



**PROPOSED BRIDGE REPLACEMENT OF THE BRIDGE STREET OVER SPICKET RIVER
NHDOT BRIDGE NO. 115/097
SALEM, NH**

ADDENDUM No. 1

January 14, 2022

This Addendum forms part of the Bidding and Contract Documents and modifies the Drawings and Contract and Specifications for the Proposed Bridge Replacement of the Bridge Street over Spicket River, NHDOT Bridge No. 115/097. The items set forth herein, whether of omission, addition, substitution or clarification, are all to be included in and shall form part of the proposed work and Bids submitted to the Town of Salem, New Hampshire. Inclusion of this Addendum shall be acknowledged by inserting its number in the space provided in the Bid Proposal form (Section 00301A). Failure to acknowledge any and all addenda in the above specified Bid Proposal form may be cause for rejection of the bid by the Owner on the grounds that it is not responsive.

GENERAL CLARIFICATIONS

The following questions were asked during the bid period and are repeated below with responses in *italics and bold*:

1. Question #1: The pay item for bridge approach rail units appears to be for the NHDOT T101 bridge approach rail and it appears it has also been modified. Can you please confirm the type of bridge approach rail unit required?

Answer: Pay limits of Bridge Approach Units are shown on sheet 40 of the Contract Drawings. Sheets 41 and 42 show the type of guardrail, post size, spacing, type and connection details to the bridge parapet wall. Special Provision of Section 606 – Guardrail adds Item 606.12859, Beam Guardrail (Bridge Approach Unit) (Modified).

2. Question #2: EAGRT Terminal units are not crash tested with curb in front of them. Can the rail end units be modified and flared 4' off the back of sidewalk?

Answer: This project is not located on the National Highway System and as such crash testing requirements are not required. The Bidders are advised to bid the project as shown on the Contract Documents with EAGRT terminal end units. Alternate terminal end unit types will only be evaluated after the project is awarded to a Contractor.

3. Question #3: Section K-K on sheet 42 of the Contract Drawings show threaded inserts for the connection of the bridge approach unit to the parapet wall. Will drill and grout applications be accepted?



Answer: Drilling and grouting of the 7/8" diameter bolts will be accepted if the contractor can show a minimum ultimate shear capacity of 20 kips per bolt. Appropriate adjustment factors shall be used and a letter signed and sealed by a Professional Engineer licensed in the State of NH certifying the ultimate shear capacity shall be submitted to the Owner.

4. Question #4: Can you share the engineer's estimate on this project?

Answer: Engineer's construction estimate is between \$3.25M to \$3.5M.

5. See attached Pre-Bid meeting agenda from January 4, 2022 prebid meeting.

SPECIFICATIONS

Bidders are advised the following clarifications and changes are generated by questions during the bid period and are hereby incorporated into the CONTRACT DOCUMENTS AND SPECIFICATIONS:

1. **Insert** the attached Section 00800, Supplementary Conditions in the CONTRACT DOCUMENTS AND SPECIFICATIONS and **Discard** the original version of the noted Section 00800, Supplementary Conditions.

The revised documents provide clarification on Article 5, Bonds and Insurance.

DRAWINGS

Bidders are advised the following clarifications and changes are generated by questions during the prebid meeting and are hereby incorporated into the CONTRACT DRAWINGS:

1. **Insert** Utility Coordination Note 6 as shown below under Utility Coordination Notes shown on Sheet 4 of the CONTRACT DRAWINGS.
6. **Liberty Utilities has requested that power shutdowns not occur during the highest demand time within the months of July and August. As much as possible the Contractor will be directed to abide by this request. Operations during this time shall not include power shutdowns. The request to disallow shutdowns during the highest demand time is not a prohibition, but will require significant justification with cause in order to accommodate a request to do so. The Contractor is advised any request to shut down power in preliminary schedule submissions will be denied.**

****END OF ADDENDUM NO. 1****

SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not specifically amended or supplemented hereby remain in full force and effect.

ARTICLE 1. DEFINITIONS AND TERMINOLOGY

SC-1.01

Amend paragraph A by amending paragraph A.5 to add the following to the end of the paragraph:

“The Bid shall include all required documents completed and executed in accordance with Section 00100 and Section 00301A.”

Amend Paragraph A by amending paragraph A.19 to add the following to the end of the paragraph:

“who is the Consultant or Owner representative, responsible for Engineering and observation of the construction, acting directly or through duly, authorized representatives. Engineer shall be responsible for administration of the contract.”

