

CONTRACT AND SPECIFICATIONS

for

PAVEMENT MARKINGS

John Bohenko, City Manager

City of Portsmouth, New Hampshire

Prepared by:

City of Portsmouth
Public Works Department
680 Peverly Hill Road
Portsmouth, New Hampshire 03801

City of Portsmouth
Portsmouth, New Hampshire
Department of Public Works

Pavement Markings

INVITATION TO BID

Sealed bid proposals, **plainly marked**, Pavement Markings, Bid #52-06 **on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until 2:00 p.m. April 13, 2006 at which time all bids will be publicly opened and read aloud.

Application of Pavement Markings to be applied prior to July 1, 2006:

Double Yellow Center Lines- approximate 215,500 linear feet
White Edge Lines – approximate 90,700 linear feet

Specifications and bid proposal forms may be obtained from the Finance/Purchasing Department on the third floor at the above address, by calling the Purchasing Clerk at 603-610-7227, or from our website www.cityofportsmouth.com. **Please continue below for the complete bid package.** Questions may be directed to the Purchasing Clerk.

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

BIDDING REQUIREMENTS AND CONDITIONS

1. Special Notice to Bidders

a) Attention is directed to the fact that appended to these specifications is a complete set of bidding and general contract forms. These forms may be detached from the specifications and executed for the submittal of bids.

b) The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.

c) The bidders must submit a statement of bidders qualifications if requested.

2. Issuance of Proposal Forms

The City of Portsmouth, herein referred to as the Owner, reserves the right to deny a proposal form to a prospective bidder or to disqualify a bidder if the bidder is in default for any of the following reasons:

a) Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidders qualification or otherwise.

b) Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded.

c) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts.

d) Default under previous contracts.

e) Unsatisfactory performance on previous contracts.

f) The proposal is improper or nonconforming as defined in item 7 of this section.

3. Familiarity with Laws

The bidder is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding his or her ignorance thereof. If the bidder shall discover any provision in the plans or specifications which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the engineer in writing.

4. Preparation of Proposal

a) The bidder shall submit his or her proposal upon the forms furnished by the Owner. All words and figures shall be in ink or typed. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

b) The bidder's proposal must be signed with ink by the individual, by one or more general partners of a partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address of each general and limited partner must be shown; as a joint venture, the name and post office address of each venturer must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles and business addresses of the president, secretary and treasurer.

7. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the Owner's sole discretion for any of the following reasons:

- a) If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any portion thereof is detached.
- b) If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning.
- c) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- d) If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

8. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened.

9. Withdrawal of Proposals

A bidder will be permitted to withdraw his or her proposal unopened after it has been submitted if the Owner receives a request for withdrawal in writing prior to the time specified for opening the proposals.

10. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

11. Disqualification of Bidders

Any or all of the following reasons may be deemed by Owner in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a) More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- b) Evidence of collusion among bidders.

- c) Failure to submit all required information requested in the bid specifications.
- d) Such disqualification would be in the best interests of the Owner.

12. Material Guaranty and Samples

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, and the Owner may, in its sole discretion, reject said bid based on the contents of said statement or as a result of the failure of the bidder to submit said statement.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

a) After the proposals are opened and read, they will be compared on the basis of the total price to be charged to perform the work. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

b) The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the sole discretion of the Owner the best interest of the City of Portsmouth will be promoted thereby.

2. Award of Contract

Within 30 calendar days after the opening of proposals, if a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

3. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the Owner.

4. Execution and Approval of Contract

The successful bidder will be required to present all required insurance certificates and execute the contract within 10 days following notification of acceptance of his or her bid. No contract shall be considered as in effect until it has been fully executed by all parties thereto.

5. Failure to Execute Contract

Failure to execute the contract and provide required insurance certificates within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised as the Owner may determine in its sole discretion.

PROPOSAL FORM

Pavement Markings

CITY OF PORTSMOUTH, N.H.

To the City of Portsmouth, New Hampshire, herein called the Owner.

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

- 1. All interested in the Bid as Principals are named herein.
- 2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
- 3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.

