



# PUBLIC WORKS DEPARTMENT

CITY OF PORTSMOUTH

680 Peverly Hill Road

Portsmouth N.H. 03801

(603) 427-1530 FAX (603) 427-1539

ADDENDUM NUMBER 2

Bid 31-24

**Proposed Repair of Maplewood Avenue Bridge over North Mill Pond**

**Issued February 22, 2024**

This addendum forms part of the original document marked “**BIDDING REQUIREMENTS, CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR THE CONSTRUCTION OF PROPOSED REPAIR OF MAPLEWOOD AVENUE BRIDGE OVER NORTH MILL POND, NHDOT BRIDGE NO. 231/103, CITY OF PORTSMOUTH PUBLIC WORKS DEPARTMENT BID #31-24**”.

Acknowledge this addendum within your proposal. Failure to do so may subject bidder to disqualification.

**Revised Contract Documents & Specifications:**

Please replace the following sections of the Contract Documents with enclosed revised documents:

**Section 00111 – Advertisement for Bids**

Revised to reflect the new bid opening date of March 4, 2024

**Section 00410 – Bid Form**

Revised to incorporate the following changes:

Changed Item 618.7 Flagger to an allowance item

Changed unit for Item 645.72 Monitoring SWPPP to HR

Bid Alternate 3:

Replaced Item 999 with Item 1010.59 - Bridge Re-Opening Incentive

Changed description to reflect item revision

**Section 00520 – Agreement**

Article 4 - Contract times

Part 4.02(B)

Increased Substantial Completion to 140 consecutive calendar days

Parts 4.02(C) and 4.02(D)

Revised to reference the new Bridge Re-Opening Incentive bid item and item structure

Part 4.03(A)

Revised to remove reference to Bid Alternate 3

Added text regarding the permissible single lane of alternating traffic before and after the bridge closure period.

**Section 00550 – Notice to Proceed**

Deleted reference to Bid Alternate 3, and to a 30-day bridge closure period, from the second paragraph.

**Special Provision Item 1010.59 – Bridge Re-Opening Incentive**

Special Provision for new bid item that replaces Item 999 Reduction of Bridge Closure Duration.

**Clarification of Contract Documents:**

Item 618.7 Flaggers is changed to an allowance item via Addendum 2. This pay item shall be used for the payment of authorized costs associated with flagging and/or uniformed officers for traffic control purposes and will be paid at the invoice value without markup.

**Revisions to Contract Drawings:**

The following Contract Drawing revisions are incorporated by reference via Addendum 2. Revised drawings will not be issued to reflect these changes.

**Sheet 5 of 17 – Project Notes and Summary of Quantities**

Revisions to the Summary of Quantities table reflecting the revised Bid Form issued via Addendum 2 are incorporated by reference.

**Sheet 8 of 17 – Site Plan**

Revise Note #1 to read as follows:

SAWCUT AND REMOVE EX. ABANDONED SEWER MAIN AT THE LIMITS OF EXCAVATION NECESSARY FOR RETAINING WALL RECONSTRUCTION, AND WHERE THE ABANDONED MAIN IS VISIBLE ON THE NORTH FACE OF THE BRIDGE (INCIDENTAL TO BID ITEMS 596.3 AND 596.31). REVIEW PORTION OF SEWER MAIN TO REMAIN WITH ENGINEER. IF VOIDS ARE ENCOUNTERED IN THE PORTION OF THE EXISTING SEWER MAIN TO REMAIN (BEYOND THE LIMITS OF REMOVAL), THAT WORK SHALL BE PAID FOR WITH BID ITEM 520.421 CONCRETE CLASS F, FLOWABLE FILL, EXCAVATABLE.

**All Applicable Sheets:**

The label 'NORTH MILL POND' should be located on the south side of Maplewood Avenue, where North Mill Pond proper is located.

**Questions:**

The following questions were received from prospective bidders separately from those received and answered during the Pre-Bid Meeting and in Addendum 1:

**Question #1:**

What is the required geopolymer liner thickness?

**Answer #1:**

The required geopolymer liner thickness is 4.5". Preliminary coordination with one geopolymer designer/installer (during the design phase) indicates that a maximum thickness of 4.5" is sufficient for this application. Designs with a greater or lesser liner thickness will not be accepted. The minimum 4.5" thickness as dimensioned in Section A-A on Sheet 10 of the Contract Drawings is to be taken from the crest of the corrugations.

