Town of Hooksett

May 2020

Prepared by:
DEPARTMENT OF PUBLIC WORKS
35 MAIN STREET
HOOKSETT, NH 03106
(603) 485-8471

REQUEST FOR BIDS

HOOKSETT 2020 RESURFACING
Bid #20-07

Acceptance Date: 12:30 PM, Tuesday, June 9, 2020

Sealed bid proposals, plainly marked, “Hooksett 2020 RESURFACING Bid #20-07” on the outside of the mailing envelope as well as the sealed bid envelope, address to Administration Department – Hooksett Town Hall; 35 Main Street; Hooksett, New Hampshire 03106 will be accepted until Tuesday June 9, 2020 at 12:30 pm when all bids will be publicly opened and read aloud.

This bid is for: 2020 Resurfacing to: Morse Road; Silver Avenue; Dale Road; Donati Park Access Road; DPW Yard Access;

Bid packages may be obtained from the town’s web site: www.hooksett.org, or by contacting the Administration Department at the above address, or by calling (603) 485-8472.

The Town of Hooksett 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 Town.
Hooksett 2020 Resurfacing

Introduction
The Town of Hooksett is seeking bids to perform Resurfacing to: 1,675 lf Morse Road; 4,790 lf Dale Road; 850 lf Silver Avenue; 680 lf Donati Park Access Road; 856 SY and 467 SY DPW Access Yard.

Scope of Work
These Resurfacing are described as follows:

1. Bid Part A – Morse Road: Reclaimed Stabilized Base (4,840 SY) and 813 tons of bituminous pavement (base and wearing courses) 1675 lf and 19 sewer manholes/basins, Water valves.
2. Bid Part B – Silver Avenue: Reclaimed Stabilized Base (1,511 SY) and 264 tons of bituminous pavement (base and wearing courses) 850 lf and 6 sewer manholes/basins, Water valves.
3. Bid Part C – Dale Road: Reclaimed Stabilized Base (12,775 SY) and 2,228 tons of bituminous pavement (base and wearing courses 4,790 lf and 22 sewer manholes/basins, Water valves.
4. Bid Part D – Donati Park Access Road: Reclaimed Stabilized Base (1,511 SY) and 211 tons of bituminous pavement (base and wearing courses) 680lf.
5. Bid Part E DPW Access Road: 750 tons of bituminous pavement (base) 856 SY and 467 SY.

The Town may elect to award any or all of the parts listed depending upon available of funds and whatever is in the best interests of the Town.

Contract Requirements:
A typical Standard Contract is attached to this Request for Bids. The contractor shall provide at the time of the contract signing Performance and Payment Bonds and a Certificate of Insurance with requirements as specified in this RFP naming the Town as additional insured. The Town will retain 10% of the contract amount until after final contract is completed and will retain 2% of the contract amount for the one-year warranty period. The bidder shall provide a construction schedule at the time of the preconstruction meeting.

The Contractor, at the time of the preconstruction meeting, will be responsible to provide a detailed approach to complete the project including the staging area as part of the contract. In addition the Contractor shall complete a Town Excavation Permit prior to the start of construction for each street. The application fee will be waived for the Contractor.

The Town of Hooksett, Department of Public Works will oversee the proposals and construction of the project.

Vendor Qualifications
The Bidder shall list qualifications and financial stability and references on similar projects.
Criteria for Reviewing Proposals
In reviewing proposals, the Town will carefully weigh the following in making a determination which bid to award which will be in the best interests of the TOWN:

1. Vendor’s qualifications
2. Municipal experience
3. Pricing
4. Delivery of services

Bids shall be valid for a 60 day period after date of the bid opening. It is expected that a contract approval will be made by June 13, 2020 allowing the contract approval and start of construction date to be effective July 1, 2020 depending upon the available of funding and whatever is in the best interests of the Town.

Construction Schedule and Completion
The Resurfacing shall start after June 30, 2020 and shall be complete by October 19, 2020.

Construction work shall be limited to Monday to Friday, 7:00 am to 5:00 pm excluding holidays.

Submission
Pricing must be inclusive, clear and concise, including such other information as requested or required. Be sure the proposal envelope is completely and properly identified. The face of the envelope shall indicate the title of the RFP “Bid 20-07 Hooksett 2020 RESURFACING”.

Proposals must be received by the Town of Hooksett ON OR BEFORE THE HOUR SPECIFIED ON THE ACCEPTANCE DATE. Proposals maybe either mailed or hand delivered to the Town Hall, 35 Main Street, Hooksett, NH 03106, Attn: Town Administrator.

Inquiries
Inquiries pertaining to the Request for Proposal must cite the RFP title and acceptance date and be directed to Public Works Director Earl LaBonte at elobonte@hooksett.org.

Competition
It is the town’s intent that this RFP shall permit competition. It shall be the respondent’s responsibility to advise the Town Administrator, in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received not later than ten (10) days prior to the proposal acceptance date.

Reservation of Rights
The Town of Hooksett reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town.

Firm Pricing
Proposed fees must be firm for the Town acceptance for 60 days from acceptance date of proposals.

Pricing must be inclusive, clear and concise, including such other information as requested or required.