Amend Paragraph A by amending paragraph A.42 to add the following to the end of the paragraph:

“The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.”

Amend paragraph A by amending paragraph A.45 to add the following to the end of the paragraph:

“This project shall be considered substantially complete when the following items are complete. The below list is intended to be encompassing for any Project. All items on this list may not be part of the Project.

- all bridge components are constructed to the satisfaction of the OWNER,
- drainage system is complete and functional to the satisfaction of the OWNER,
- sewer system work is complete and functional to the satisfaction of the OWNER,
- water system work is complete and functional to the satisfaction of the OWNER,
- all driveway aprons and driveways are complete to the satisfaction of the OWNER,
- all walkways are complete to the satisfaction of the OWNER,

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- all roadway side slopes are complete to the satisfaction of the OWNER,
- all stone walls, landscaping and mulch are complete to the satisfaction of the OWNER,
- vegetation is established on all disturbed areas to the satisfaction of the OWNER, and
- all paving is complete to the satisfaction of the OWNER,
- all guardrail is installed to the satisfaction of the OWNER,
- all signs and pavement markings are complete to the satisfaction of the OWNER.

All work shall be completed to the satisfaction of the OWNER and the ENGINEER.”

Amend paragraph A by amending paragraph A.49 to add the following to the end of the paragraph:

“, and structures including their foundations.”

The following terms, in addition to those outlined in the General Conditions as used in the Contract Documents, are defined as follows:

53. *MEASUREMENT AND PAYMENT* – Shall be as defined in subsections 109.01, 109.09, and 109.11 only of section 109 of the NHDOT - STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION dated August 2010, except as modified herein.
54. Working Day: Calendar day excluding Saturday, Sunday and holidays as defined in the Summary of Work (Section 01010).

ARTICLE 2. PRELIMINARY MATTERS

SC-2.01

Insert the following paragraphs 2.01.C and 2.01.C.1 into the General Conditions:

2.01.C Before any work, layout, or delivery of materials and equipment to the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates of insurance (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with the requirements of Article 5.

2.01.C.1 Contractor shall include and identify on the certificate of insurance, indemnification as required by Article 6.20 of the General Conditions (Section 00700).

SC-2.02

Amend the first sentence of paragraph 2.02A to read as follows:

“OWNER shall furnish to the CONTRACTOR up to two (2) printed or hard copies of the Drawings and up to three (3) printed or hard copies of the Project Manual.”

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SC-2.03

Delete paragraph 2.03.A of the General Conditions in its entirety and insert the following in its place to read as follows:

2.03.A The Contract Time will commence to run as specified in the Agreement. In no event will the Contract Times commence to run later than the 120th day after the date of the bid opening.

SC-2.08

Add the following new paragraphs immediately after paragraph 2.07 of the General Conditions as follows:

2.08 Progress of the Work

It is the intent of the Owner that once the Contractor has mobilized to begin construction that the project be prosecuted continuously without interruption with the work continuing until the project is complete. Stoppage of the work for any reason shall be only as approved/directed by the Owner in writing.

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01

Add the following new paragraphs immediately after paragraph 3.01.A of the General Conditions which are to read as follows:

3.01.A.1 Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

3.01.A.2 Sections of Division 1 - General Requirements govern the execution of the work of all sections of the Specifications.

Add the following new paragraphs immediately after paragraph 3.01.C of the General Conditions which are to read as follows:

3.01.D Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions. The Specifications, Supplemental Specifications, Plans, Special Provisions, other special Contract requirements and all supplemental documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Contract. In case of discrepancy between these Contract documents, calculated dimensions, unless obviously incorrect, will govern over scaled dimensions and the parts of the Contract will prevail in the following descending order:

Division 0 – Bidding and Contract Requirements, included herein
Division 1 – General Requirements, included herein

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Project Plans, See Appendix A herein
Technical Specifications, included herein
Special Provisions, included herein
Supplemental Specifications, included herein
Special Attentions, included herein
Traffic Control Plan
Town of Salem Standard Details
NHDOT Special Attentions
NHDOT Standard Specifications
NHDOT Standard Details
NHDOT Standard Plans

The Contractor shall not take advantage of any apparent error or omission in the Contract. If an error or omission is discovered, the Engineer shall be notified in accordance with 3.03 so corrections and interpretations necessary to fulfill the intent of the Contract can be made.