Question #2:

What design method should be employed to determine the liner thickness?

Answer #2:

The liner shall be designed for HL-93 loading in accordance with the AASHTO 2020 LRFD Bridge Design Specifications, Ninth Edition. The methodology for analyzing the structure, distributing loading to the liner, and the ultimate design of the geopolymer liner shall be determined by the geopolymer liner designer and be consistent with common and accepted industry practice for geopolymer liner design. A design computation package sealed by a Professional Engineer licensed in the State of New Hampshire shall be prepared and submitted to the Engineer for review and approval.

Question #3:

Please provide nominal liner design geometry assumptions.

Answer #3:

The following information is provided for bidding purposes only. All dimensions, elevations, and site condition information necessary for final design of the geopolymer liner must be verified by the Contractor and/or geopolymer liner designer as part of the liner design process and must be completed prior to fabrication or ordering of materials. See response to Question #5 for further discussion of the collection of existing condition information during the design phase.

- The extent of load sharing between the existing stone masonry arch and corrugated metal plate arch (CMPA) liner is unknown. It shall be assumed that neither the stone arch nor CMPA liner will support dead or live loading in the future condition, and that the proposed geopolymer liner must support 100% of all future loading.
- The diameter and span of the arch shall be assumed to match the dimensions shown in the Contract Drawings (29'-0" diameter and 25'-8" span).
- The estimated minimum cover depth at the arch apex is 3'-9", and the estimated maximum cover depth at the arch apex is 4'-9". This range was derived by starting with a cover depth of approximately 4'-3" calculated based on topographic survey data and adding variability of +/- 6" to account for roadway cross slope as well as a potential profile grade of the existing structure.
- Water elevation shall be consistent with what is shown on the Contract Drawings.

Question #4:

Are the corrugations to be completely filled?

Answer #4:

Yes, the corrugations are to be completely filled with the geopolymer liner.

Question #5:

What is the depth of existing corrugations?

Answer #5:

Neither the Owner nor Engineer have precise measurements of the liner corrugations. Prospective bidders are encouraged to visit the site to verify existing conditions and collect measurements not included in the Contract Documents, including liner corrugation geometry.

Question #6:

Please provide detail for the stem wall connection with the arch.

Answer #6:

The connection between the stem wall and the geopolymer liner shall be determined by the geopolymer liner designer. The connection cannot protrude further inward, or further restrict the hydraulic capacity of the bridge, as compared to how this connection is schematically depicted in the Proposed Bridge Section detail on Sheet 12 of the Contract Drawings. This connection must be sufficient to transfer the load from the geopolymer liner into the existing substructure. Per preliminary coordination with one geopolymer designer/installer (during the design phase), the use of reinforcing steel or other physical or mechanical connection beyond the geopolymer liner itself was not anticipated to be required at this location.

Question #7:

QAQC is paid for by the Engineer or owner but does not specify what QAQC is. Are there requirements for Compression and Flexural testing?

Answer #7:

Independent testing will be completed by the City's representative at no cost to the Contractor. Testing shall be subject to the terms of the contract including but not limited to the cost of additional testing for failed tests shall be paid for by the Contractor, and the Contractor shall be responsible for proper advance notification to the Owner/Engineer of all required testing. Testing that the geopolymer liner design engineer or installer deems necessary to satisfy their internal QAQC processes, or to ensure proper application of the liner, shall be the responsibility of the Contractor/geopolymer liner installer to complete during construction (at no additional cost to the Owner or Engineer).

Question #8:

The lining spec requests a load rating be completed for this project. Assuming the permitted lining cannot exceed 4.5", it is entirely possible that the 4.5" thickness will not pass a load rating requirement. Has this calculation been completed in advance of this bid? If the thickness required for the load rating exceeds 4.5 inches, how will this be paid?

Answer #8:

Preliminary coordination with one geopolymer installer (during the design phase) indicates that the specified maximum thickness of 4.5" is sufficient for this application. The thickness of geopolymer liner cannot exceed 4.5"; see response to Question #1 for further discussion.