Insurance
The awarded vendor at their cost will be required to provide certificate of liability insurance before installation can commence naming the Town of Hooksett as additional insured. The following standard insurance shall be required:

**Umbrella Insurance Coverage**

| Per Occurrence | $1,000,000 |

**Commercial General Liability Insurance**

| Each Occurrence Limit | $1,000,000 |
| General Aggregate Limit | $2,000,000 |
| Products/Completed Operations Aggregate Limit | $2,000,000 |
| Personal and Advertising Limit | $1,000,000 |

**Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos):**

| Bodily Injury and Property Damage Liability |
| Combined Single Limit (Per Occurrence) | $1,000,000 |

**Workers Compensation/Employers Liability Insurance**

| Bodily Injury by Accident Each Accident |
| (Coverage B − Employer’s Liability) | $500,000 |
| Bodily Injury by Disease Aggregate Limit | $500,000 |
| Bodily Injury by Disease- Each Employee |
| (Coverage A − Statutory) | $500,000 |

**Items Addressed**

The bid should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the firm’s capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects and questions must be addressed:

a) Name, address, telephone number, fax number and e-mail address of the company
b) Three (3) copies of the proposal must be submitted
c) Name of contact person and telephone number for purposes of following up on proposal.
d) Narrative including the qualifications of the company and municipal experience.
e) Has the company been in bankruptcy, reorganization or receivership in the last five years? If so, please explain under what circumstances this disqualification or termination occurred.

**Submission**

The proposal container must be completely and properly identified. The face of the container shall be marked "Hooksett 2020 RESURFACING Bid #20-07"

Prospective bidders must monitor the Town’s website for any addendums.

Prospective bidders must monitor the Town’s website for any addendums.

Proposals must be received by the Town of Hooksett ON or BEFORE the hour specified on the acceptance date. Proposals may be either mailed to Town Administrator, 35 Main Street, Hooksett, NH 03106, or hand delivered to the Municipal Center, 35 Main Street, Hooksett, NH, Attention: Town Administrator

**LATE BIDS WILL NOT BE ACCEPTED**
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</tbody>
</table>
TOWN OF HOOKSETT and CONTRACTOR AGREEMENT

In Re: Project: #20-07 Hooksett 2020 RESURFACING

THIS CONTRACT AGREEMENT is made and entered into at Hooksett, NH this ___th day of __________, 2020 by and between the Town of Hooksett, NH hereinafter designated TOWN, and __________________ herein after designated CONTRACTOR, as follows:

1. SCOPE OF WORK. CONSULTANT agrees to furnish professional services to prepare preliminary design services, final design services and bidding services necessary for performance of the following portion of the work described in the Contract titled “Bid #20-07 Hooksett 2020 RESURFACING” between TOWN and the CONTRACTOR.

2. SPECIAL CONDITIONS:

3. SCHEDULING. Time is of the essence of this Contract. CONTRACTOR shall start and complete its work under this Contract in accordance with the RFP’s proposed Schedule. CONTRACTOR shall reimburse TOWN for any costs accumulated or penalties levied against TOWN due to the negligence or non-performance of the CONTRACTOR, and such costs or penalties may be deducted from the amount due to CONTRACTOR under this Contract.

4. TAXES, INSURANCE, PERMITS AND LICENSES. CONTRACTOR shall take out and pay for Workers’ Compensation insurance as required by the State of New Hampshire. CONTRACTOR shall pay all sales taxes, excise taxes, old age benefit and unemployment compensation taxes on labor and material furnished under this Contract. CONTRACTOR shall obtain and comply with any permits or licenses necessary for the performance of its work under this Contract.

5. PRICE AND PAYMENT. TOWN shall pay CONTRACTOR for its performance of this Contract in accordance with the proposed scope of work as outlined for the sum of $__________. Progress payments on this Contract will be made once a month, based upon the Contractor’s estimate of the percentage of the Contract performed, less 10% to be retained until the completion of CONTRACTOR’s work and approval thereof by the TOWN. Completion shall be defined as completion of the final overlay, paint stripping and establishment of grass in 2020. Retention’s shall be paid to CONTRACTOR within 30 days after CONTRACTOR’s work has been completed and approved by the TOWN and upon the receipt of a one-year Guaranty (see item 8 below). No payments other than on or about the 15th of each month unless expressly provided for here. A 2% retainage shall be held by the Town for the one-year warranty period.

6. EXTRA WORK. No claims for extra work beyond the scope of this Contract will be honored unless first authorized in writing by TOWN prior to the performance of any such extra work.
7. **GUARANTY.** The CONTRACTOR hereby provides a twelve (12) month guaranty to TOWN with respect to CONTRACTOR’s work under this Contract after the date of final acceptance by the TOWN.

8. **DEFAULTS AND TERMINATION.** In the event CONTRACTOR interferes with the general progress of the general contract by negligence or delay, or CONTRACTOR abandons this contract or fails or refuses to complete the project required under the terms of this Contract, the TOWN may at its election terminate the contract. The CONTRACTOR agrees to reimburse the TOWN for any loss sustained thereby.

9. **INDEMNITY.** To the fullest extent of the law, CONTRACTOR agrees to defend, indemnify, and hold TOWN harmless and, if requested by TOWN, their CONTRACTORS, agents and employees or any of them, from and against any and all claims, suits, losses or liability, including attorney’s fees and litigation expenses, for or on account of injury to or death of persons, including CONTRACTOR’s employees, CONTRACTOR’s Subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, as a result of contractors operations or completed operations, or by the operations of those acting on behalf of contractor. CONTRACTOR’s indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

10. **ASSIGNMENT.** CONTRACTOR may not assign this Contract.

