Owner may give the Contractor shall not be construed as binding the Owner in any way, nor releasing the Contractor from the fulfillment of the terms of the contract.

All transactions between the Contractor and the representative of the Owner which are liable to protest or where payments are involved shall be made in writing.

32. Stated Allowances

The Contractor shall include in his contract price any cash allowances stated in the Supplemental General Conditions or Special Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance", the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering the work.

33. Use of Premises, Removal of Debris, Sanitary Conditions

The Contractor expressly undertakes at his own expense:

to take every precaution against injuries to persons or damage to property;

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;

to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;

to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

before final payment to remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition;

to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Owner, not to cut or otherwise alter the work of any other Contractor;

to provide and maintain in a neat, sanitary condition such toilet accommodations for the use of his employees as may be necessary to comply with the requirements of the State and local Boards of Health, or of other bodies or authorities having jurisdiction.

34. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

35. Lands and Rights-of-Way

35.1 Prior to the start of construction, the Owner will obtain all lands and rights-of-way necessary for carrying out and completing the work to be performed under this contract.

35.2 The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land

outside of the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Owner.

36. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express guaranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which appear within the guaranty period one year from the certified date of completion or substantial completion of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

37. Errors and Inconsistency in Contract Documents

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

(1) Supplementary General Conditions will govern General Conditions.

(2) Technical Specifications will govern Supplementary General Conditions and General Conditions.

(3) Plans will govern Technical Specifications, Supplementary General Conditions and General Conditions.

(4) Special Conditions will govern Plans, Technical Specifications, Supplementary General Conditions and General Conditions.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the Contractor shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

38. Notice and Service Thereof

Any notice to the Contractor from the Owner relative to any part of this Contract will be in writing and will be considered delivered and the service thereof completed, when said notice is mailed, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

39. Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

40. Safety and Health Regulations

This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926, and all subsequent amendments) as promulgated by the U.S. Department of Labor on April 6, 1979, unless otherwise noted. Contractors are urged to become familiar with the requirements of these regulations.

41. Use and Occupancy Prior to Final Acceptance by Owner (Beneficial Occupancy)

41.1 General

Use and occupancy of the project, prior to substantial completion and before final acceptance of the entire project, shall be a condition of this contract.

The provision stated above does not restrict use and access of the Owner obligated to perform work within the limits of the Project under legal contractual agreement, providing access and use do not infringe upon the work of this Contract.

41.2 Warranty Period

a. Pavement: Upon issuance of certificate of substantial completion, the warranty period shall extend for two (2) years.

42. Suspension of Work

42.1 The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 120 days by notice in writing to the Contractor and the Owner which shall fix the date on which Work shall be resumed. The Contractor will resume the work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the Contractor makes a claim therefor as provided in Articles 16 and 19.

42.2 In the event of a suspension of Work initiated by the Contractor for any reason including, but not limited to, winter shut-down, settlement of claims,

delay in delivery of materials, the Owner shall receive thirty (30) days prior notice, in writing, giving detailed reasons for the suspension of work and an approximate date of resumption of work.

43. Signs

The Contractor shall furnish and erect such signs as are required and described in the Traffic Control and Construction Signs section.

44. Public Convenience and Traffic Control

44.1 The Contractor shall at all times so conduct his work as to assure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the project route and the protection of persons and property shall be provided for by the Contractor. The Contractor shall be responsible for proper and timely notification to local residents before making any interruptions of their access.

44.2 Fire hydrants and water holes for fire protection on or adjacent to the project site shall be kept accessible to the fire apparatus at all times, and no obstructions shall be placed within 10 feet of any such facility. No footways, gutters, sewer inlets, or portions of highways adjoining the project site shall be obstructed more than is necessary. In the event that all or part of a roadway is officially closed to traffic during construction, the Contractor shall provide and maintain safe and adequate traffic accommodations, satisfactory to the Owner, for residences and businesses along and adjacent to the roadway so closed.

44.3 When the maintenance of traffic is considered by the Owner to be of minor significance, certain contracts may not show this work as a pay item. In such cases, the Contractor shall bear all expense of maintaining traffic over the sections of road undergoing improvement and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary, without direct compensation.

45. Town Coordination

This Contract requires coordination and cooperation with all others working within the site area, including but not limited to, building contractors; municipal representatives; various contractors; utility companies (i.e. Public Service of New Hampshire, Fairpoint, cable television, etc); local and State agency personnel; and all others to whom access may not be restricted.

46. Maintenance During Construction

46.1 The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces, to the end that roads or structures are kept in satisfactory condition at all times.

46.2 All cost of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various pay items and the Contractor will not be paid an additional amount for such work.

46.3 If the Contractor, at any time, fails to comply with the provisions above, the Owner may direct the Contractor to do so. If the Contractor fails to remedy unsatisfactory maintenance within the time specified in any such order, the Owner may immediately cause the project to be maintained and the entire cost of this maintenance will deducted from money due or to become due the Contractor on this contract.

47. Cooperation with Utilities

47.1 The Owner will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction made as soon as practicable.

47.2 Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners of such utilities at their expense, except as may otherwise be provided for in the Special Conditions or as noted on the plans.

47.3 It is understood and agreed that the Contractor has considered all of the permanent and temporary utility appurtenances in their present or relocated positions as evident on the site, and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from such utility appurtenances or the operation of moving them.