5. The bidder understands that the quantities of work calculated in the Bid or indicated on the Drawings or in the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Portsmouth City Engineer. Any such changes will not result in or be justification for any penalty or increase in contract prices; and agrees that, if the Bid is accepted the bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefor the following item

THIS PROJECT SHALL BE BID BY UNIT PRICES:

ITEM #1: 90,700 LF, White Edge Striping Latex Based Paint (INPLACE)

Unit price in words	Unit price in figures	Total Item #1
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ITEM #2: 215,500 LF, Double Yellow Centerline Striping Latex Based Paint (INPLACE)

Unit price in words	Unit price in figures	Total Item #2
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TOTAL BID:(ITEMS #1 AND #2)

Total bid in words	Total bid price in figures	f
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The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, he will accept compensation as stipulated therein.

Date	Bidder
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PROPOSAL FORM (continued)

By: _____

Title: _____

Business Address _____

City, State, Zip Code _____

Phone _____ Fax _____

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary. **This statement to be submitted with Bid.**

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in business under your present name; also state names and dates of previous firm names, if any.
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? ____ (no) ____ (yes). If so, where and why?
9. Have you ever defaulted on a contract?
____ (no) ____ (yes). If so, where and why?
10. Have you ever failed to complete a project in the time allotment according to the Contract Documents?
____ (no) ____ (yes). If so, where and why?
11. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
12. List your major equipment available for this contract.
13. List your key personnel such as project superintendent and foremen available for this contract.

STATEMENT OF BIDDER'S QUALIFICATIONS (Continued)

Dated at _____ this _____ day of _____, 20__.

Name of Bidder

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and

says that the bidder is _____ of _____
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this ____ day of _____, 20__.

Notary of Public

My Commission expires _____

CONTRACT AGREEMENT

Pavement Markings

THIS AGREEMENT made as of the ____ day of ____ in the year **2006**, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I - Work - The Contractor shall perform all work as specified or indicated in the Contract Documents for the completion of the Project. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as my be necessary for the expeditious and proper execution of the Project.

ARTICLE II - ENGINEER - The City Engineer, or his authorized representative will act as engineer in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - The work will be performed prior to July 1, 2006. Contractor and owner shall cooperatively schedule dates for the marking of pavement before July 1, 2006.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor for performance of the work in accordance with the Contract Documents as shown under item prices in the Bid Proposal.

ARTICLE V - PAYMENT - Partial payments will be made in accordance with the Contract Documents. Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the unpaid balance of the Contract Price, subject to additions and deductions provided for in the Contract Documents.

ARTICLE VI - CONTRACT DOCUMENTS - The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Notice of Award, Notice to Proceed
- 8.3 Instruction to Bidders
- 8.4 General Requirements
- 8.5 Insurance Requirements
- 8.6 Measurement and Payment
- 8.7 Technical Specifications
- 8.8 Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE VII - TERMINATION FOR DEFAULT - Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election.

ARTICLE VIII - INDEMNIFICATION OF OWNER - Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys fees) arising in any way out of the Contractor's performance of its obligations under this Contract.

Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE IX - PERMITS - The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE X - INSURANCE - The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

ARTICLE XI - MISCELLANEOUS -

13.1 Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.

13.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

13.3 The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.

13.4 The Contract shall be construed in accordance with NH Law and jurisdiction and venue for any disputes arising herewith shall reside with the Rockingham County Superior Court.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

CONTRACT AGREEMENT (continued)

NAME OF BUSINESS

BY: _____

TITLE: _____

ATTEST: _____

(SEAL)

CITY OF PORTSMOUTH, N.H.

BY: _____
John P. Bohenko

TITLE: City Manager

ATTEST: _____

(SEAL)

NOTICE OF INTENT TO AWARD

Date:

TO:

IN AS MUCH as you were the low responsible bidder for work entitled:

Pavement Markings

In the City of Portsmouth, New Hampshire, you are hereby notified that the City intends to award the aforesaid project to you.

You are further instructed to immediately take the necessary steps for execution of the Contract within ten (10) calendar days from the date of this Notice.

Prior to starting work you must deliver to the Owner certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents. The City reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

City of Portsmouth
Portsmouth, New Hampshire

Judie Belanger,
Deputy Finance Director

NOTICE TO PROCEED

DATE:

PROJECT: **Pavement Markings**

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE

WITH THE AGREEMENT DATED _____, AND THE DATE OF COMPLETION
OF ALL WORK SHALL BE July 1, 2006.

CITY OF PORTSMOUTH, N.H.