11. **SAFETY:** CONTRACTOR acknowledges and represents that he/she has made an on-site inspection of the Premises and the work area so as to be familiar with all conditions, which may affect the safety and health of its employees as well as those of its subcontractors. CONTRACTOR and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance and all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including OSHA and any safety measures required by TOWN. TOWN reserves the right, but not the obligation, to inspect the safety work performance of CONTRACTOR is to ascertain their compliance with these applicable safety provisions. Notwithstanding the forgoing, CONTRACTOR, as an independent contractor, is solely responsibility for controlling the manner and means by which it performs the Work pursuant to this Agreement. Unless otherwise agreed to by the parties in writing, CONTRACTOR shall provide all safety equipment, materials, tools and personal protection equipment necessary to perform the work in a safe, healthful and workmanlike manner. CONTRACTOR shall immediately report to the TOWN all accidents, occupational injuries, and illness involving its employees or those of its subcontractors, relating to the Work of which cause any injury to a third party or which cause damage to the property of TOWN or a third party. CONTRACTOR shall promptly furnish to TOWN copies of any worker’s compensation report of injury or illness forms filed by any of its employees or those of its subcontractors and when requested, assist TOWN in any investigation it may conduct of any such accident, injury of illness. CONTRACTOR shall give prompt written notice to the TOWN of any accident involving bodily injury requiring a physician’s care, any property damage exceeding Five Hundred Dollars ($500) in value, or any failure that could result in serious bodily injury, whether or not such an injury was sustained.

12. **INSURANCE AND LICENSE INFO:**
Prior to starting work the CONTRACTOR shall provide a Certificate of Insurance confirming acceptable terms and limits of insurance (see below). This Certificate of Insurance will confirm that the TOWN is named as an Additional Insured on the CONTRACTOR’s Comprehensive General Liability Insurance policy. The CONTRACTOR’s policies must contain standard contractual liability insurance coverage as respects to contract agreements. The policy shall include “Continued Products and Completed Coverage” to remain in force for 2 years following completion of the construction.

The CONTRACTOR shall sign the Contract Insurance Requirements form with the Town. Insurance coverage and limits required by the CONTRACTOR are as follows:

**Umbrella Insurance Coverage**
$1,000,000 Per Occurrence

**Commercial General Liability Insurance**
- Each Occurrence Limit: $1,000,000
- General Aggregate Limit: $2,000,000
- Products/Completed Operations Aggregate Limit: $2,000,000
- Personal and Advertising Limit: $1,000,000

**Workers Compensation/Employers Liability Insurance**
- Bodily Injury by Accident: $500,000 Each Accident
- Bodily Injury by Disease: $500,000 Aggregate Limit
- Bodily Injury by Disease: $500,000 Each Employee

**Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos)**
- Bodily Injury and Property Damage Liability
  - Combined Single Limit: $1,000,000 Each Accident

The CONTRACTOR shall also provide a copy of its current NEW HAMPSHIRE CONTRACTOR’s License; and Federal Id # (if a Corporation or Partnership) or Social Security # (if a sole proprietor).

13. **PAYMENT TERMS**: Application for Payment shall be submitted by the 30th of each month in order to facilitate payment on or about the 10th of the following month. Any payments due under this contract shall be subject to TOWN’s receipt of all requirements in Paragraphs #’s 5 and 12. No payment shall be made unless TOWN is in receipt of same, or if TOWN should receive notice of cancellation of any required coverage. **No faxed invoices will be accepted.**

The CONTRACTOR shall provide a Release of Lien stating that payment to all subcontractors/vendors/suppliers have been paid in full prior to the TOWN releasing the final payment.
14. **WORK TIME FRAMES**: The CONTRACTOR shall provide a detailed schedule of the proposed work. Construction work to be started by _____________, 2020 and shall be completed by October 19, 2020. Work shall be performed Monday to Friday, 7 am to 5 pm only, excluding holidays. Weekend work shall not be permitted.

15. **BOND**: The CONTRACTOR shall provide a Performance Bond and a Payment Bond as part of this contract agreement.

16. **ATTORNEY FEES**: In the event that any suit or action is commenced by either party to enforce the terms or conditions of the Agreement, or for damages arising from breach of the Agreement, the prevailing party in such a suit or action shall be entitled to its reasonable attorney’s fees, including fees incurred in investigating the basis for such an action or the grounds of a defense, prosecuting or defending such an action and enforcing any judgment rendered in such an action. A prevailing party under this provision will also be entitled to recover its costs and disbursements in bringing or defending such an action.

This Contract is accepted:

CONTRACTOR: __________________________
   By: __________________________
   Title: __________________________ Date:_________________
   Address: __________________________
   Telephone: __________ Fax#: __________ Mobil#: __________

Town of Hooksett, NH, 35 Main Street 03106

   By: __________________________
   Town Administrator Date: __________
CONTRACT INSURANCE REQUIREMENTS FOR THE TOWN OF HOOKSETT, NH:

1. The Consultant shall maintain insurance coverage in the following amounts on an ISO Occurrence Form or equivalent during the duration of this contract or any other subcontracts this year.

**Umbrella Insurance Coverage**
- Per Occurrence $1,000,000

**Commercial General Liability Insurance**
- Each Occurrence Limit $1,000,000
- General Aggregate Limit $2,000,000
- Products/Completed Operations Aggregate Limit $2,000,000
- Personal and Advertising Limit $1,000,000

**Commercial Automobile Insurance** (for Owned, Hired, and Non-owned Autos):
- Bodily Injury and Property Damage Liability
  - Combined Single Limit (Per Occurrence) $1,000,000

**Workers Compensation/Employers Liability Insurance**
- Bodily Injury by Accident Each Accident (Coverage B – Employer’s Liability) $500,000
- Bodily Injury by Disease Aggregate Limit $500,000
- Bodily Injury by Disease- Each Employee (Coverage A – Statutory) $500,000

2. Additionally, the Consultant shall carry, at his sole expense, all risk insurance for the full insurable value for damage or loss of personal property of contractor or under the control of or in the possession of contractor, including but not limited to materials, equipment, tools, supplies, scaffolding, and machinery.