48. Work Performed at Night, on Weekends and Holidays

48.1 No work will be permitted at night or on weekends or holidays except as approved in writing by the Owner, or as provided elsewhere in these documents, and provided such work is not in violation of a local ordinance. All work shall be completed by 4:00 pm on Fridays unless approved by the Engineer. Prior to the close of work, the project shall be placed in the best possible condition for the comfort and safety of the traveling public, and

arrangements shall be made for responsible personnel to maintain the project in the above conditions. If working at night, the Contractor shall provide flood lighting sufficient to insure the same degree of accuracy of workmanship and the same conditions regarding safety as would be achieved in daylight.

48.2 Whenever Memorial Day, or Fourth-of-July is observed on a Friday or a Monday and during the weekend of Labor Day, the Contractor will be required to suspend work for the three calendar days. Prior to the close of work, the project shall be placed in the best possible condition for the comfort and safety of the traveling public, and arrangements shall be made for responsible personnel to maintain the project in the above conditions.

49. Laws to be Observed

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies of tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees.

50. Permits

50.1 Control of Pollution Due to Construction

(a) During construction, the Contractor shall take precautions sufficient to avoid the leaching or runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride and any other polluting materials which are unsightly or which may be harmful to humans, fish, or other life, into groundwater and surface waters of the State.

(b) In waters used for public water supply or used for trout, salmon, or other game or forage fish spawning or nursery, control measures must be adequate to assure that turbidity in the receiving water will be increased not more than 10 standard turbidity units (s.t.u.) in the absence of other more restrictive locally-established limitations, unless otherwise permitted by the NHDES. In no case shall the classification for the surface water be violated unless otherwise permitted by the NHDES.

(c) In water used for other purposes, the turbidity must not exceed 25 s.t.u. unless otherwise permitted by the NHDES.

51. Indemnification

The Contractor will indemnify and hold harmless the Owner and the Owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense if attributable to bodily injury to or destruction of tangible property including the loss of use resulting therefrom: and is caused in whole or in part by any negligent or willful act of omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

52. Arbitration

Any controversy arising out of or relating to this contract or the breach thereof shall be settled by arbitration. The parties shall select an arbitrator. The arbitrator shall adopt appropriate arbitration rules similar to the American Arbitration Association or any other arbitration procedure. The place of arbitration shall be in the town/city within which the contract shall be principally performed. The arbitration hearing shall be held within thirty (30) days after the notice of arbitration is delivered by one party to the other party. In the event the parties are unable to agree on the arbitrator then application can be made to the Superior Court for the County within which the contract shall be principally performed under RSA Chapter 542.

END OF SECTION

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SPECIAL CONDITIONS

1. CONTRACTOR'S EMERGENCY SERVICE

A. Any CONTRACTOR whose place of business is located beyond the vicinity of the site of the work and who does not maintain local headquarters 24 hours a day must make satisfactory arrangements with the OWNER to service emergencies or complaints which may occur at night, over the weekend, or when the job is shut down. If the Contractor does not, the OWNER may make arrangements and the cost will be charged to the CONTRACTOR.

B. Before the final estimate is certified for payment, the CONTRACTOR shall make similar arrangements to cover the guarantee period.

2. WORK AREA

A. In general, the limit of work lines will be property and easement lines and represent the bounds within which the CONTRACTOR shall perform all construction operations. Rights to occupy or use additional lands which may be desired or required by the CONTRACTOR for access to the work area or for erection of temporary structures, storage of materials or additional working space shall be obtained by the CONTRACTOR at no additional cost to OWNER. Approval to use or store materials on land of the OWNER shall be obtained from the OWNER.

B. The CONTRACTOR shall not disturb any property pins or markers during construction. If a property pin or marker is disturbed, the CONTRACTOR shall be responsible for restoring the pin or marker to its proper location via a licensed land surveyor.

3. WORK IN FREEZING WEATHER

A. Unless written permission is given, work liable to be affected by frost shall be suspended during freezing weather. When work proceeds in such a condition, the CONTRACTOR shall provide approved facilities for heating the materials and for protecting the finished work.

4. PROTECTION OF WORK

A. The CONTRACTOR shall be held responsible for the maintenance and protection of all work installed under this Contract prior to acceptance by the OWNER.

B. The cost of repairs, if any, will be borne by the CONTRACTOR, and will not be considered as an additional expense to the OWNER. If the repair is to one of the OWNER's systems, the CONTRACTOR shall reimburse

the OWNER for any assistance, including, but not limited to: supervision, labor, equipment, and material.

5. LOCAL TRAFFIC

A. The CONTRACTOR shall maintain one-way local traffic at all times. In the event that road closure is absolutely necessary, the OWNER (Public Works and Police Departments) shall be notified at least 72 hours (3 working days) in advance. The maximum duration of the closure shall be specified with this notification. The CONTRACTOR shall coordinate school bus traffic with the School District.

6. INSURANCE

A. The CONTRACTOR and any of his subcontractors shall name the OWNER and the OWNER as Additional Insured for all insurance policies.

7. SUBSTANTIAL COMPLETION/WARRANTY

A. The OWNER shall have beneficial use of completed systems of the Project prior to the Project Substantial Completion date. However, the warranty periods for completed systems shall begin on the Project Substantial Completion date. Furthermore, the OWNER will not be required to request for the beneficial use prior to the Project Substantial Completion date. The CONTRACTOR shall provide a two year warranty for all work performed as described in Section 41 of the General Conditions.

8. MISCELLANEOUS WORK

A. The CONTRACTOR shall submit a schedule of values for Miscellaneous Work with the Bid Proposal for review by the OWNER and the OWNER.