**SECTION 00111**  
**ADVERTISEMENT FOR BIDS**  
(EJCDC C-111 Modified)

Proposed Repair of Maplewood Avenue Bridge over North Mill Pond, NHDOT Bridge No. 231/103

City of Portsmouth Public Works Department  
Portsmouth, NH

**The City of Portsmouth is seeking bids** for the construction of the Proposed Repair of Maplewood Avenue Bridge over North Mill Pond. Bid proposals **plainly marked, “Proposed Repair of Maplewood Avenue Bridge over North Mill Pond, Bid #31-24” on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, 3<sup>rd</sup> Floor City Hall, 1 Junkins Avenue Portsmouth, NH 03801, will be accepted until Monday, March 4, 2024 at 2:00 PM at which time all bids will be publicly opened and read aloud.

The project consists of repairs to the 25' single-span Maplewood Avenue Bridge. Repairs generally consist of the installation of a spray-applied geopolymer liner, guardrail support slab replacement, and roadway and drainage improvements. The project also includes repairs to sections of the existing retaining walls consisting of partial reconstruction and stabilization in isolated locations. The engineer's estimate for the work is between \$2.2 million and \$2.6 million. The project is to be completed during the 2024 construction season, utilizing the allowable contract time to achieve Substantial Completion on or before November 1, 2024. Bids shall be on a unit price basis, with additive alternate bid items as indicated in the Bid Form.

Bidders must be listed on the NHDOT “Prequalified Contractor’s List” with a classification of bridge, bridge rehabilitation, and/or road construction, or provide written documentation from NHDOT as of the date and time of the Bid Opening. Bids submitted from bidders who are not on the specified classifications of the NHDOT “Prequalified Contractor’s List” or who cannot provide written proof of prequalification from NHDOT prior to the time of the bid opening will be deemed unresponsive and returned unopened.

Electronic Bidding Documents may be obtained at the City’s website <http://cityofportsmouth.com/finance/purchasing.htm>. Hard copies of the Bidding Documents will not be available. Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website under the project heading.

A mandatory pre-bid conference will be held at 10:00 am local time on Thursday, February 8, 2024 at the City of Portsmouth Public Works Department, 680 Peverly Hill Road, Portsmouth, NH 03801; a site visit to the project site (Maplewood Avenue Bridge) will follow the pre-bid conference. Therefore, all interested bidders are REQUIRED to attend in order to prepare acceptable bid submissions.

Bids must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the City.

END OF SECTION

**SECTION 00410**  
**BID FORM**  
(EJCDC Form C-410, Modified)

**PROJECT IDENTIFICATION:** Proposed Repair of Maplewood Avenue Bridge over North Mill Pond

**CONTRACT IDENTIFICATION AND NUMBER:** Proposed Repair of Maplewood Avenue Bridge over North Mill Pond  
Hoyle, Tanner Project No. 20.905110.00  
Client Project No. 7225

**ARTICLE 1 – OWNER AND BIDDER**

1.01 This Bid is submitted to: City of Portsmouth Public Works Department  
680 Peverly Hill Road  
Portsmouth, NH 03801

1.02 Bid Delivery & Opening Location: City of Portsmouth, Finance/Purchasing Department  
City Hall, 1 Junkins Avenue  
Portsmouth, NH 03801

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – ATTACHMENTS TO THIS BID**

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - C. Evidence of the required NHDOT prequalification status;
  - D. Contractor's license number: \_\_\_\_\_ as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
  - E. Required Bidder Qualification Statement with supporting data.

**ARTICLE 3 – BASIS OF BID – LUMP SUM AND UNIT PRICES**

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:

BID SCHEDULE A – BASE BID

ITEM NO.	ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	<u>UNIT PRICE</u> DOLLARS CTS	<u>TOTAL PRICE</u> DOLLARS CTS
201.1	Clearing and Grubbing, for the unit price per acre of:  _____ Dollars (words) and _____ Cents.	AC	0.15		
202.7	Removal of Guardrail, for the unit price per linear foot of:  _____ Dollars (words) and _____ Cents.	LF	580		
202.8	Removal of Fence, for the unit price per linear foot of:  _____ Dollars (words) and _____ Cents.	LF	50		
203.1	Common Excavation, for the unit price per cubic yard of:  _____ Dollars (words) and _____ Cents	CY	1,600		
207.3	Unclassified Channel Excavation, for the unit price per cubic yard of:  _____ Dollars (words) and _____ Cents.	CY	60		
211.11	Vibration Monitoring Services, for the unit price per hour of:  _____ Dollars (words) and _____ Cents.	HR	40		