3. Certificates of insurance shall be filed with the Consultant prior to the commencement of any work at the project location. The contractor’s insurance policies under this provision must name the Town of Hooksett (TOWN) as an additional insured and must provide that such policies cannot be modified, cancelled or not renewed with less than thirty (30) day notice of such action by mail to the TOWN.

4. Failure to maintain adequate insurance coverage shall be deemed to be a material breach of this Contract and the TOWN shall be entitled to withhold any and all further payments claimed to be due or owing pursuant to this contract.

5. Consultant’s general liability insurance policy shall provide that it affords primary insurance and that the insurance company’s liability shall not be reduced by the existence of other insurance carried by the Consultant applicable to the loss. Certificates for the contractor’s general liability coverage shall be written on an “occurrence” basis.

6. To the fullest extent permitted by law, the Consultant hereby acknowledges and agrees that it shall defend, indemnify and hold harmless the TOWN and any of it’s officers, directors, employees, agents, affiliates, subsidiaries, and partners from and against all claims, damages, judgments liability, losses and expenses,
including attorney’s fees arising out of or resulting from, in whole or in part, any act or omission of the Consultant, its employees, agents, and subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, provided that any such claim, damage, judgment liability, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than services itself) including loss of use.

7. INCLUDE ON CERTIFICATE OF INSURANCE UNDER “DESCRIPTION OF OPERATIONS”:

Town of Hooksett, New Hampshire, 35 Main Street 03106 is included as an additional insured on the General Liability Policy for various work throughout the policy term.

Signed and entered by duly authorized representatives of Town of Hooksett and Contractor as of the date first written.

__________________________________________  __________________________________________
Signature of Town of Hooksett’s authorized representative  Signature of Contractor’s authorized representative

__________________________________________  __________________________________________
Name (print or type)  Name (print or type)

__________________________________________  __________________________________________
Town Administrator/ (603)-485-8472  Title/Telephone number
### PART A BID – Morse Road, 1675 Linear feet

**Bid Sheet of Unit Prices – Page 12 of 27**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT BID PRICE DESCRIPTION</th>
<th>UNIT BID PRICE</th>
<th>TOTAL</th>
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<td>Contingencies as Ordered and Approved By Town</td>
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Part A BID AMOUNT: ____________________________

**(NUMERALS)**

Part A BID AMOUNT: ____________________________

**(WRITE OUT IN WORDS)**
## PART B BID – Silver Avenue, 850 Linear feet

**Bid Sheet of Unit Prices – Page 13 of 27**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
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<td>Cents</td>
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<td>Cents</td>
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<td>692</td>
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<td>Mobilization &amp; Clean Up including dust control, and all other Miscellaneous Items</td>
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<td>$5,000</td>
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**Part C BID AMOUNT: _____________________________________________________________ (NUMERALS)**

**Part CBID AMOUNT: ____________________________________________________________ (WRITE OUT IN WORDS)**
### Bid Sheet of Unit Prices – Page 14 of 27

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

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<td>Lower and Raise Sewer Manhole Covers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>619.1</td>
<td>LS</td>
<td>1</td>
<td>Traffic Control Plan and Maintenance of Traffic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>618.7</td>
<td>Hr.</td>
<td>60</td>
<td>Traffic Flaggers - Certified</td>
<td></td>
<td></td>
</tr>
<tr>
<td>692</td>
<td>LS</td>
<td>1</td>
<td>Mobilization &amp; Clean Up including dust control, and all other Miscellaneous Items</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1001</td>
<td>LS</td>
<td>1</td>
<td>Contingencies as Ordered and Approved By Town</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

Part B BID AMOUNT: _________________________________________________________________

**(NUMERALS)**

Part B BID AMOUNT: _________________________________________________________________

**(WRITE OUT IN WORDS)**
## PART D BID – Donati Park Access Road, 680 Linear feet

### Bid Sheet of Unit Prices – Page 16 of 27

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT BID PRICE DESCRIPTION</th>
<th>UNIT BID PRICE</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>306.108</td>
<td>S.Y.</td>
<td>1511</td>
<td>Reclaimed Stabilized Base Processed In Place 8 inch Deep</td>
<td>_______ Dollars and _______ Cents</td>
<td></td>
</tr>
<tr>
<td>403.11</td>
<td>TON</td>
<td>141</td>
<td>Bituminous Pavement Base course – Machine Method ) 2 inch thickness</td>
<td>_______ Dollars and _______ Cents</td>
<td></td>
</tr>
<tr>
<td>403.11</td>
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<tr>
<td>604</td>
<td>LS</td>
<td>0</td>
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<td>_______ Dollars and _______ Cents</td>
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</tr>
<tr>
<td>619.1</td>
<td>LS</td>
<td>1</td>
<td>Traffic Control Plan and Maintenance of Traffic</td>
<td>_______ Dollars and _______ Cents</td>
<td></td>
</tr>
<tr>
<td>618.7</td>
<td>Hr.</td>
<td>60</td>
<td>Traffic Flaggers - Certified</td>
<td>_______ Dollars and _______ Cents</td>
<td></td>
</tr>
<tr>
<td>692</td>
<td>LS</td>
<td>1</td>
<td>Mobilization &amp; Clean Up including dust control, and all other Miscellaneous Items</td>
<td>_______ Dollars and _______ Cents</td>
<td></td>
</tr>
<tr>
<td>1001</td>
<td>LS</td>
<td>1</td>
<td>Contingencies as Ordered and Approved By Town Five Thousand Dollars and 00 Cents</td>
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<td>$5,000</td>
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</tbody>
</table>