B. **The CONTRACTOR shall not award any work to any subcontractor without prior written approval of the Owner.**

9. FLAG PERSON CERTIFICATION

A. The CONTRACTOR shall utilize certified flaggers for this project when traffic control is necessary.

10. ON-SITE INSPECTION AND TOWN COORDINATION

Prior to submitting proposals, Bidders are advised to meet with the Public Works Department (603) 497-3617 ext. 26, Mike Hillhouse, Assistant Director of Public Works for the following:

A. Review general Work requirements and, in particular, that portion of the Work for which detail Plans have not been furnished with the Bidding Documents.

B. Field inspection of Work areas to determine particulars in accomplishing Work and to gain a full understanding of the intent of the Contract Documents.

C. Coordinate prior to beginning any paving or reclaim work within the Town.

11. ASPHALT CEMENT ADJUSTMENT

A. All bid items involving asphalt concrete mixtures listed in this "hot bituminous pavement" document containing asphalt cement will be subject to a price adjustment. This adjustment will take effect when the monthly price of asphalt cement as furnished by the New Hampshire Department of Transportation Bureau of Materials and Research differs from the base price contained in the proposal by more than ten percent of the base price.

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

The <u>base price</u> of asphalt cement for this contract is:

<u>$622.50</u> per ton English projects

B. The monthly price of asphalt cement will be furnished to the Town of Goffstown by the NH Department of Transportation Bureau of Materials and Research on the first business day following the 14th calendar day of each month.

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

[Monthly price minus the base price] X [Approved Mix Design percent of virgin asphalt] X [tons of pavement used]

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

END OF SECTION

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Technical Specifications

Section 01000	Summary of Work
Section 01025	Measurement and Payment
Section 02000	Traffic Control and Construction Signs
Section 03150	Reclaim Bituminous Concrete Pavement
Section 03300	Bituminous Concrete Pavement
Section 03350	Bituminous Concrete Curbing
Section 03500	Asphalt Sidewalks
Section 03700	Blending Driveways

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SECTION 01000

SUMMARY OF WORK

PART 1.00 GENERAL

1.01 PROJECT IDENTIFICATION

A. The project name is the 2013 Road Resurfacing.

1.02 DESCRIPTION OF WORK

A. Approximately 8,500 tons of asphalt pavement is to be installed on various roads within the community, at times to be mutually agreed between the Town and the Contractor, allowing maximum flexibility for scheduling. Traffic control personnel to be provided by the contractor; trimming driveways and intersection joints, covering catch basins and sweeping of road prior to the placement of asphalt will also be contractor's responsibility. Rolling the pavement after placement will be contractor's responsibility. The Contractor will be required to provide the proper equipment consistent with industry standard; i.e. a drum type cold milling machine, a grader, a paver with a minimum basic 10 foot screed (without extensions), a static steel-wheeled roller of 10 ton capacity and/or a dual vibratory steel drum roller, plus a self-propelled pneumatic-tired roller with 2,000 lb minimum operating weight per wheel; and only equipment listed on the State of New Hampshire's approved equipment list will be allowed. Luting the edges of the asphalt, full width machine applied tack coat covering, providing flares at intersections, filling in the gore of "Y" intersections and blending driveway aprons, where required, will be considered as "machine method." The Town is also requesting, a square yard price, for cold planning/milling on approximately 22,000 square yards of roadway.

The Town is also seeking a price for roadway reclamation. The Town has approximately 17,000 sq yd of in-house reclamation to complete. Grading behind the reclaimer is essential. The compaction of the reclaimed road requires the use of a high compaction sheep's foot roller. The contractor will also be responsible to provide a fine-grading touch up just prior to the placement of the base asphalt.

B. The CONTRACTOR shall provide complete systems, tested and ready for use.

1.03 COORDINATION

A. The requirements of this Contract include complete coordination with Utility standards, construction specifications and site representatives.

B. This Contract requires coordination and cooperation with all others working within the site area, including but not limited to, building contractors; municipal representatives; various contractors; utility companies (i.e. Public Service of New Hampshire, Fairpoint, cable television, etc); local and State agency personnel; and all others to whom access may not be restricted.

C. This Contract requires coordination with emergency service providers such as Police and Fire Departments within the Town.

D. Prior to submitting proposals and commencing paving or reclaim operations, Bidders are advised to meet with the Public Works Department (603) 497-3617 ext. 26, Mike Hillhouse, Assistant Director of Public Works.

PART 2.00 GRADING

A. Rough grading - shall be reasonably even and free from irregularities, and shall provide positive drainage away from structures without ditching or pools. Proper allowances shall be made for paving.

B. Fine grading - shall bring the surface to the true line and grade required. The areas fine graded for loaming and seeding shall be raked to remove all stones and other unsatisfactory materials and shall be suitably compacted.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1.00 GENERAL

1.01 DESCRIPTION

A. This section describes the measurement and payment for the Work to be completed under each bid item in the Proposal. Work specified but not specifically designated as a Bid Item is considered incidental.

B. Payment Procedures are described in the Agreement, General Conditions, Purchase Orders, and / or as determined during the Pre-construction meeting.

C. All pay items include miscellaneous work and cleanup necessary for the successful completion of work described in these specifications.

D. Payment for "extra work", authorized in writing by the ENGINEER shall be made upon completion of the "extra work" to the satisfaction of the ENGINEER and in the amount agreed upon at the time of authorization. Terms of such payment shall be as stated in the General Conditions.

E. No separate payment shall be made for any of the work outlined under Division 1 except for certain items as noted below.