ITEM NO.	ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE DOLLARS CTS	TOTAL PRICE DOLLARS CTS
304.2	Gravel, for the unit price per cubic yard of: _____ (words) Dollars and _____ Cents.	CY	260		
304.3	Crushed Gravel, for the unit price per cubic yard of: _____ (words) Dollars and _____ Cents.	CY	410		
403.11033	Hot Bituminous Pavement Winter Binder, Machine Method, for the unit price per ton of: _____ (words) Dollars and _____ Cents.	TON	270		
403.16	Pavement Joint Adhesive, for the unit price per linear foot: _____ (words) Dollars and _____ Cents.	LF	1,700		
417.	Cold Planing Bituminous Surfaces, for the unit price square yard of: _____ (words) Dollars and _____ Cents.	SY	80		
502.	Removal of Existing Bridge Structure, for the unit price per unit of: _____ (words) Dollars and _____ Cents.	U	1		



ITEM NO.	ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE DOLLARS CTS	TOTAL PRICE DOLLARS CTS
503.1	Water Diversion Structures, for the unit price per unit of:  _____ Dollars (words) and _____ Cents.	U	1		
511.04	Structural Concrete Removal, for the unit price per cubic yard of:  _____ Dollars (words) and _____ Cents.	CY	220		
520.02025	Concrete Class AA, Rail Support Slab, for the price per cubic yard of:  _____ Dollars (words) and _____ Cents.	CY	220		
520.421	Concrete Class F, Flowable Fill, Excavatable, for the price per cubic yard of:  _____ Dollars (words) and _____ Cents.	CY	10		
520.99	Geopolymer Lining, for the price per linear foot of:  _____ Dollars (words) and _____ Cents.	LF	51		
534.3	Water Repellent (Silane/Siloxane), for the price per gallon of:  _____ Dollars (words) and _____ Cents.	GAL	35		

ITEM NO.	ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE DOLLARS CTS	TOTAL PRICE DOLLARS CTS
544.31	Reinforcing Steel, Epoxy Coated (Contractor Detailed), for the price per pound of:  _____ Dollars (words) and _____ Cents.	LB	34,900		
563.24	Bridge Rail T4, for the price per linear foot of:  _____ Dollars (words) and _____ Cents.	LF	530		
583.3	Riprap, Class III, for the price per cubic yard of:  _____ Dollars (words) and _____ Cents.	CY	6		
583.7	Riprap, Class VII, for the price per cubic yard of:  _____ Dollars (words) and _____ Cents.	CY	70		
593.321	Geotextile; Stabilization CL. 2, Non-Woven, for the price per square yard of:  _____ Dollars (words) and _____ Cents.	SY	1,850		
593.411	Geotextile; Perm. Control, CL. 1, Non-Woven, for the price per square yard of:  _____ Dollars (words) and _____ Cents.	SY	430		

ITEM NO.	ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE DOLLARS CTS	TOTAL PRICE DOLLARS CTS
596.3	Stone Masonry Retaining Wall Reconstruction (Full Height), for the price per square foot of:  _____ Dollars (words)  and _____ Cents.	SF	500		
596.31	Stone Masonry Retaining Wall Reconstruction (Partial Height), for the price per square foot of:  _____ Dollars (words)  and _____ Cents.	SF	200		
603.00001	Video Inspection, for the price per linear foot of:  _____ Dollars (words)  and _____ Cents.	LF	80		
603.82212	12" PE Pipe (Type S), for the price per linear foot of:  _____ Dollars (words)  and _____ Cents.	LF	130		
604.0007	Polyethylene Liner, for the price per each of:  _____ Dollars (words)  and _____ Cents.	EA	4		