Part D BID AMOUNT: ________________________________

(NUMERALS)

Part D BID AMOUNT: _______________________________________

(WRITE OUT IN WORDS)
### PART E BID – DPW Access YARD, 856 SY and 467 SY

**Bid Sheet of Unit Prices – Page 16 of 27**

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT BID PRICE DESCRIPTION</th>
<th>UNIT BID PRICE TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>403.11</td>
<td>TON</td>
<td>99</td>
<td>Bituminous Pavement Base course – Machine Method ) 2 inch thickness 856 SY</td>
<td>________ Dollars and _______ Cents</td>
</tr>
<tr>
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<td>54</td>
<td>Bituminous Pavement Base course – Machine Method ) 2 inch thickness 467 SY</td>
<td>________ Dollars and _______ Cents</td>
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<tr>
<td>1001</td>
<td>LS</td>
<td>1</td>
<td>Contingencies as Ordered and Approved By Town</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

**Part E BID AMOUNT:** __________________________________________________________ (NUMERALS)

**Part E BID AMOUNT:** __________________________________________________________ (WRITE OUT IN WORDS)

Bid A Bid Amount “MORSE ROAD”:

________________________________________________________________________________________

Bid B Bid Amount “DALE ROAD”:

________________________________________________________________________________________

Bid C Bid Amount “SILVER Avenue”:

________________________________________________________________________________________

Bid D Bid Amount “DONATI PARK ACCESS ROAD”:

________________________________________________________________________________________

Bid E Bid Amount “DPW ACCESS YARD”:

________________________________________________________________________________________

**TOTAL PART’s A, B, C, D, E, G and H – Bid Amount:** __________________________________________________________
DATE SUBMITTED:______________________________

RESPECTIVELY SUBMITTED:______________________________

(PLEASE PRINT BIDDER / CONTRACTOR’S NAME)

___________________________________________
Print Representative’s Name and Title

Signature

___________________________________________
Address / Street-City-Zip Code

___________________________________________
Telephone Number and E-Mail Address

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Hooksett, NH

Notes to Bidders:
- All work included in this bid is dependent upon the bid amounts and available funding.
- Actual quantities are subject to change and will be based upon actual field measurements taken during construction.
- The Town may elect to award Parts A and/or B and/or C and/or D and/or Part E and/or F depending upon available of funds and whatever is in the best interests of the Town.
MEMO

To:   Excavators seeking to work on Town highways
From: Diane Boyce, Public Works Director
Date: August 7, 2015
Cc:    Dr. Dean Shankle, Town Administrator
Re:    Roadway Excavation Permits pursuant to Ordinance 13

Any excavation in a Town highway/roadway requires a permit. Information relating to the permit is attached:
A. Ordinance 00-13 Roadway Excavation (2 pages)
B. "Town of Hooksett Street Opening Application and Permit regulations" (8 pages)
C. Daytime Traffic Controlling (1 page)
D. Warning Sign Package (1 page)
E. State of NH DOT "AN APPROVED METHOD FOR PATCHING A TYPICAL PAVEMENT TRENCH" (applicable to most Town highways, 1 page)
F. Street Opening Application and Permit (1 page)

Prior to granting of a permit the applicant must:

1. Premark proposed location of utility to be installed on the pavement or stake if outside of pavement.
2. Submit completed Application with required dig safe number, drawing with utility company approval, schedule, insurance certificates, minimum $5,000.00 bond, and $100.00 check for fee, payable to Town of Hooksett.
3. List all contractors on the project (excavators, pipe layer, tapping firms, testing firms, pavers, drillers and blasters, strippers, etc.), with 24 hour emergency contact name and phone number.
4. Furnish Insurance Certificates listing the Town of Hooksett as additional insured, for all contractors to be working in right of way.
5. Furnish a bond, amount to be established by Public Works Director (for most common cuts a $5000.00 amount is sufficient); Bond to cover 30 month period beyond completion of work.
6. Contact dig safe, and furnish number with application. Contact other Town utilities (water and sewer) for the location (these utilities are not members of DigSafe).
7. Have adequate, trained personnel to handle traffic control or arrange with Police Department for special duty to handle this responsibility.
8. Have adequate paddles, vests, signs, lights, barricades, etc. to properly direct traffic or install detours.
9. Furnish a drawing of the proposed cut showing existing and proposed utilities, extent of cut and patching, placement of traffic control signs, and detour signs, if a detour is required and permitted. Drawing to be approved by the utility company prior to submittal.
10. Furnish a schedule (work cannot begin until the permit is effective, and permanent patch cannot be installed until subgrade, base and subbase are approved).
11. Furnish an escrow for inspection and lab costs. Many permits will require inspection and testing of backfill/compaction and paving – This work will generally be performed by engineers and test labs hired for the project by the Town. The cost of this work is the responsibility of the applicant. The inspector's hourly fee is $65.00 with a minimum of 4 hours, unused inspection escrow will be returned when approved final paving is in place. If inspection is required, for most common cuts an $800.00 amount is a sufficient deposit. If project is delayed or involved and escrow is depleted, it will be required to be increased, prior to release of bond.
Town of Hooksett

PUBLIC WORKS DEPARTMENT

Diane Boyce, Public Works Director

ROADWAY EXCAVATION APPLICATION & PERMIT
(PER ORDINANCE 08-13)

APPLICATION DATE: ________________________

You are hereby given permission to excavate, per NH RSA: 236-5, & Roadway Ordinance 00-13.
for the purpose of: __________________________________________________________

____ on (date): ________________________ at (time): ________________________ Work is to be performed in accordance with the street opening Regulations with Special Conditions as noted below:

________________________________________________________________________

________________________________________________________________________

Check here if continued on another sheet

I hereby agree to perform the work in accordance with the Street Opening Regulations and the above-stated Special Conditions.