F. No separate payment shall be made for coordination of any water and gas line relocation work with Keyspan/National Grid or Goffstown Village Water Precinct as required by the OWNER.

1.02 DESCRIPTION OF PAY ITEMS

A. <u>Hot Bituminous Pavement</u> (Items 1-3)

1. Hot bituminous pavement, including binder and wear courses, shall be measured and paid for by the ton in-place as required by the plans. The price shall include shall constitute full compensation for all labor, materials and equipment in connection with this item.

2. The placement of tack coat, trimming of pavement joints and sweeping of the road shall be incidental to the unit cost per ton.

3. The placement Temporary Pavement Markers (TPMs), including labor cost, one time installation after pavement placement, removal and disposal, shall be incidental to the unit cost per ton for pavement, both binder and wear courses.

4. See Specification Section 03300 for more detail.

B. Asphalt Milling (Item 4)

1. Measurement and Payment shall be by the square yard as determined by the actual surface measurements of lengths and widths of the bituminous areas removed. The price shall include shall constitute full compensation for all labor, materials and equipment in connection with this item.

2. Price shall include removal of millings by contractor and area swept each day after milling operations are completed.

3. See Specification Sections 03300 for more detail.

C. Reclamation (Item 5)

1. Measurement and Payment shall be by the square yard for properly graded and compacted reclaimed stabilized base as directed by the ENGINEER. The price shall include shall constitute full compensation for all labor, materials and equipment in connection with this item.

2. CaCl2 is subsidiary to the cost of reclaiming asphalt when required by the ENGINEER.

3. Water used for dust control and proper compaction shall be incidental to the work.

4. See Specification Sections 03150 for more detail.

D. Adjusting Manholes & Catch Basins (Item 6)

1. Measurement and Payment shall be for each manhole cover lowered and raised. Covers shall be lowered and plated prior to placing of shim or base course. Prior to placement to wear course covers will be raised to specified height as required. The price shall include shall constitute full compensation for all labor, materials and equipment in connection with this item.

2. Manholes shall be raised with red brick courses up to 1 foot max. Precast concrete rings will only be allowed when structures must be raised greater than 1 foot.

E. Adjusting Manholes & Catch Basins (Item 7)

1. Measurement and Payment shall be for each manhole cover raised. Prior to placement to wear course covers will be raised to specified height as required. The price shall include shall constitute full compensation for all labor, materials and equipment in connection with this item.

2. Manholes shall be raised with red brick courses up to 1 foot max. Precast concrete rings will only be allowed when structures must be raised greater than 1 foot.

F. Sidewalk Paving (Items 8)

1. Measurement and Payment for sidewalks will be per square yard complete in-place and approved by Town Engineer. The price shall include full compensation for all labor, materials and equipment in connection with this item.

2. Sidewalks shall be machine placed 3 inches minimum in two (2) lifts.

3. All required testing shall be at the expense of the CONTRACTOR.

4. See Specification Section 03500 for more detail.

G. Bituminous Curbing (Item 9)

1. Measurement and payment for bituminous curbing will be per linear foot complete in-place. The price shall include full compensation for all labor, materials and equipment in connection with this item.

2. See Specification Section 03350 for more detail.

H. Machine Placed Trench Patch (Item 10)

1. Hot bituminous pavement, including binder and wear courses, shall be measured and paid for by the ton in-place as required by the plans. The price shall include shall constitute full compensation for all labor, materials and equipment in connection with this item.

2. See Specification Section 03300 for more detail.

I. Hand Placed Asphalt (Item 11)

1. Hot bituminous pavement, including binder and wear courses, shall be measured and paid for by the ton in-place as required by the plans. The price shall include shall constitute full compensation for all labor, materials and equipment in connection with this item.

2. The trimming of pavement joints shall be incidental to the unit cost per ton.

3. The saw cut or milling of driveways shall be incidental to the unit cost per ton.

4. See Specification Section 03300 for more detail.

END OF SECTION

SECTION 02000

TRAFFIC CONTROL AND CONSTRUCTION SIGNS

PART 1.00 GENERAL

1.01 DESCRIPTION OF WORK

A. The Work under this Section includes the furnishing of all labor, equipment, appliances and materials and performing all operations in the maintenance of traffic.

B. This Work shall consist of furnishing, erecting and maintaining temporary traffic signs and supports and permanent regulatory signs.

C. All work is to be done in accordance with the provisions of the "Manual On Uniform Traffic Control Devices" and the State of New Hampshire Traffic Control Handbook.

PART 2.00 PRODUCTS

None this Section.

PART 3.00 EXECUTION

A. Maintenance of traffic shall be accomplished by the use of certified flaggers as required to direct traffic through or around the Work or as ordered. Wherever construction severely restricts the flow of traffic in frequently traveled roads traffic control is to be performed by qualified uniformed police officers.

B. Maintenance of traffic shall consist of providing and maintaining construction signs, barricades, delineators, lights, flashers and other warning devices as required or as ordered by the ENGINEER. Determining the necessary detour(s) and sign package(s) will be the responsibility of the Contractor.

C. Traffic control devices shall be new or like new. Plans and signs shall be submitted to the ENGINEER and approved prior to start of work.

D. Construction signs will be placed at each approach of the work zone and at intersections coming into the work zone to adequately warn traffic. If flaggers are used, additional warning signs will be placed.

E. If acceptable traffic control is not maintained, then the ENGINEER can suspend all work.

PART 4.00 MEASUREMENT AND PAYMENT

A. Payment for traffic control, personnel and signage is incidental to the cost of all operations involved with completion of the work. Signs shall include all posts, stands, and hardware.