ITEM NO.	ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE DOLLARS CTS	TOTAL PRICE DOLLARS CTS
604.114	Catch Basins Type A, 4-Foot Diameter, for the price per unit of:  _____ Dollars (words) and _____ Cents.	U	5		
606.417	Portable Concrete Barrier for Traffic Control, for the price per linear foot of:  _____ Dollars (words) and _____ Cents.	LF	80		
608.12	2" Bituminous Sidewalk, for the price per square yard of:  _____ Dollars (words) and _____ Cents.	SY	120		
608.24	4" Concrete Sidewalk, for the price per square yard of:  _____ Dollars (words) and _____ Cents.	SY	34		
609.01	Straight Granite Curb, for the price per linear foot of:  _____ Dollars (words) and _____ Cents.	LF	690		
614.513	Concrete Utility Vault, for the price per unit of:  _____ Dollars (words) and _____ Cents.	U	1		

ITEM NO.	ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE DOLLARS CTS	TOTAL PRICE DOLLARS CTS
614.7281	Lighting Conduit System, for the price per unit foot of:  _____ Dollars (words) and _____ Cents.	U	1		
614.73114	3" PVC Conduit, Schedule 40, for the price per linear foot of:  _____ Dollars (words) and _____ Cents.	LF	460		
614.75941	5" 9-Duct PVC Conduit, Schedule 40, for the price per linear foot of:  _____ Dollars (words) and _____ Cents.	LF	390		
618.7	Flaggers, for the price per allowance of:  _____ Dollars (words) and _____ Cents.	\$	30,000	\$1.00	\$30,000.00
619.1	Maintenance of Traffic, for the price per unit of:  _____ Dollars (words) and _____ Cents.	U	1		
619.253	Portable Changeable Message Sign (Unit Week), for the price per unit week of:  _____ Dollars (words) and _____ Cents.	UWK	28		

ITEM NO.	ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE DOLLARS CTS	TOTAL PRICE DOLLARS CTS
632.0104	Retroreflective Paint Pavement Marking, 4" Line, for the price per linear foot of:  _____ Dollars (words) and _____ Cents.	LF	880		
645.7	Stormwater Pollution Prevention Plan, for the price per unit of:  _____ Dollars (words) and _____ Cents.	U	1		
645.72	Monitoring SWPPP and Erosion and Sediment Controls, for the price per each of:  _____ Dollars (words) and _____ Cents.	HR	64		
646.51	646.51 Turf Establishment with Mulch, Tackifiers and Loam, for the price per square yard of:  _____ Dollars (words) and _____ Cents.	SY	410		
670.104	Temporary Portable Lighting, for the price per unit of:  _____ Dollars (words) and _____ Cents.	U	1		
692.	Mobilization, for the price per unit of:  _____ Dollars (words) and _____ Cents.	U	1		

ITEM NO.	ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE DOLLARS CTS	TOTAL PRICE DOLLARS CTS
699.	Miscellaneous Temporary Erosion and Sediment Control, for the price per allowance of:  <u>Five Thousand</u> Dollars (words)  and _____ Cents.	\$	5,000	\$1.00	\$5,000.00
1002.1	Repairs or Replacements as Needed – Bridge Structures, for the price per allowance of:  <u>Sixty Thousand</u> Dollars (words)  and _____ Cents.	\$	60,000	\$1.00	\$60,000.00
1008.251	Alterations and Additions as Needed – Temporary Pedestrian Accommodation, for the price per allowance of:  <u>Ten Thousand</u> Dollars (words)  and _____ Cents.	\$	10,000	\$1.00	\$10,000.00
1008.4	Alterations and Additions as Needed – Utility Adjustments, for the price per allowance of:  <u>Eighty Thousand</u> Dollars (words)  and _____ Cents.	\$	80,000	\$1.00	\$80,000.00

TOTAL CONTRACT PRICE BID SCHEDULE A (BASE BID):

\_\_\_\_\_ Dollars  
(words)  
and \_\_\_\_\_ Cents.  
(\$ \_\_\_\_\_ )  
(numbers)

BID ALTERNATE 1 SHEDULE

**Bid Alternate 1 includes Bid Items for stabilization of the soil backfill over the bridge via chemical soil surface grout injection.**

ITEM NO.	ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE DOLLARS CTS	TOTAL PRICE DOLLARS CTS
521.423	Mobilization and Demobilization of Grouting Equipment, for the price per unit of:  _____ Dollars (words) and _____ Cents.	U	1		
521.424	Chemical Soil Surface Grout, for the price per cubic foot of:  _____ Dollars (words) and _____ Cents.	CF	80		
521.425	Grout Pipes, for the price per each of:  _____ Dollars (words) and _____ Cents.	EA	100		

TOTAL CONTRACT PRICE BID ALTERNATE 1:

\_\_\_\_\_ Dollars

(words)

and \_\_\_\_\_ Cents.