My Dig Safe number is: ________________________ Valid after ______________ (date & time). I understand that this permit is not valid until then, and until signed by the Hooksett Public Works Director.

Applicant Signature ________________________ Date ________________________

Applicant Address ________________________ Phone ________________________

APPROVED:

Public Works Director ________________________ Date ________________________

The following Departments have been notified of the above Street Opening and have indicated their approval below:

Police Department ________________________ Fire Department ________________________

Water Precinct ________________________ Sewer Department ________________________

* There will be construction monitoring and fees assessed for any digging on a town road. This monitoring will be done by the Town Of Hooksett by the Public Works Department.
ROADWAY EXCAVATION

APPLICATION AND PERMIT REGULATIONS

Roadway Excavation permits shall be issued by the Public Works Director. Anyone wishing to open or excavate in any street shall make an application for a permit on a form provided by the Highway Department Manager.

Work authorized by a permit shall be performed between the hours of 7:00am and 5:00pm weekdays, unless the Permittee obtains written consent from the Public Works Director to do the work during another time. Such permission shall be granted only in case of an emergency, the "Emergency Provisions" Section of this regulation shall apply.

The Permittee shall notify "Dig Safe" and receive confirmation of all utility locations. You can either call at 1-888-344-7233 or email your request to digsafe.com.

No opening or excavation in any street shall extend beyond the centerline of the street, before being backfilled and the surface of the street made passable to traffic.

No more than three hundred (300) feet measured longitudinally shall be opened in any street at one time, except by special permission of the Public Works Director.

Every Permittee shall be required to place around openings, excavations, encumbrances or obstructions, such barriers, barricades, lights, warning flags and danger signs as may be required by NH DOT, Town of Hooksett and the Public Works Director, to protect the safety of the general public. During the hours of darkness adequate artificial lighting devices are required to protect the public and call attention to and indicate the actual location of obstructions and hazards.

All barricades, warning signs, lights, temporary signals and other protective devices shall conform with the edition of the "Manual on Uniform Traffic Control Devices for Street and Highway Administrator as the National Standard for all highways open to public travel.

Traffic control devices shall be set up prior to the start of construction or maintenance operations and shall remain in place only as long as needed, as required by the Public Works Director. Advertisements, notices and signs other than for traffic control shall not be displayed on or attached to any barricade or fence in any highway.

Street Opening Regulations:

A minimum of one lane of traffic shall be provided on all streets at all times. The minimum width for temporary traffic lanes is eleven (11) feet. Access shall be provided to all property at night and on weekends, and shall be provided to all places of business at all times.
If a complete street closure is necessary, at least seven (7) working days’ notice is required to the Public Works Department, Police, and Fire Departments with confirmation of the proposed closure three (3) working days in advance of the actual street closure. The Public Works Director shall review and approve any detours required. If an emergency necessitates the complete closing of a street, the closing shall be governed by the “Emergency Provision” section of this regulation.

When the work area encroaches upon a sidewalk, walkway or crosswalk area, protective barriers, together with appropriate warning and guidance devices and signs, must be utilized so that the passageway for pedestrians is safe and well defined.

The location of all utility facilities shall be determined sufficiently ahead of trench excavation work and appropriately marked on the road or other location clearly visible to equipment operators, inspectors, and officials.

Property or street line monuments survey reference points and permanent survey bench marks shall not be moved or disturbed, unless specifically permitted in writing by the Public Works Director. In the event that a survey bound pin, bench mark, or other such permanent reference is disturbed it shall be replaced by a NH registered licensed surveyor and all cost paid by the applicant.

Provisions shall be made to provide for proper drainage during construction, and the Permittee shall be responsible for all claims for damage or injury, whatsoever, that may arise from the obstruction or use of any public sewer or drain in connection with the work contemplated under the permit.

Trees shall not be cut or trimmed without the approval of the property owner or the Town. Where excavations may affect the tree, provisions and care shall be taken to protect the tree. Permanently damaged and/or destroyed trees shall be replaced in-kind, size and type of tree, or as agreed by the property owner the Town.

Excavated material shall be replaced or backfilled in layers or courses not to exceed twelve (12) inches in compacted thickness; and shall be compacted at or near optimum moisture content using pneumatic tampers, vibratory compactors or other approved means. The material shall be compacted to not less than 95% maximum density as determined by the Standard Proctor Method in accordance with Standard Specifications.

Street Opening Regulations:

If unsuitable for backfill, excavated material shall be replaced granular backfill as specified in the “Standard Specifications for Road and Bridge Construction”, State of New Hampshire Department of Public Works and Highways, hereinafter referred to as “The New Hampshire Standard Specifications”. Water shall be uniformly applied during compaction in the amount necessary for proper consolidation, but puddling will not be allowed.

The minimum depth to any substance except manholes, vault entrance tubes, valve casing and catch basins shall be twenty-four inches below the surface of the nearest edge of the traveled portion of the street, and no excavation shall be less than 20 inches in length or width.

Within the asphalt paved areas, crushed gravel (as described in New Hampshire Standard Specifications) equal to the existing gravel course shall be placed in layers not exceeding six (6) inches loose depth and thoroughly compacted. In no case shall the compacted depth of crushed gravel be less than twelve (12) inches.