END OF SECTION

SECTION 03150

RECLAIM BITUMINOUS CONCRETE PAVEMENT

PART 1.00 GENERAL

1.01 DESCRIPTION OF WORK

A. This specification assumes a job completely contracted out which is not the case for this 2013 Road Resurfacing Bid. In-house DPW forces will be utilized for portions of the reclaim work such as placing geotextile fabric. For pricing purposes, use Section 3.02.2 Method B provided the finished product meets the final specification. A second pass may be required to meet specification. The Town does not use the Calcium Chloride injection. The contractor will rough grade the reclaimed roadway to allow the passage of traffic. If fabric is needed, DPW forces will place the geotextile below the reclaimed material. When that is complete, the contractor will bring in a sheepfoot roller for final compaction, then fine grading before placement of base course pavement.

B. Provide scarifying, if necessary and pulverizing of the existing bituminous concrete pavement material and gravel base to a minimum depth of ten inches (10") or at least two inches (2") below the pavement thickness as required, or ordered by the OWNER.

1.02 QUALITY ASSURANCE

A. Standards shall be the NHDOT Standard Specifications for Bridges and Highway Construction, Section 306.

1.03 JOB CONDITIONS

A. Weather limitations shall be as indicated in NHDOT "Standard Specifications", Section 306.3.11.2.

B. Reclaim pavements under reasonably dry conditions to prevent siltation.

1.04 EQUIPMENT

A. Equipment required for this Section must have the capability of changing forward speed and the depth of cut; be equipped with four wheel drive; perform in forward and reverse; have a cutting rotor with a minimum width of 8’; capable of cutting and pulverizing in both the up and down directions; and have a minimum capability of pulverizing to a minimum depth of 12”.

PART 2.00 PRODUCTS

2.01 GENERAL

A. The reclaimed material shall consist of the pulverized existing pavement and blended with the underlying gravel base with additional crushed gravel, as determined by the ENGINEER.

B. The pavement depths may vary along the length of the roadways of the Project.

C. Reclaim material shall conform to the following gradation of finished materials:

Sieve Size	Percent Passing By Weight
3"	100
1-1/2"	80-100
3/4"	55-90
#4	40-70

C. Additional stone as required to meet the above shall meet Section 304 of the NHDOT "Standard Specifications" for additional crushed gravel gradation.

D. Additional asphalt as required shall meet Section 702 of the NHDOT "Standard Specifications" for additional asphalt.

E. Reclaimed stabilized base shall have a minimum bitumen content of 1.5 percent.

E. Conform to NHDOT "Standard Specifications" for liquid calcium chloride ($CaCl_2$).

F. Gradation shall be determined on the total sample prior to extraction by AASHTO T 27. Bitumen content shall be determined on that portion of the sample which passes 3/4 inch sieve by AASHTO T164.

PART 3.00 EXECUTION

3.01 PREPARATION

A. Lower or remove all utility castings, if necessary, prior to the start of any work. Protect specific utilities to assure access to water mains, gravity

sewers, storm drainage and any other utility during construction.

C. The limits of pavement reclamation are generally from pavement edge to pavement edge or as directed by the ENGINEER. The CONTRACTOR will furnish controls to govern grading and crowning the reclaimed materials within the required limits.

D. Pulverize or scarify pavements and base gravel to provide a reasonably consistent reclaimed material.

D. Process reclaimed pavement using scarifying or planing mill equipment, a traveling rotary hammermill or other alternate reclaimer equipment. Rock crushers shall not be allowed as alternate equipment.

E. Care should be exercised to save all pavement materials for reclaiming, if trenches are constructed prior to the reclaiming process.

3.02 RECLAIM PROCESS

A. The Owners reserve the right to determine the method to be used based on conditions presented during the initial pass of the reclaim machinery.

3.02.1 METHOD A – SUITABLE SUBBASE

A. The reclaim process shall consist of two (2) passes with the reclaim machinery. During the second reclaim pass, liquid calcium chloride ($CaCl_2$) shall be applied at a rate of 0.75 gallon per square yard if determined by the ENGINEER. The reclaim material shall then be fine graded and compacted.

B. Excess reclaimed materials, if any, shall remain the property of the OWNER. The OWNER will direct the CONTRACTOR on the storage location.

3.02.2 METHOD B – UNSUITABLE SUBBASE

A. The reclaim process shall consist of one (1) pass with the reclaim machinery. The reclaim material shall then be graded and compacted.

3.02.3 METHOD C – RECLAIM PAVEMENT ONLY

A. The reclaim process shall consist of the removal, disposal and clean up of road pavements by cold planing.

B. The equipment shall consist of a power operated planing machine or grinder capable of accurately establishing profile grades by referencing

from both the existing pavement and from an independent grade control, and shall have a positive means of controlling cross slope elevations. The planer is to have sufficient weight to perform all types of planing without lifting. Sufficient and positive down pressure is to be provided on the drum assembly at all times when planing. The cutting shall be maintained so that the depth of the cut is within a tolerance of 1/8" throughout the width of the head. The equipment shall also have an effective means of preventing dust from escaping into the air.

C. The bituminous surface shall be removed to the depth, width, grade and typical cross-section as directed by the OWNER. No variation from the typical cross-section of more than 1/8" will be allowed. Any bituminous surfaces adjacent to objects such as scuppers, expansion joints, drop inlets, manholes, valves and curbs which are inaccessible to the cold planer shall be removed by means of other approved equipment.