When general reference is made on bridge plans to "AASHTO Specifications," it shall refer to the AASHTO publication entitled "LRFD Bridge Design Specifications." The reference shall be to the 9th edition of such specifications.

**ARTICLE 4. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL
 CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS;
 REFERENCE POINTS**

SC-4.02C Add the following new paragraph immediately after paragraph 4.02.B

C. Reports and Drawings: See Appendices

SC-4.05.B

Add the following new paragraph immediately after paragraph 4.05.A of the General Conditions which is to read as follows:

4.05.B "The CONTRACTOR shall establish horizontal and vertical control points in the field. The CONTRACTOR shall employ, at his/her expense, a competent surveyor licensed in the State of New Hampshire to perform such duties. Establishment of construction layout shall be as outlined in Section 01050. All control points and layout shall be established prior to beginning construction and is subject to review by the ENGINEER. If in the opinion of the ENGINEER insufficient layout has been provided, the work shall be halted and additional layout provided. This halting of the work and providing of additional layout shall not constitute an additional cost to the OWNER, or allow for a delay claim by the CONTRACTOR. ENGINEER may also check the lines, elevations, reference marks, batter boards, etc., set by CONTRACTOR, and CONTRACTOR shall correct any errors disclosed by such check. Such a check, or lack thereof, shall not be considered as approval of CONTRACTOR's work and shall not relieve CONTRACTOR of the responsibility for accurate and satisfactory construction and completion of the entire Work. CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines and grades."

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ARTICLE 5. BONDS AND INSURANCE

SC-5.01.A.1

Add the following new paragraph immediately after paragraph 5.01.A of the General Conditions which is to read as follows:

“1. The CONTRACTOR shall furnish a Warranty Bond in the amount of Seventy Five Thousand Dollars (\$75,000.00) for the purposes of a project warranty. This Bond shall remain in effect until two (2) years after the date which final payment is made.”

SC-5.03

Delete Paragraph 5.03.B in its entirety.

SC-5.04

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

5.04.A.1 and 5.04.A.2 Worker's Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2 of the General Conditions:

| | |
|---------------------------|---|
| (1) Worker's Compensation | As required by the laws of the State of New Hampshire |
| (2) Employer's Liability | \$100,000 each accident \$500,000 disease- policy limit \$100,000 disease- employee |

5.04.A.3, 5.04.A.4, and 5.04.A.5 Contractor's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.5 of the General Conditions which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Contractor:

(1) General Aggregate

| | |
|---|-------------|
| (Except Products--Completed Operations) | \$2,000,000 |
|---|-------------|

| | |
|--|-------------|
| (2) Products--Completed Operations Aggregate | \$2,000,000 |
|--|-------------|

| | |
|---|-------------|
| (3) Personal and Advertising Injury (Per Person/Organization) | \$1,000,000 |
|---|-------------|

| | |
|---|-------------|
| (4) Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
|---|-------------|

(5) Property Damage liability insurance including

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Collapse, and Underground coverages. If blasting is to be used, also include explosion coverage. \$1,000,000

5.04.A.6 Automobile Liability:

(1) Bodily Injury:

Each Person \$1,000,000
Each Accident \$1,000,000

Property Damage:

Each Accident \$1,000,000

or

(2) Combined Single Limit (Bodily Injury and Property Damage):

Each Accident \$2,000,000

SC-5.04.B.4 The Contractual Liability coverage required by paragraph 5.04.B.4 in the General Conditions shall provide coverage for not less than the following amounts:

(1) General Aggregate \$2,000,000

(2) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000

SC-5.04.B.1

Add the following to the first sentence after the word "OWNER":

"Hoyle, Tanner & Associates, Inc.".

SC-5.04.C

Add the following paragraph immediately after Section 5.04.B

5.04C "After the Contractor has assumed control of the project site and where the conditions within the limits of work cause property damage or bodily injury the Contractor shall cooperate in a prompt and professional manner with a request by the aggrieved person/entity or the Town to file a claim with Contractor's liability insurer and may not condition such cooperation on the aggrieved party seeking coverage under other policies."