In other areas, the present surface type shall be restored by placing similar materials on top of the trench to a depth equal to that existing before excavation. Any existing grassland, additionally, shall be fertilized and reseeded. Any asphalt or concrete sidewalk shall be replaced with equal width, depth, kind and quality material and as specified by the Public Works Director.
As the work progresses, all streets shall be thoroughly maintained and cleaned as necessary and at least daily of all rubbish, excess earth, rock and other debris resulting from such work.

As the work progresses, all streets shall be thoroughly maintained and cleaned as necessary and at least daily of all rubbish, excess earth, rock and other debris resulting from such work.

After an excavation is commenced, the work shall be prosecuted with diligence and expedition, and the road shall be maintained in a safe, well-marked, with required signage, and in a well-graded condition to permit public travel and not obstruct public access or private places. The surface of the street shall be permanently restored to original or improved condition within a period of time not to exceed five (5) days from the date of completion of the project to the satisfaction of the Public Works Director.

The Public Works Director as a condition of the permit, reserves the right to restore the highway or cause the same to be restored under his directions, and the Permittee shall reimburse the Town for any or all liability and expense suffered by reason of such work. In the event that a bond, cash or other security is held by the Town for the work it shall be taken as a portion of the reimbursement.

Street Opening Regulations:

The Permittee further agrees to indemnify and save harmless the Town of Hooksett, New Hampshire, from all claims for damage or injury whatsoever, that may arise from the encumbrance, obstruction, or use of the aforesaid highway, the Town of Hooksett in no case, assuming any responsibility or liability by reason of granting this permit.

Each applicant for a permit shall be accompanied by a plan drawn to an approved scale, sufficient in detail to provide for easy field location of the work. Upon the completion of the pavement restoration, the Public Works Department shall be immediately notified as to the location and time of completion.

As a condition of this permit, the Permittee agrees that the excavation after being properly backfilled, shall have a permanent patch placed on the excavation under the patching guideline.

Patching Guideline:

Cuts shall be parallel or perpendicular to the line of the trench. In the case of transverse or diagonal trenching, the pavement shall be sawn to a two-foot minimum overlap on undisturbed material that will permit only one wheel of a vehicle at a time to strike the patch area. Within the sawn limits of the final patch, the existing pavement and any temporary patch material shall be removed and replaced with an equal depth of Type 1-1 asphaltic concrete laid and compacted to meet the existing pavement edge exactly. The face of all joints shall be painted with asphalt cement before the asphaltic concrete is placed.

In cases where multiple excavations are made in a street which would result in the edge patches being closer than 20 feet, the Public Works Director may require a continuous patch and/or complete overlay. The entire width of the road and a minimum of 25 feet each end beyond the outer limits of the trenches.
On surface treated gravel highways, feathering the edges of patches will be allowed. Within area of cement concrete or stone base overlaid with asphalt, the department will require the placement of the concrete or stone base with Class “A” Portland Cement Concrete, reinforced or non-reinforced, as specified in the New Hampshire Standard Specifications, to a depth equal to that removed and then overlay with Type 1-1, Asphalt mix as specified above.

The permittee agrees to furnish a continuing surety bond or cash in the amount of five thousand ($5,000.00) (except that the Public Works Director may require up to ten (10) times the amount depending on the volume of work being performed by the permittee) guaranteeing the fulfillment of the provisions, instructions and regulations prescribed above and later instruction issued by the Department during the performance of the work and satisfactory maintenance of the disturbed areas for a period of thirty (30) months following the completion of the work. The permit shall be kept with the foreman of the applicant at the place where the work is being performed and shall be produced for examination upon request by Town officials.

The permittee, as a condition of the permit, shall agree to indemnify and protect the Town of Hooksett and its Departments, Commissions, and Agencies against all liability, claims, or demands for injuries or damage, including claims for loss or interruption of business in cases where the encumbrance or construction impedes the flow of traffic, to any person or property arising out of activities of the permittee, its servants, employees, agents, representatives or subcontractors.

The permittee, as a condition of the permit, shall agree to carry the following insurance:

A. Comprehensive General Liability insurance with limits not less than $1,000,000 per occurrence for bodily injury and $500,000.00 per occurrence for property damage and automobile liability insurance with limits not less than $500,000.00 per person and $1,000,000.00 per occurrence for bodily injury and $500,000.00 per occurrence for property damage covering all activities of the permittee for the full period of the permit. Such insurance shall include the Town of Hooksett and the Public Works Department, including all officials and employees thereof. Such insurance shall include:
   a) All activities including use of all vehicles.
   b) Contractual liability covering this permit.
   c) Coverage for the so-called “x.c.u.” hazard i.e. collapse of building, blasting, and damage to underground property.
   d) Complete operations hazard for a period of at least two years following the acceptance by the Highway Department of the completed permit.
   e) “Personal” injury coverage (in addition to “Bodily Injury”).

B. The PERMITTEE shall carry Workmen’s Compensation Insurance including Employer’s Liability Insurance with limits of $100,000,000.00 whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, for all activities of the PERMITTEE during the period of the permit.

C. Insurance similar to that required of the permittee shall be provided by, or on behalf of all independent contractors used by the PERMITTEE during the period of this permit. The PERMITTEE shall be held responsible for any modifications in these insurance requirements as they apply to independent contractors.

Page 8
D. Insurance certificates evidencing the above coverage are to be furnished to the Public Works Department prior to issuance of the permit, and shall provide for not less than thirty (30) days prior notice to the Public Works Department of any cancellation of major change in the policies.