D. Excess reclaimed materials shall remain the property of the OWNER. The CONTRACTOR is responsible for removing the material and for the delivery to storage location designated by the OWNER. All dust and other remaining material shall be immediately removed with a power vacuum sweeper to the satisfaction of the OWNER. The resulting surface shall be left in a condition to receive an emulsion tack coat prior to resurfacing.

3.03 COMPACTION

A. Conform to the requirements of Section 306.3.4 of the NHDOT "Standard Specifications".

B. Prior to compaction water shall be applied, for the purpose of dust control and to ensure proper compaction. Water may be added during fine grading to improve workability. Additional water shall be applied prior to compaction and may require mixing to blend with reclaimed material to ensure adequate compaction.

4.0 MEASUREMENT AND PAYMENT

A. See Specification Section 01025 for description of Measurement and Payment of reclamation item.

END OF SECTION

SECTION 03300

BITUMINOUS CONCRETE PAVEMENT

PART 1.00 GENERAL

1.01 DESCRIPTION OF WORK

A. Provide bituminous concrete pavement as specified herein.

1.02 QUALITY ASSURANCE

A. Standards shall be the New Hampshire latest edition of Standard Specifications for Bridges and Highway Construction, Division 400, hereinafter referred to as NHDOT "Standard Specifications".

B. Pavement supplier and Plant shall be as specified in NHDOT "Standard Specifications" Section 401.3.1.

1.03 SUBMITTALS

A. Material certificates shall be signed by producer and CONTRACTOR stating that each material complies with specified requirements.

B. Design mix provisions for each type of pavement specified to be submitted 7 days in advance of paving.

C. Certified weigh slips submitted for each truck load of bituminous concrete materials delivered and placed.

1.04 JOB CONDITIONS

A. Weather limitations shall be as indicated in NHDOT "Standard Specifications" Section 401.3.10.6.

1. Base course placement shall be placed at ambient temperature above 40 degrees F.

2. Wearing course placement shall be at ambient temperature above 50 degrees F.

PART 2.00 PRODUCTS

2.01 GRAVEL SUBBASE

A. Refer to Section 03150 - Reclaim Bituminous Concrete Pavement,

Section 03100 - Roadway Excavation, Backfill and Compaction, and Section 03200 - Roadway Construction section.

2.02 ASPHALT CEMENT

A. Grade as specified to comply with Section 702 of the NHDOT "Standard Specifications".

2.03 BITUMINOUS CONCRETE PAVEMENTS

A. Comply with the material requirements NHDOT "Standard Specifications", Section 401.

B. Base Courses (Binder): Superpave 19mm (3/4 inch) or approved equal.

C. Wearing Course: Superpave 12.5 mm (1/2 inch) or approved equal.

D. Shims: Superpave 9.5mm (3/8 inch) or approved equal.

E. Overlay: Superpave 9.5mm (3/8 inch) or approved equal.

F. Sidewalk (1 course): Superpave 9.5mm (3/8 inch) (over binder mix) or approved equal.

G. Walkway (1 course): Superpave 9.5mm (3/8 inch) or approved equal.

H. Driveway Aprons: Superpave 9.5mm (3/8 inch) (over binder mix) or approved equal.

2.04 BITUMINOUS TACK COAT

A. Comply with NHDOT "Standard Specifications" Section 410.

B. Grade: RS-1.

2.05 COLD PLANNING BITUMINOUS SURFACES (ASPHALT MILLING)

A. This work shall consist of removal of existing bituminous pavement by milling type equipment to the depth and grade as ordered by the ENGINEER.

PART 3.00 EXECUTION

3.01 PREPARATION

A. Prior to application of shims / overlays and wearing pavement ensure all

pavements are clean and free of debris by sweeping.

B. Prior to application of wearing surface, raise utility casings to final grade. Between raising and the application of pavement, the edge of the utility casing will be painted with fluorescent orange paint.

3.02 SUBBASE

A. Aggregate subbase shall be installed in accordance with Section 03150 Reclaim Bituminous Concrete Pavement, Section 03100 - Roadway Excavation, Backfill and Compaction and Section 03200 – Roadway Construction; or NHDOT "Standard Specification", Sections 203 and 304.

3.03 BITUMINOUS CONCRETE PAVEMENT

A. Transverse joints with existing pavement shall be cut back at a depth sufficient to allow placement of new pavement at the specified depth.

B. All utility covers and edges of existing pavement shall be painted with a suitable bituminous coating.

C. Pavement courses shall be spread continuously by a suitable paving machine to line, grade and thickness specified.

D. Paving machines and compaction rollers shall meet the minimum requirements of the NHDOT "Standard Specifications", Section 401.3.11 and 401.3.12.

E. Permanent Bituminous Concrete base course shall be placed to a compacted thickness of 2 ½ inches or as directed by the ENGINEER. In areas that have been reclaimed, the base course pavement shall be placed no later than three (3) days following final completion of the reclamation process.

F. Permanent Bituminous Concrete wearing course shall be placed to a compacted thickness of 1 ½ inches, or as directed by the ENGINEER. *The wearing course shall be placed only after the base course has been in place over a winter season and any apparent imperfections have been repaired.*

G. Sidewalk Bituminous Concrete courses shall be placed to a compacted thickness as noted in the Section 03500 or as directed by the ENGINEER.

3.04 BITUMINOUS TACK COAT

A. Apply tack coat, as required or at the direction of the ENGINEER,

immediately prior to paving against curbing, gutters, manholes and existing pavement for adequate bond.