BY _____

TITLE _____

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO
PROCEED IS HEREBY ACKNOWLEDGED BY

This the _____ day of _____ 20__

By: _____

Title: _____

CHANGE ORDER

Change Order Number _____ Date of Issuance _____

Owner:

Contractor:

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

Description:

Purpose of Change Order:

Attachments:

CHANGE IN CONTRACT PRICE CHANGE IN CONTRACT TIME

Original Contract Price: Original Contract Time:
\$ _____ _____ days

Contract Price prior to this Contract Time prior to this
Change Order: Change Order:
\$ _____ _____ days

Net Increase or Decrease of Net Increase or Decrease of
this Change Order: this Change Order:
\$ _____ _____ days

Contract Price with all Contract Time with all
approved Change Orders: approved Change Orders:
\$ _____ _____ days

RECOMMENDED: APPROVED: APPROVED:

by _____ by _____ by _____ by _____

City Engineer City Finance City Manager Contractor

CONTRACTOR'S AFFIDAVIT

STATE OF _____:

COUNTY OF _____:

Before me, the undersigned, a _____
(Notary Public, Justice of the Peace)

in and for said County and State personally appeared, _____
(Individual, Partner, or duly authorized representative of Corporate)

who being duly sworn according to law deposes and says
that the cost of labor, material, and equipment and
outstanding claims and indebtedness of whatever nature
arising out of the performance of the Contract between

CITY OF PORTSMOUTH, NEW HAMPSHIRE

and _____
(Contractor)

of _____

Dated: _____

has been paid in full for Construction of: **Pavement Markings**

(Individual, Partner, or
duly authorized
representative of
Corporate Contractor)

Sworn to and subscribed
before me this _____ day
of _____ 20____

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS that

(Contractor) of _____, County of _____ and
State of _____ do hereby acknowledge
that _____ (Contractor)

has on this day had, and received from the
CITY OF PORTSMOUTH NEW HAMPSHIRE, final and completed payment for the
Construction of:
Pavement Markings

NOW THEREFORE, the said _____
(Contractor)

for myself, my heirs, executors, and administrators) (for itself, its successors and assigns) do/does by these presents remise, release, quit-claim and forever discharge the City of Portsmouth, New Hampshire, its successors and assigns, of and from all claims and demands arising from or in connection with the said Contract dated _____, and of and from all, and all manners of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specifications, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law of equity, or otherwise, against the City of Portsmouth, New Hampshire, its successors and assigns, which (I, my heirs, executors, or administrators) (it, its successors and assigns) ever had, now have or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of record time to the date of these presents.

CONTRACTOR'S RELEASE (continued)

IN WITNESS WHEREOF, _____

(Contractor)

has caused these presents to be duly executed this _____
_____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of:

(Individual-Contractor) (Seal)

(Partnership-Contractor) (Seal)

(Partner) BY _____ (Seal)

Attested: _____
(Corporation)

(Secretary) BY _____ (President or Vice President)

(Corp. Seal)
Attachments:

of _____

Dated: _____

GENERAL REQUIREMENTS

SCOPE OF WORK

1. INTENT OF CONTRACT

The intent of the contract is to provide for the completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the contract. The contractor shall be required to conform with the intent of the plans and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the plans and specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.

2. INCIDENTAL WORK

Incidental work items for which separate payment is not measured includes, but is not limited, to the following items:

- a. Mobilization
- b. Signs
- c. Cooperation with other contractors, abutters and utilities.
- d. Accessories and fasteners or components required to make items paid for under unit prices or lump sum items complete and functional
- e. Restoration of property
- f. Clean up

3. ALTERATION OF PLANS OR OF CHARACTER OF WORK

The owner reserves the right to make such alterations of the plans or of the character of the work as may be necessary or desirable to complete fully and acceptably the proposed construction; provided that such alterations do not increase or decrease the contract cost. Within these cost limits, the alterations authorized in writing by the owner shall not impair any provisions of the contract and such increases or decreases of the quantities as a result from these alterations or deletions of certain items, shall not be the basis of claim for loss or for anticipated profits by the contractor. The contractor shall perform the work as altered at the contract unit price or prices.

GENERAL REQUIREMENTS (continued)

4. EXTRA WORK ITEMS

Extra work shall be performed by the contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the contract documents or if such pay items are not applicable than at a price negotiated between the contractor and the owner or at the unit bid price. If the owner determines that extra work is to be performed, a change order will be issued.

5. CHANGE ORDERS

The owner reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the contract documents.

6. FINAL CLEAN UP

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the Contractor shall clean-up all sites and storage grounds.