E. The purchase of the insurance required or the furnishing of the aforesaid certificates shall not be a satisfaction of permittee’s liability hereunder or in any way modify the Permittee’s indemnification responsibilities to the Town of Hooksett.

The Public Works Department may revoke any permit issued under the regulation at any time.

Emergency Provisions:

Emergency requirement to excavate in or close to Town highways shall be done by emergency permit issued by the Public Works Director or his representatives.

If such an emergency exists, the Police, Fire, Water, Sewer and Public Works Departments, as a minimum, shall be notified immediately by telephone. At the earliest opportunity available, a representative of the Permittee shall obtain an emergency permit form. During the next business day, a regular permit form shall be applied for at the office of the Public Works Department.

The Public Works Director reserves the right to waive any of the provisions of this regulation in case of an emergency, and to impose such conditions as he may require, as part of an emergency permit.

Penalty:

Any person who violates any provisions of the regulations made under the authority thereof shall be guilty of a violation if a natural person, or guilty of a misdemeanor if any other person, and subject to a fine not to exceed $100.00 per day for each offense.
Town of Hooksett, New Hampshire
Public Works Department

WINTER CONSTRUCTION PROCEDURES FOR PAVEMENT RESTORATION

EFFECTIVE FROM NOVEMBER 15 THROUGH APRIL 1

1. If hot bituminous concrete asphalt is available, three (3) inches of temporary hot bituminous pavement (1/2" aggregate) shall be used.

2. When hot bituminous pavement is not available and when deemed necessary by the Highway Department, the following procedures to be adhered to:
   A. A three (3) inch pavement of Class "A" (3000 p.s.i.) concrete shall be placed.
   B. The concrete shall be placed over a prepared crushed gravel base.
   C. The concrete shall have a one percent (1%) calcium chloride added in order to accelerate curing.
   D. The concrete placed shall be brought up even with the elevation of the existing asphalt pavement.
   E. The surface of the pavement will have a rough broom type finish placed perpendicular to the flow of traffic.
   F. The concrete pavement shall be protected from freezing for a minimum of two days by covering it with polyethylene plastic or hay and polyethylene plastic. The length of protection and curing may be increased or decreased by the Public Works Department depending on the daily temperature.

3. The following spring, when hot bituminous pavement becomes available, the temporary concrete pavement shall be removed and replaced with pavement as required in the Public Works Department Street Opening Regulations.

4. The permittee shall maintain the temporary patch until permanent restoration can be performed.
DAYTIME TRAFFIC CONTROLLING

Traffic control is a vital public service.

Functions of Flagging:
Guide traffic safely through work areas.
Make every effort to give the traveling public the right of way:
Protect the lives of workers.
Avoid unnecessary delays to the traveling public or work crew.
Answer reasonable questions courteously and promptly.

Clothing and Equipment:
Hard hat (orange or yellow with belt)
Safety vest
Hard paddle "stop/too slow" at head 18" wide with 6" across
(safety yellow)
Pants with "stop" label for right control

*All gear used on right must be collected. Flagging station should be illuminated.

DO'S
* Be alert.
* Wear equipment properly.
* Stand clear, good view.
* Know limits.
* Treat every driver as you would like to be treated.

DON'TS
* Be asleep.
* Wear equipment improperly.
* Stand clear, no good view.
* Know limits.
* Treat every driver as you would like to be treated.

STATION OR POSITION

The flagger shall stand in a designated position on the right side of the traveled lane FACED IN THE DIRECTION OF THE APPLICABLE TRAFFIC. Position shall be at least 100 feet (minimum 50 feet) from the roadway and shall be suitably marked. Position should be in a position to avoid long delays that may "get away" the traveling traffic.

Traffic control procedures with paddles:
* To stop traffic:
  - Face the traffic.
  - Hold the "stop" paddle in a vertical position and the "too slow" paddle in a horizontal position.
  - Make eye contact with traffic.
  - Use paddle with arm relaxed, not bent.

* To start and slow traffic:
  - Turn the "stop" paddle vertically to the "too slow" side.
  - Follow signals coming in a common step, not paddle to show "too slow" side.
  - For emphasis the free hand may be relaxed and lowered with the arm down.

* To release traffic:
  - Slow to side of road.
  - Show "too slow" side or point.
  - With left hand, motion traffic to proceed.

Traffic Control With Flags:
Place flags in positions where they will be seen.

* To stop traffic:
  - Face traffic, and advanced flag horizontally across the traffic lane.
  - Have flag in hand, palm up, extended staight.

* To start traffic:
  - Point flag and have flag in hand.

* To release traffic:
  - Slow to side of road.
  - Show "too slow" side or point.
  - With left hand, motion traffic to proceed.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

REMEMBER

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  - Slow to side of road.
  - Show "too slow" side or point.
  - With left hand, motion traffic to proceed.

The flagger shall stand in a designated position on the right side of the traveled lane FACED IN THE DIRECTION OF THE APPLICABLE TRAFFIC. Position shall be at least 100 feet (minimum 50 feet) from the roadway and shall be suitably marked. Position should be in a position to avoid long delays that may "get away" the traveling traffic.

Traffic control procedures with paddles:
* To stop traffic:
  - Face the traffic.
  - Hold the "stop" paddle in a vertical position and the "too slow" paddle in a horizontal position.
  - Make eye contact with traffic.
  - Use paddle with arm relaxed, not bent.

* To start and slow traffic:
  - Turn the "stop" paddle vertically to the "too slow" side.
  - Follow signals coming in a common step, not paddle to show "too slow" side.
  - For emphasis the free hand may be relaxed and lowered with the arm down.

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End of Request for Proposal