B. Tack coat generally not required on new base pavement courses. Apply utilizing machine spray to existing weathered pavement at a rate of 0.5 to 2.0 gallons per square yard.

3.05 COLD PLANNING BITUMINOUS SURFACES (ASPHALT MILLING)

A. The existing bituminous surface shall be removed by a milling machine capable of removing, in one or more passes, bituminous material to the depth specified. The equipment shall be capable of accurately establishing profile grades by an automatic grade control system referencing from either the existing pavement or from an established independent grade line.

B. The equipment shall have an effective means for controlling dust.

3.06 TEMPORARY TRENCH PAVEMENT

A. Prep work for the trench patch shall be performed by the Owner. The Contractor is responsible for finishing the trench patch as specified.

B. Temporary Trench Patch shall consist of one 2 inch lift of bituminous concrete base course which shall sit through one winter and be removed at the direction of the OWNER prior to Permanent Trench Patch.

3.07 PERMANENT TRENCH AND REPLACEMENT PATCH PAVEMENT

A. Aggregate subbase gravel as required in Section 03100 - Roadway Excavation, Backfill and Compaction, NHDOT "Standard Specification", or as shown on the Drawings.

B. Prep work for the trench patch shall be performed by the Owner. The Contractor is responsible for finishing the trench patch as specified.

B. Permanent Trench Pavement in areas that will not receive an overlay shall be placed following the removal of the temporary trench pavement. Existing pavement edges shall be cut to neat lines and square edge and the subbase replaced (as needed), graded and compacted. Permanent trench pavement shall be installed and compacted to match that of the existing pavement. Any pavement work required outside of the permanent trench pavement pay limits shall be installed at the CONTRACTOR's own expense.

C. Permanent Trench Pavement in areas that will receive an overlay shall

have the base course be installed to full depth to match the existing pavement. Existing pavement edges shall be cut to neat lines and square edge and the subbase replaced and graded to match that of the existing roadway. Any pavement work required outside of the permanent trench pavement pay limits shall be installed at the CONTRACTOR's own expense.

D. Permanent Trench Patch shall be installed in two separate lifts. The lower lift is a 2-1/2 inch bituminous base course and the top lift is a 1-1/2 inch bituminous top course.

D. Regrade base material and compact as required.

E. Clean and apply tack coat to the cut edges.

F. Where full width pavement on a roadway is to be installed, the following shall be performed before full width overlay:

1. Level pavement to conform to the grade and crown of original pavement. Pavement required to level the trench pavement shall be placed at the CONTRACTOR's expense.

2. Clean pavement and apply bituminous tack coat.

3.08 OVERLAY OF EXISTING PAVEMENT

A. Shim areas where overlay surface course thickness would exceed 2 inches. Tack coat required as directed by the ENGINEER in accordance with NHDOT "Standard Specifications", Section 410.3.3.

B. Overlay shall be applied as required in the Contract Specifications or as directed by the ENGINEER.

3.09 HOT POURED CRACK SEALANT

A. Placement shall comply with NHDOT “Standard Specifications” Section 413.2.1.

3.10 TRAFFIC AND PAVEMENT MARKINGS

A. Provide all pavement striping and markings as determined based on current field conditions. Areas requiring striping shall have Temporary Pavement Markers (TPMs) placed at the appropriate intervals immediately after rolling operation is completed.

B. Temporary pavement markers shall be a product listed on the Qualified

Products List under the 619 items.

C. Comply with the provisions of the Manual on Uniform Traffic Control Devices (MUTCD) for all traffic markings.

3.11 GUARANTEE

A. The CONTRACTOR shall maintain pavement placed under the terms of the Contract for a period of two (2) years.

Part 4.00 MEASUREMENT AND PAYMENT

A. See Specification Section 01025 for description of Measurement and Payment of pavement and milling items.

END OF SECTION

SECTION 03350

BITUMINOUS CONCRETE CURBING

PART 1.00 GENERAL

1.01 DESCRIPTION OF WORK

A. Work under this section includes installation of a 1-foot cape cod bituminous curb for the purpose of proper drainage functionality.

PART 2.00 PRODUCTS

2.01 BITUMINOUS CURBING

A. Bituminous curb shall meet the requirements of Division 400, Section 401 of the NHDOT Standard Specifications for Road and Bridge Construction except that the composition of the mixture shall conform to the limits of the Table below. The mixture shall extrude properly with a uniform, smooth appearance.

REQUIRED GRADING FOR BITUMINOUS CURB

SIEVE SIZE	PERCENTAGE BY WEIGHT PASSING
¾ inch	100
½ inch	86 – 100
3/8 inch	75 – 100
No. 4	60 – 80
No. 10	40 – 60
No 40	18 – 35
No. 200	3 – 10
Asphalt Cement, percent of Mix	7.0 – 9.0

B. Polyester fibers, as approved by the Bureau of Materials and Research, shall be uniformly incorporated in the dry mix in the proportion of approximately ¼ percent of the total batch weight.

PART 3.00 EXECUTION

A. Base pavement should be extended by 1 foot in areas where curbing is required.

B. Prior to placing the curbing, the surface of the pavement shall be cleaned as directed and painted with a tack coat of bituminous material when ordered.

C. The curbing shall be placed by means of an approved extruding curb paver. The curbing shall be compacted to a minimum density of 90 percent of a laboratory compacted sample of the same mix. A tight bond shall be obtained between the prepared course and the curb and between necessary curb joints.