The prescribed herein will not be paid for separately, but shall be considered as subsidiary.

7. 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 Requirements shall be subject to the following order of precedence for interpretation.

1. Technical Specifications will govern General Requirements.

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain, until acceptance of the work, insurance of the limits and types specified below from an insurance company approved by the Owner.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage -- \$2,000,000
each occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage -- \$2,000,000
Combined Single, Limit, per occurrence

TYPES OF INSURANCE

Purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project. This insurance shall be in strict accordance with the requirements of the most current laws of the State of New Hampshire.
- B) Bodily Injury Insurance and Contractors Protective Property Damage Insurance.
- C) Bodily Injury and Property Damage Insurance covering the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the prosecution of the work under this Contract.
- D) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- E) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies shall include the City of Portsmouth, New Hampshire as named Additional Insured.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City of Portsmouth's general supervision of the contractor.
- 3) City of Portsmouth shall be listed as a Certificate Holder. The City shall be identified as follows:
 - City of Portsmouth
 - Attn: Legal Department
 - 1 Junkins Avenue
 - Portsmouth, NH 03801

INSURANCE REQUIREMENTS (continued)

EVIDENCE OF INSURANCE

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the Owner at the time of execution of the Agreement. Written notice shall be given to the City of Portsmouth, NH at least thirty (30) days prior to cancellation or non-renewal of such insurance coverage.

MEASUREMENT AND PAYMENT

1. MEASUREMENT OF QUANTITIES

(a) All work completed under the contract will be measured according to the United States standard measure.

(b) The term "lump sum" when used as an item of payment will mean complete payment for the work described in the item.

(c) When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories, so as to provide the item complete and functional. Except as may be otherwise provided, partial payments for lump sum items will be made approximately in proportion to the amount of the work completed on those items.

(d) Material wasted without authority will not be included in the final estimate.

2. SCOPE OF PAYMENT

(a) The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

(b) The Contractor shall be liable to the Owner for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the work which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work.

(c) No monies, payable under the contract or any part thereof, except the first estimate, shall become due or payable if the Owner so elects, until the Contractor shall satisfy the Owner that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said contract; and the Owner, if he so elects, may pay any and all such bills, in whole or in part, and deduct the amount of amounts so paid from any partial or final estimate, excepting the first estimate.

3. COMPENSATION FOR ALTERED QUANTITIES

(a) Except as provided for under the particular contract item, when the accepted quantities of work vary from the quantities in the bid schedule the Contractor shall accept as payment in full, so far as contract items are concerned, at the original contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursements therefore or from any other cause.

MEASUREMENT AND PAYMENT (continued)

(b) Extra work performed will be paid for at the contract bid prices.

4. PARTIAL PAYMENTS

Partial payments will be made on a monthly basis during the contract period.

5. FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the Engineer will make an inspection. If all construction provided for and contemplated by the contract is found complete to his satisfaction, this inspection shall constitute the final inspection and the engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

If, however, the inspection discloses any work in whole or in part, as being unsatisfactory, the Engineer 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. In such event, the Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

6. ACCEPTANCE AND FINAL PAYMENT

(a) When the project has been accepted and upon submission by the Contractor of all required reports, completed forms and certifications, the Owner will review the final estimate of the quantities of the various classes of work performed. The Contractor may be required to certify that all bills for labor and material used and subcontractors hired under this contract have been paid.

(b) The Contractor shall file with the Owner any claim that the Contractor may have regarding the final estimate at the same time the Contractor submits the final estimate. Failure to do so shall be a waiver of all such claims and shall be considered as acceptance of the final estimate. After approval of the final estimate by the Owner, the Contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the contract.

(c) All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

MEASUREMENT AND PAYMENT (continued)

7. GENERAL GUARANTY AND WARRANTY OF TITLE

(a) Neither the final certification of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

(b) 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 the right to a lien upon any improvements or appurtenances 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 subcontractors 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.

8. NO WAIVER OF LEGAL RIGHTS

(a) Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or be stopped from recovering from the Contractor or his Surety, or both, such overpayment as it may sustain by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

(b) The Contractor, without prejudice to the contract shall be liable to the terms of the contract, shall be liable to the Owner for latent defects, fraud or such gross mistakes as may amount to fraud, and as regards the Owner's right under any warranty or guaranty.

9. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

Whenever the improvement provided for by the contract shall have been completely performed on the part of the Contractor and all parts of the work have been released from further obligations except as set forth in his bond and as provided in the section above.

TECHNICAL SPECIFICATIONS

I. Scope of Work:

- A. The work shall consist of furnishing and placing white or yellow reflectorized paint pavement markings, center and edge lines in locations as directed.
- B. The Contractor shall be aware that the City of Portsmouth has a noise ordinance in effect between the hours of 6:00 PM and 7:00 AM.

II. Methods of Construction:

- A. Latex base paint shall conform to 708-NH 4.11 and Federal Specifications TT-P-1952b white traffic paint or 708-NH 4.12 and Federal Specifications TT-P-1952b yellow traffic paint.
- B. Glass beads for traffic paint shall conform to 708-NH 4.13.
- C. All pavement markings of the type specified shall be applied at the locations as determined by the Engineer and shall be in accordance with the Traffic Manual (MUTCD). Traffic control operations in conjunction with placing markings shall conform to 619 and the Traffic Control Plan.
- D. Longitudinal lines placed on tangent roadways segments shall be straight and true. Longitudinal lines placed on curves shall be continuous smoothly curved lines consistent with roadway alignment. All pavement markings placed shall meet the tolerance limits in accordance with manufacturer's recommendations.
- E. Broken lines shall consist of 10 foot line segments with 30 foot gaps and shall meet the tolerance limits in accordance with manufacturer's recommendations.
- F. Unless otherwise specified, widths of longitudinal markings shall be as follows:
 - 1. **Center Lines** - two lines, 4 inches in width
 - 2. **Edge Lines** - single line, 4 inches in width
 - 3. **Lane Lines** - single line, 4 inches in width
- G. Newly painted markings shall be protected from traffic until the paint is cured. The method of protection shall not constitute a hazard to the traveling public. Damage to any markings as a result of tracking shall be repaired by the Contractor.
- H. All equipment used for highway striping shall be specifically designed for that purpose by a company experienced in the design and manufacture of such equipment. Equipment used for longitudinal lines shall be truck mounted, and shall have the capability of placing two 4-inch yellow centerlines simultaneously according to the dimensions shown in the specifications. The paint shall be applied with an atomizing spray type striping machine. The equipment shall include a mechanical glass bead dispenser mounted not more than 12 inches behind the paint dispenser. All equipment shall be kept in good operating condition.

TECHNICAL SPECIFICATIONS (continued)

- I. Immediately before applying the pavement marking paint to the pavement, the Contractor shall insure the surface is dry and entirely free from dirt, sand, grease, oil, or other foreign matter.
- J. The surface temperature of the pavement shall be a minimum of 50 degrees.
- K. Paint shall be applied at the following flow rates per gallon for the widths of line specified:
 - 1. **4 inch wide line**, 300 - 350 linear feet for solid lines, 1200 - 1400 linear feet for broken lines
- L. Glass beads shall be applied evenly through the entire paint thickness at a rate of 6 pounds to each gallon of paint. Glass beads shall be applied by pressurized methods for fast-dry paint and by pressurized or mechanical drop methods for regular dry paint.
- M. All cleanup and disposal of solvents, residue, and the like shall be the responsibility of the Contractor and shall be performed in accordance with all applicable federal, state and local requirements.

III. Traffic Control:

Traffic control shall be the responsibility of the contractor. Traffic control shall comply with the Federal Highway Administration Manual on Uniform Traffic Control Devices Part VI, Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility, and Incident Management Operations. Contractor must maintain traffic flow, total street closures are not allowed.

VI. Mehod of Measurement:

This work shall be measured by the linear footage of longitudinal reflectorized pavement markings, on the surface of the markings, for the type and width specified. Broken lines shall be measured including gaps between line segments. Double lines shall be measured as one line. Any repair work ordered by the Engineer shall not be measured.

V. Basis of Payment:

The accepted quantities of longitudinal reflectorized pavement markings of the type specified will be paid for at the Contract Unit Price per linear foot complete in place. No payment will be made for those units of pavement markings which do not conform to the requirements of these Technical Specifications.

The Contractor shall submit an invoice monthly for the work performed during the previous 30 days. The City shall make payment within 30 days for satisfactory work.

VI. Coordination with City Engineer

The City will designate a City employee who will identify for the Contractor the roadways upon which the work will be performed and serve as a liason between the City and the Contractor.