SC-5.05

Delete paragraph 5.05 of the General Conditions in its entirety and insert the following in its place:

5.05.A CONTRACTOR shall purchase and maintain a separate Owner's Protective Liability policy, issued to OWNER at the expense of CONTRACTOR, including OWNER

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and ENGINEER as named insured. This insurance shall provide coverage for not less than the following amounts:

5.05.A.1 Bodily Injury:

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

5.05.A.2 Property Damage:

| | |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

| | |
|------------------|-------------|
| Annual Aggregate | \$2,000,000 |
|------------------|-------------|

SC-5.06

Delete paragraph 5.06 of the General Conditions in its entirety.

SC-5.07.A

Amend the first, second and third lines of paragraph 5.07.A to read as follows:

"Owner and Contractor intend that all policies purchased in accordance with the Contract will protect Owner, Contractor, Subcontractors, and Engineer,....."

SC-5.08.A

Amend the first and second lines of paragraph 5.08.A to read as follows:

"Any insured loss under the policies of insurance required by the Contract will be adjusted....."

SC-5.09

Delete paragraph 5.09.A of the General Conditions in its entirety and insert the following in its place:

5.09.A If the Owner has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the Owner shall so notify the Contractor in writing within ten (10) days after receipt of the Certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide to the Owner with the required coverage prior to start of the Work.

ARTICLE 6. CONTRACTOR'S RESPONSIBILITIES

SC-6.01B

Add the following to the first sentence of paragraph B immediately following the word "who":

"shall be acceptable to the OWNER and who"

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SC-6.02A

Add the following to the end of paragraph A:

“The CONTRACTOR shall provide a Land Surveyor, Licensed/Registered in the State of New Hampshire to perform all survey and layout required by the Contract Documents to the satisfaction of the Engineer.”

SC-6.03D

Add the following new paragraph immediately after paragraph 6.03.C

“The CONTRACTOR shall carefully protect the work of the project against damage due to inclement weather. In the event of the temporary suspension of work or whenever the ENGINEER shall direct, the CONTRACTOR will protect his work, and the work of his subcontractors against damage from the weather. If in the opinion of the ENGINEER, any work or material shall have been damaged by reason on the part of the CONTRACTOR or any of his subcontractors, the damaged materials and work shall be removed and replaced at the expense of the CONTRACTOR.”

SC-6.06.D

Add the following new subparagraph as follows:

6.06.D.1 OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other person or organization, to the extent practicable, information about amounts paid to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment on account of the particular Subcontractor's, Suppliers, other person's, or other organization's Work.

SC-6.06.G

Replace the reference “Paragraph 5.06” with “the Contract”

SC-6.07.B

Amend the first, second and third lines of paragraph 6.07.B to read as follows:

“To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and defend Owner and Engineer, and the officers, directors,.....”

SC-6.08.B

Add the following language after paragraph 6.08.A of the General Conditions:

6.08.B “Copies of any permits for the Project are included in the Appendices B and C. The CONTRACTOR is responsible for complying with the project specific conditions outlined in the permits. If the CONTRACTOR intends to proceed with construction means and methods that are outside the General Conditions and Specific Conditions of the permits, it is the CONTRACTOR's responsibility to obtain new permits for these means

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and methods and bear all costs associated with applying for and obtaining the new permits.”

SC-6.10

Add the following language after paragraph 6.10.A of the General Conditions:

6.10.A.1 The materials and supplies to be used in the Work under this Contract are exempt from the Sales and Use Tax of the State of New Hampshire. Contractor shall obtain the proper certificates, maintain the necessary records, and otherwise comply with all applicable requirements governing the exemption from sales tax.

SC-6.11.A

Amend the first, second and third lines of paragraph 6.11.A.3 to read as follows:

“To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and defend Owner and Engineer, and the officers, directors,.....”

SC-6.11.B

Amend paragraph B by adding the following:

“All waste materials, rubbish, surplus materials obtained from any type of excavation, or other work, and not needed for further use as determined by the ENGINEER and other rubbish shall become the property of the CONTRACTOR and shall be legally disposed of by him outside of the project site.”

SC-6.13.D

Add the following to the first sentence of paragraph D immediately following the word “Work”:

“and adjacent features or conditions as defined in Article 6.13.A”

SC-6.17.F

Add the following new paragraph immediately after paragraph 6.17.E of the General Conditions, which is to read as follows:

6.17.F The accuracy of all such information submitted by the Contractor is the responsibility of the Contractor. In reviewing Shop Drawings, Samples and similar submittals, the Engineer shall be entitled to rely upon the Contractor’s representation that such information is correct and accurate.