PART 4.00 MEASUREMENT AND PAYMENT

A. See Specification Section 01025 for description of Measurement and Payment of curbing items.

END OF SECTION

SECTION 03500

ASPHALT SIDEWALKS

PART 1.00 GENERAL

1.01 DESCRIPTION OF WORK

A. This work shall consist of constructing sidewalks of hot bituminous pavement. Sidewalks shall be constructed to conform to the Americans with Disabilities Act Accessibility Guidelines.

1.02 QUALITY ASSURANCE

A. Standards shall be the New Hampshire latest edition of Standard Specifications for Bridges and Highway Construction, hereinafter referred to as NHDOT "Standard Specifications".

B. The CONTRACTOR will be responsible for coordinating two (2) compaction tests per day on the crushed gravel layer. The location of the test will be as directed by the ENGINEER.

1.03 SUBMITTALS

A. Materials certificates shall be signed by producer and CONTRACTOR stating that each material complies with specified requirements.

B. Certified weigh slips submitted for each truck load of material delivered and placed.

1.04 JOB CONDITIONS

A. Weather limitations shall be as indicated in NHDOT “Standard Specifications” Section 401.3.10.6 for bituminous pavement.

B. The CONTRACTOR shall not place asphalt in cold weather unless previously approved by the ENGINEER and OWNER. The OWNER has the right to extend the contract into the following year to allow for proper asphalt installation should temperatures drop.

PART 2.00 PRODUCTS

2.01 BASE COURSE

A. Base course material beneath any section of sidewalk shall be 8 inches of crushed gravel and conform to NHDOT "Standard Specifications" Section 304. See Table 1 (304.3 – Crushed Gravel).

1.03 BITUMINOUS PAVEMENT

A. Hot bituminous pavement shall meet requirements of NHDOT "Standard Specification" Section 401 except that the composition of mixtures shall conform to the following limits:

TABLE – Composition of Mixtures

SIEVE SIZE	Binder Course PERCENTAGE BY WEIGHT PASSING	Wearing Course
1/2"	95 - 100	--
3/8"	90 - 100	98 - 100
No. 4	45 - 75	80 - 100
No. 8	32 - 53	45 - 70
No. 16	22 - 41	30 - 51
No. 30	14 - 33	21 - 38
No. 50	8 - 25	13 - 27
No. 200	2 - 6	2 – 6
Asphalt Cement percent of mixture	5.5-7.5	6-9

PART 3.00 EXECUTION

3.01 GENERAL

A. 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.

B. All sidewalks shall in no case be less than 5 feet in width unless approval is obtained from the ENGINEER.

C. The sidewalk shall pitch at a slope of 1/4 inch per horizontal foot from the back of the sidewalk to the front.

D. Walks shall slope a minimum of 6 feet on each side of the driveway to match drive elevations.

E. The sidewalk cross-section shall conform to the typical drawings as shown on the plans.

F. The 8 inch minimum crushed gravel base shall not be placed on a wet or frozen sub-grade. The subgrade shall be carefully graded and compacted. The 8 inch minimum crushed gravel base material shall be spread and rolled to a smooth surface and to the required cross-section.

G. The 8 inch minimum crushed gravel base shall be moistened during the installation for proper compaction. Compaction shall meet or exceed the 95% optimum density. It is the responsibility of the CONTRACTOR to coordinate all compaction testing as ordered by the Town Engineer at no additional cost to the OWNER.

H. The OWNER reserves the right to have sieve analyses, compaction tests and/or concrete samples analyzed by a testing lab for inspection purposes.

3.03 BITUMINOUS SIDEWALKS

A. The subgrade shall be carefully graded and compacted. The 8 inch minimum crushed gravel base material shall be spread and rolled to a smooth surface and to the required cross-section.

B. Bituminous sidewalk pavement shall be machine placed to specified thickness below.

C. The compacted binder course shall be 2 inches in thickness.

D. The compacted wearing course shall be 1 inch in thickness.

E. Bituminous sidewalks shall not be less than 3" thick and shall be placed over a minimum of 8" crushed gravel base.

F. The bituminous pavement shall be spread uniformly in two courses as specified above. Each course shall be rolled with a roller weighing between 500 lb and 2,000 lb. The finished surface shall be uniform in appearance, free from irregularities, and shall present a smooth surface. The edges shall be trimmed as directed.

PART 4.00 MEASUREMENT AND PAYMENT

A. See Specification Section 01025 for description of Measurement and Payment of sidewalk items.

END SECTION

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SECTION 03700

BLENDING DRIVEWAYS

PART 1.00 GENERAL

A. Work under this Section includes the furnishing of all labor, equipment, appliances and materials, and performing all operations in blending and restoring driveways which have been disturbed in construction.

B. Materials such as gravel or asphalt will be replaced back to original condition.

PART 2.00 PRODUCTS

A. Driveway Aprons shall consist of a 2-1/2 inch layer of Superpave 19 mm(3/4”) Mix binder and a 1-1/2 inch layer of Superpave 12.5 mm(1/2”) mix. Both hand placed and compacted.

PART 3.00 EXECUTION

A. Asphalt driveways shall be saw cut or milled and painted with bitumen when new asphalt is matched into the existing pavement.

B. Gravel shall be replaced with comparable material and properly compacted. A paved apron will be installed in gravel driveways and extend into the driveway a minimum of 4 feet, or to the back edge of the back slope if the driveway has a swale through it for drainage.

PART 4.00 MEASUREMENT AND PAYMENT

A. See Specification Section 01025 for description of Measurement and Payment of pavement items.

END OF SECTION

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