(\$ \_\_\_\_\_)

(numbers)



BID ALTERNATE 2 SCHEDULE

**Bid Alternate 2 includes Bid Items for the installation of wearing course pavement  
(to be completed during the 2025 construction season, if Bid Alternate 2 is awarded).**

ITEM NO.	ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE DOLLARS CTS	TOTAL PRICE DOLLARS CTS
403.11843	Hot Bituminous Pavement, 1/2" Surface Mix, Machine Method, Polymer Modified, for the price per ton of:  _____ Dollars (words) and _____ Cents.	TON	130		
403.16	Pavement Joint Adhesive, for the price per linear foot of:  _____ Dollars (words) and _____ Cents.	LF	1,700		
410.22	Asphalt Emulsion for Tack Coat, for the unit price per gallon of:  _____ Dollars (words) and _____ Cents.	GAL	110		
417.	Cold Planing Bituminous Surfaces, for the unit price per square yard of:  _____ Dollars (words) and _____ Cents.	SY	80		
632.0104	Retroreflective Paint Pavement Marking, 4" Line, for the price per linear foot of:  _____ Dollars (words) and _____ Cents.	LF	1,560		

TOTAL CONTRACT PRICE BID ALTERNATE 2:

\_\_\_\_\_ Dollars  
 (words)  
 and \_\_\_\_\_ Cents.  
 (\$ \_\_\_\_\_ )  
 (numbers)

BID ALTERNATE 3 SCHEDULE

**Bid Alternate 3 includes a Bid Item to incentivize re-opening of the Maplewood Avenue Bridge prior to the end of the 80 consecutive calendar day bridge closure duration.**

ITEM NO.	ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE DOLLARS CTS	TOTAL PRICE DOLLARS CTS
1010.59	Bridge Re-Opening Incentive, for the price per allowance of: _____ Dollars (words) and _____ Cents.	\$	45,000	\$1.00	\$45,000.00

TOTAL CONTRACT PRICE BID ALTERNATE 3:

\_\_\_\_\_ Dollars  
 (words)  
 and \_\_\_\_\_ Cents.  
 (\$ \_\_\_\_\_ )  
 (numbers)

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Base Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
Total Bid Alternate 1 Price (Total of all Lump Sum and Unit Price Bids)	\$
Total Bid Alternate 2 Price (Total of all Lump Sum and Unit Price Bids)	\$
Total Bid Alternate 3 Price (Total of all Lump Sum and Unit Price Bids)	\$
<b>Total Base Bid plus Bid Alternates Price</b>	<b>\$</b>

**Note:** The award of the Bid is based upon a comprehensive evaluation of Bid Schedule A (Base Bid) and any combination of Bid Alternates that results in the lowest total bid price, including none of the Bid Alternates, with the primary consideration being the best interest of the Owner.

The Owner retains the discretion to award the combination of Bid Alternates that maximizes project value, efficiency, and overall benefit. At the Owner’s discretion, the Owner may elect to award some, all, or none of the Bid Alternates.

Unit Prices have been computed in accordance with paragraph 13.03.B of the General Conditions.

**ARTICLE 4 – TIME OF COMPLETION**

- 1.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 1.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5 – BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period:*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders:*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda:*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

## ARTICLE 6 – BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 *Bidder’s Representation*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications:*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

END OF SECTION

**SECTION 00520**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT**  
(EJCDC FORM C-520, Modified)

This Agreement is by and between **City of Portsmouth Public Works Department** (“Owner”) and \_\_\_\_\_ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: repairs to the 25’ single-span Maplewood Avenue Bridge in the City of Portsmouth, NH. Repairs generally consist of the installation of a spray-applied geopolymer liner, guardrail support slab replacement, and roadway and drainage improvements. The project also includes repairs to sections of the existing retaining walls consisting of partial reconstruction and stabilization in isolated locations.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Proposed Repair of Maplewood Avenue Bridge over North Mill Pond.