SC-6.19.A

Amend paragraph A by adding the following after the last sentence:

“The warranty period shall commence on the date which final payment is made and shall run for two (2) years.”

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SC-6.20.A

Amend the first, second and third lines of paragraph 6.20.A to read as follows:

"To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and defend Owner and Engineer, and the officers, directors,....."

SC-6.22

Add the following new section immediately after section 6.21

6.22 – Preconstruction Video

The CONTRACTOR shall conduct a preconstruction video of the entire project. The video shall document the existing conditions along the project corridor. The video shall document the condition of all existing features which are within the limits of the contract. Copies of the video, on a DVD disk, shall be provided to the Owner and the Owners Consultant prior to the start of construction. The cost of the video and provision of copies shall be considered incidental to the contract and no additional compensation shall be provided.

ARTICLE 8. OWNER'S RESPONSIBILITIES

SC-8.06

Delete paragraph 8.06 of the General Conditions in its entirety.

ARTICLE 9. ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.10

Add the following new section immediately after Section 9.09:

9.10 - Resident Project Representative

- A. The CONTRACTOR is hereby advised that the ENGINEER will furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff for the Project may provide full time representation, part time representation, or may provide representation to a lesser degree.
- B. Through such additional observations of CONTRACTOR'S work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the CONTRACTOR'S Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by CONTRACTOR, for safety precautions and programs incident to the CONTRACTOR'S work in progress, for any failure of CONTRACTOR to comply with Laws and Regulations

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applicable to CONTRACTOR'S performing and furnishing the Work, or responsibility of construction for CONTRACTOR'S failure to furnish and perform the Work in accordance with the Contract Documents to the extent that such observation would exceed normal standard of care in such activity.

C. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, suppliers, or CONTRACTOR'S superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of CONTRACTOR'S work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or CONTRACTOR.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

ARTICLE 10. CHANGES IN THE WORK; CLAIMS

SC-10.01A

Add the following new paragraph immediately after paragraph 10.01A of the General Conditions, which is to read as follows:

10.01.A.1 Upon request of the Owner or the Engineer, the Contractor shall, without cost to the Owner, submit to the Engineer, in such form as the Engineer may require, an accurate written estimate of the cost of any such proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor and equipment, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor and equipment costs for the installation of each item of materials shall be shown if required by the Engineer. The Contractor shall promptly revise and resubmit such estimate if the Engineer determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Engineer, in order to establish the exact cost of new Work added or previously required Work omitted, the Contractor shall obtain and furnish to the Engineer bona fide proposals

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from recognized suppliers or subcontractors for furnishing any material, labor or equipment included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the competition of the Work if the change or extra work is ordered.

SC-10.06

Add the following new section immediately after section 10.05 of the General Conditions, which is to read as follows:

10.06 CLAIMS DUE TO UTILITY COMPANIES

A. The Contractor is hereby notified that utility pole relocations, underground relocations and other work may be on-going at the time of construction. The Contractor will not be allowed any claim for damage or compensation due to the utility company's failure to relocate existing utility poles or underground utilities in a timely manner.

ARTICLE 11. COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-11.01.A.5.f

Replace the reference "Paragraph 5.06D" with "the Contract"

SC-11.03.D

Delete paragraph 11.03.D in its entirety and insert the following in its place:

- D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - 1. If the total cost of a particular item of Unit Price Work amounts to 10% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by contractor differs by more than 25% from the estimated quantity of such item in the agreement; and
 - 2. If there is no other corresponding adjustment with respect to any other item of work; and
 - 3. If CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price, either the OWNER or CONTRACTOR may make a claim for adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of the Unit Price Work performed.

ARTICLE 12. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC 12.01.C2.a

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Amend the first sentence of by changing “15 percent” to “10 percent”.

ARTICLE 13. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Add the following new paragraphs immediately after paragraph 13.03.B.3 of the General Conditions, which are to read as follows:

13.03.B.4 The Contractor shall employ and pay for an independent testing laboratory acceptable to the Owner and Engineer for the purposes of performing field and laboratory material evaluation tests in accordance with the requirements of the applicable sections of the contract documents including concrete, backfill material sampling and compaction testing to verify compliance with contract documents at frequencies determined by the Owner, any retesting of defective or rejected materials and materials for replacement that may be required by the Owner.

13.03.B.5 The Contractor shall pay for any retesting of defective or rejected paving materials that may be required by the Owner in accordance with the requirements of the NHDOT Standard Specifications, dated August 2010.