**ARTICLE 3 – ENGINEER**

3.01 The Owner intends to retain Hoyle, Tanner & Associates, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times*

A. It is anticipated that Notice to Proceed will be issued on or before **April 1, 2024** in order to complete shop drawing review prior to the Contractor taking the site on or after **May 1, 2024**.

B. The Contractor will be allowed to take the site for a maximum of **140 consecutive calendar days** in order to achieve Substantial Completion.

C. The bridge shall be closed to all traffic for a maximum of **80 consecutive calendar days** beginning on or after **May 1, 2024** to substantially complete the work.

- D. If Owner award Bid Alternate 3, an incentive will be awarded for re-opening of the bridge ahead of the 80 consecutive calendar day closure period per the requirements of Item 1010.59 Bridge Re-Opening Incentive.
- E. The Work will be substantially complete on or before **November 1, 2024**. Substantial Completion shall be defined as the satisfactory completion of all Work in accordance with the Contract Documents, EXCLUSIVE of the placement of final wearing course pavement which will be completed in the 2025 construction season.
- F. If Owner DOES NOT award Bid Alternate 2 (Hot bituminous wearing course pavement) as part of the Work, the contract will not be extended and the November 1, 2024 Substantial Completion date shall also be considered the Final Completion date, at which time the Work will be Finally Completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.
- G. If Owner DOES award Bid Alternate 2 (Hot bituminous wearing course pavement) as part of the Work, the contract will be extended and a Final Completion date of **June 15, 2025** shall be established, and the Work will be Finally Completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 15, 2025**.

#### 4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone:
  - 1. Milestone 1: The Maplewood Avenue Bridge must be re-opened to all traffic a maximum of **80 consecutive calendar days** from initial bridge closure. The Contactor shall be permitted to reduce the roadway to a single lane of alternating traffic during the permitted daytime construction hours both before and after the allowable bridge closure period.

#### 4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - 1. *Substantial Completion*: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  - 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
  - 3. *Milestones*: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of



Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

2. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**ARTICLE 5 – CONTRACT PRICE.**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

TOTAL OF ALL UNIT PRICES \_\_\_\_\_ \$ \_\_\_\_\_ (dollars)  
(use words)

- C. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 7th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
- B. To ensure the proper performance of this Contract, the Owner shall retain ten percent of the monthly payments claimed by the Contractor until 50% of the original contract work is invoiced and approved by the City. Once the Contractor has invoiced more than 50% of the contract value, provided that the Contractor has satisfied the City regarding the quality and timeliness of the work and provided further that there is no specific cause for withholding additional retainage, no further amount will be withheld. Upon substantial completion of the

work the amount of retainage shall be reduced to 2% of the total contract value plus any additional retainage amounts required by the City based on the City's estimate of the fair value of any remaining punch list items. Any additional retainage held for punch list items shall be held until such time as all items on the punch list are repaired or completed to the City's acceptance. The final 2% of retainage shall be held until the warranty period has expired.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 5 percent per annum.

**ARTICLE 7 – CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual.
  6. Drawings (not attached but incorporated by reference) consisting of **17** sheets with each sheet bearing the following general title: **Portsmouth, New Hampshire; Maplewood Avenue over North Mill Pond.**
  7. Addenda (numbers **[number]** to **[number]**, inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractors Bid.
    - b. Documentation submitted by Contractor prior to Notice of Award.
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.

- d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - 7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - 8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

**ARTICLE 9 – NONDISCRIMINATION**

- A. Contractor certifies that it has implemented an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting, or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.
- B. Contractor warrants that it shall not, in the performance of the Contract, discriminate on account of actual or perceived race, ethnicity, color, religion, national origin, gender, disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:  
City of Portsmouth Public Works  
\_\_\_\_\_  
*(typed or printed name of organization)*

Contractor:  
\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:  
Name: \_\_\_\_\_  
*(typed or printed)*

Designated Representative:  
Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