Add the following paragraph immediately after paragraph 13.03.F:

13.03.G. CONTRACTOR shall pay all costs associated with any re-inspection and/or retesting of materials and equipment required by the ENGINEER as a result of failure of previous test or rejected work as determined by the ENGINEER.

13.05A

Amend paragraph A by adding the following:

"The CONTRACTOR shall not be entitled to any extension of the Contract times or an increase in the Contract Price due to stoppage of the work by the OWNER as identified herein."

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

SC 14.02.C.1

Amend the first sentence of by changing “Ten” to “Thirty (30)”

Add the following sentence at the end of paragraph 14.02.C.1

“OWNER or ENGINEER may furnish to any Subcontractor, Supplier, or other individual or entity, to the extent practicable, information about the amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by any particular Subcontractor, Supplier, or other individual or entity.

SC 14.09A

Add the following new paragraph immediately after paragraph 14.09.A.2

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3. The CONTRACTOR agrees that he will indemnify and save the OWNER harmless from all claims growing out of the lawful demands for payment for any labor or materials of subcontractors, laborers, workmen, mechanics, material, men, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature herein designated have been paid, discharged, or waived in connection with this contract. The CONTRACTOR shall not be in default of its obligations under this paragraph if the reason that the CONTRACTOR has not paid a subcontractor is that such payment is covered by an Application for Payment for which CONTRACTOR has not yet been paid by OWNER.

ARTICLE 16. DISPUTE RESOLUTION

SC-16.01.A

Add the following new paragraph immediately after paragraph 16.01.A of the General Conditions to read as follows:

16.01.A.1 The CONTRACTOR shall carry on the Work and maintain the progress schedule during the dispute resolution proceedings unless otherwise agreed in writing by OWNER and CONTRACTOR.

ARTICLE 17. MISCELLANEOUS

SC-17.06

Add the following new paragraph immediately after paragraph 17.06.A of the General Conditions, which is to read as follows

17.06.A.1 The headings or titles of any article, paragraph, subparagraph, section, subsection, or part of the Contract Documents shall not be deemed to limit or restrict the article, paragraph, section, or part.

SC-17.07

Add the following new paragraphs immediately after paragraph 17.06 of the General Conditions as follows:

17.07 Legal Address of Contractor

17.07.A CONTRACTOR'S business address and his office at or near the site of the Work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the CONTRACTOR'S business address in a post office box regularly maintained by the Post Office Department or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon CONTRACTOR, and the date of such service shall be the date of receipt. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by CONTRACTOR and delivered to ENGINEER and OWNER. Service of

SUPPLEMENTARY CONDITIONS

00800-14

any notice, letter, or other communication upon the CONTRACTOR personally shall likewise be deemed sufficient service.

SC-17.08

Add the following new paragraphs immediately after paragraph 17.07 of the General Conditions as follows:

17.08 Contract Documents At Site

The Contractor and all subcontractors are to keep a copy of this contract and accompanying PROJECT DRAWINGS at the site of the Work at all times while Work is being performed and said copy is to be available to those in charge of the Work. A Copy of the NHDOT - STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION dated August 2010 shall also be kept on site at all times.

SC-17.09

Add the following new paragraphs immediately after paragraph 17.08 of the General Conditions as follows:

17.09 Town of Salem Personnel

Manpower/equipment coordination with the Town of Salem Department of Public Works which involves after hours/overtime by Town staff shall be back-charged to the contractor (for example, if a water service is broken during night shift operations and Town of Salem Department of Public Works water crew needs to be brought in on overtime, that will be charged to the contractor).

Coordinated/scheduled items with Town of Salem Department of Public Works consent shall be conducted during normal Town of Salem Department of Public Works hours (7:00am to 3:30 pm) and will not be charged to the Contractor.

END OF SECTION 00800

SUPPLEMENTARY CONDITIONS
00800-15

PREBID CONFERENCE
AGENDA

Project Name: Replacement of Bridge Street over Spicket River (NHDOT Br. No. 115/097)

Project No. 918109.01 Date of Conference: January 4, 2022 Time: 2:00 PM

Location: Zoom Meeting

1. INTRODUCTIONS & SIGN-IN SHEET

Town of Salem
Hoyle, Tanner

2. SCOPE OF PROJECT

a. Description of Work

The project is located on Bridge Street over Spicket River just south of Main Street (Route 97) intersection. Work includes the following:

- The project length is approximately 610 feet.
- Removal of existing 25-foot long bridge and replacement with a 50-foot long cast-in-place arched rigid frame and wingwalls. Stone facing will be required for the frame, parapet walls and wingwalls.
- Widening the road by adding 2' wide shoulders and one 6-foot wide sidewalk.
- Water main relocation.
- Installation of new sewer main within bridge limits.
- Guardrail safety upgrades, slope stabilization and minor roadway approach improvements.