END OF SECTION

**SECTION 00550  
NOTICE TO PROCEED  
(EJCDC Form C-550)**

Owner: City of Portsmouth Public Works Owner's Project No.: 7225  
Department

Engineer: Hoyle, Tanner & Associates, Inc. Engineer's Project No.: 20.905110.00

Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_

Project: Proposed Repair of Maplewood Avenue Bridge over North Mill Pond

Contract Name: Proposed Repair of Maplewood Avenue Bridge over North Mill Pond

Effective Date of Contract: \_\_\_\_\_

In accordance with the Agreement, Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **April 1, 2024** pursuant to Paragraph 4.01 of the General Conditions. On or before that date, Contractor shall start performing its obligations under the Contract Documents. The Contractor will be allowed to take the site on or after **May 1, 2024** for a maximum of **130 consecutive calendar days** in order to achieve Substantial Completion. No Work will be done at the Site prior to such date.

The bridge shall be closed to all traffic for a maximum of **80 consecutive calendar days** beginning on or after **May 1, 2024** to substantially complete the work.

The date by which Substantial Completion must be achieved is **November 1, 2024**, and the date by which readiness for final payment must be achieved is **June 15, 2025**.

Owner: **City of Portsmouth Public Works**  
**Department**

By (*signature*): \_\_\_\_\_

Name (*printed*): \_\_\_\_\_

Title: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Copy: Hoyle, Tanner & Associates, Inc.

END OF SECTION

**SPECIAL PROVISION**  
**Item 1010.59 – Bridge Re-Opening Incentive**

**Description**

**1.1** For each calendar day the Maplewood Avenue Bridge is re-opened to all traffic prior to the end of the 80 consecutive calendar day allowable bridge closure period, payment will be increased by the amount established below.

Specification Section 00520 Article 4.03 defines Contract Milestone 1 as the re-opening the Maplewood Avenue Bridge to all traffic, which is further defined as having the bridge open to unrestricted two-way traffic on minimum 11-foot travel lanes, with a minimum of base pavement in the roadway approaches, and with temporary or permanent guardrails or barriers installed on the bridge and in the roadway approaches, on both sides of the road, meeting the minimum required roadway safety standards. The Contactor shall be permitted to reduce the roadway to a single lane of alternating traffic during the permitted daytime construction hours both before and after the allowable bridge closure period.

The provisions of Section 00520 Article 4 relating to liquidated damages remains in effect and are applicable to both Contract Times and Milestones, including but not limited to Contract Milestone 1 (re-opening of the Maplewood Avenue Bridge to all traffic).

Should the amount of liquidated damages exceed the amount of the final estimate for work performed, and not paid for, the Contractor shall submit a check to the Owner in the amount of the difference within 30 days of notice that payment is due.

No time extension will be granted for labor disputes or delays in material deliveries unless it can be shown that such delays are industry wide. No consideration will be given for unfavorable weather or ground conditions or for delivery of materials.

**Method of Measurement**

**4.1** A full calendar day will be assessed at 7:01 a.m. on each calendar day following initial bridge closure. Incentives will be awarded to the Contractor for each full calendar day (24-hour period) that the bridge is re-opened to traffic ahead of the 80<sup>th</sup> calendar day following bridge closure.

If the bridge is not open to traffic as described above at 7:02 a.m. on the 81<sup>st</sup> calendar day following initial closure, Contractor shall begin paying Owner Liquidated Damages in accordance with Specification Section 00520 Article 4.

**Basis of Payment**

**5.1** The amount of incentive will be as follows:

**Incentive**  
\$1,500 per day

**Liquidated Damages**  
See Specification Section 00520 Article 4

The maximum amount payable for this project is \$45,000. Provisions for liquidated damages, including limitations on maximum amount if any, are set forth in applicable sections of the Agreement.

**5.2** The Contractor shall be paid the amount of incentive, as it is earned, in the progress payment schedule.

**5.3** Any temporary or permanent measures necessary to satisfy the requirements of Item 1010.5 for re-opening of the bridge that would not otherwise be necessary as part of the work, including but not limited to installation of temporary vehicular or pedestrian barrier systems, shall be considered incidental to Item 619.1 Maintenance of Traffic and no separate payment shall be made for said measures.

**Pay item and units:**

1010.59	Bridge Re-Opening Incentive	Dollar
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END OF SECTION