- b. The Wetlands Non-Site Specific Permit and Shoreland Permit by Notification Permit was received and is provided in the Contract Documents. NHDES Permits: 2021-01116 (Wetland) & 2021-02790 (Shoreland PBN) included in Appendices B and C.

- Maintain water quality measures.
- If construction activities are suspended, all exposed areas shall be stabilized within 3 days by mulching and seeding.
- Inspect construction equipment daily for leaking fuel and oil. Have oil spill kits on site.
- Notify NHDES at least one week prior to commencing any work.
- Post construction report submitted to NHDES at project completion.

3. BIDDING REQUIREMENTS

- a. Prequalification – Complete Statement of Bidders Qualifications (Section 00420). Bidders without such prequalification will be deemed unresponsive.

b. Documents submitted with Bid

- i. Bid bonds/Certified Treasurer's or Cashier's Check must be submitted for 5% of Bid's Price
- ii. Certificate of Non-Collusion
- iii. Statement of Bidder Qualifications
- iv. Submitted on the original Bid Form

- c. Bids due to Salem Town Hall, Purchasing Agent, by Wednesday, January 19, 2022, 2:00 PM, Building Department Main Level, 33 Geremonty Drive Opened and read aloud using ZOOM teleconferencing.

4. CONTRACT REQUIREMENTS

- a. Bonds
 - i. Payment for 100% of the contract amount
 - ii. Performance for 100% of the contract amount
 - iii. Two Year \$75,000 Warranty Bond
 - iv. 5% Retainage in the Contract
- b. Insurance
 - i. Levels of Coverage as specified in Section 00800 of the Contract Documents (typical coverage amounts). Hoyle, Tanner and Town of Salem shall be listed as additional insureds.

5. SPECIAL REQUIREMENTS / CONDITIONS

- a. Town Funded (to be appropriated at March 2022 Meeting)
- b. NO DBE compliance requirements or Davis Bacon Wage Rates
- c. Concurrent Work – The Town has previously advertised construction projects that will take place during the life of this contract:
 - i. Neighborhood Roadway
 - ii. Northwester/Bannister Reconstruction
 - iii. Roadway Stabilization
- d. All proposed work will be constructed within the existing ROW and easements obtained from the Town. These areas shall be laid out by a licensed Land Surveyor prior to the start of work.
- e. Cofferdams/water diversion conceptually shown on the plans. Bedrock is approximately 20' to 28' below the existing roadway grade.
- f. Arlington Reservoir and Bid Island Pond are scheduled to be drawn down in mid-October.
- g. Work Hours 7:00 am to 3:30 pm Monday through Friday unless otherwise permitted by the Town. Work shall end by 12:00 pm prior to Federal holidays and on Fridays preceding a Monday holiday.

6. TRAFFIC CONTROL

- Full detour for bridge until Substantial Completion date. See detour plan on sheet 19 for the sign layout. Portable message signs are required 2 weeks prior to the closure and for the duration of the project. Access must be maintained at all times at nearby driveways. Project site shall be barricaded with portable concrete barriers on each end of the bridge.

7. UTILITIES

- a. Electricity (Power) – Liberty Utilities (lines can be de-energized at two separate occurrences to allow installation and removal of cofferdams/water diversion)
- b. Telephone – Consolidated
- c. Cable – Comcast
- d. Water Main

Contractor will be required to complete coordination with utility companies.

8. CONSTRUCTION SCHEDULE

The project schedule is as follows:

- a. Contractor may take the site and close the bridge for a maximum of 180 days on or after May 2, 2022.
- b. Substantial Completion: May 31, 2023
- c. Final Completion: June 28, 2023
- d. Liquidated damages are included. Refer to Section 00500 paragraph 3.2. \$1,500/day for each day after the substantial completion and \$500/day for each day after final completion.
- e. Will accept questions in writing until COB on Wednesday, January 12th. An addendum will be issued, if needed.

9. QUESTIONS