



**2021 ROADWAY IMPROVEMENT PROJECT
SOUTH BROADWAY DRAINAGE AND ROADWAY IMPROVEMENTS
SALEM, NH**

ADDENDUM No. 2

February 17, 2021

This Addendum forms part of the Bidding and Contract Documents and modifies the Drawings and Contract and Specifications for the 2021 Roadway Improvement Project – South Broadway Drainage and Roadway Improvements. 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.

ADDEDNDUM No. 2

Bidders are advised the following clarifications and changes are hereby incorporated into the CONTRACT DOCUMENTS AND SPECIFICATIONS:

1. **Insert** the attached Section 00301A (Bid) in the CONTRACT DOCUMENTS AND SPECIFICATIONS and **Discard** the original version of Section 00301A.

The revised document provides for acknowledgement of Addenda on the signature page of the BID proposal.

****END OF ADDENDA NO. 2****



BID

In compliance with all specifications enclosed the Bidder hereby proposes to provide Work in strict accordance with the specifications provided with **Route 28 Drainage & Roadway Improvements** project. All services, materials, labor, equipment, delivery, and trucking required for the completion of all Work, will be supplied at the prices stated below. The Town of Salem, NH reserves the right to reject any and all bids.

The Undersigned has carefully examined the site and adjacent areas of the proposed Work and fully informed and satisfied himself as to the conditions and restraints existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution given said conditions and restraints, and the accuracy of all estimated quantities stated in this BID, and he has carefully read and examined the Contract Documents therein referred to and knows and understands the terms and provisions thereof

Total Cost for Route 28 Drainage & Roadway Improvements:

• Bid Submitted by (Business Name)

• Title of person authorized to sign Bids

• Name of person authorized to sign Bids (printed)

• Signature of person authorized to sign Bids

• Business Phone _____ Business Fax _____

• Business Address _____ Date _____

• Business Email _____

• Business Type _____ (Individual, Partnership, Corporation etc.)

• Acknowledgement of any/all Addenda. This BID includes Addenda number(s) _____
(To be filled in by Bidder if Addenda are issued)

BID
00301A

Bid Schedule

2021 Roadway Improvement Project South Broadway Resurfacing and Drainage Improvements Salem, New Hampshire

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE		EXTENDED TOTAL
				Words	Figures	(Figures)
202.7	REMOVAL OF GUARDRAIL	770	LF			
203.1	COMMON EXCAVATION (WHERE DIRECTED)	480	CY			
203.6	EMBANKMENT IN PLACE (WHERE DIRECTED)	50	CY			
206.19	COMMON STRUCTURE EXCAVATION EXPLORATORY	50	CY			
214.	FINE GRADING	1	U			
304.4	CRUSHED STONE (FINE GRADATION)	86	CY			
403.11A	HOT BITUMINOUS PAVEMENT, MACHINE METHOD (BINDER MIX)	220	TON			
403.11B	HOT BITUMINOUS PAVEMENT, MACHINE METHOD (WEARING MIX)	810	TON			
403.12	HOT BITUMINOUS PAVEMENT, HAND METHOD	57	TON			
417.	COLD PLANING BITUMINOUS SURFACES	7800	SY			
603.83212	12" SMOOTH INTERIOR, DOUBLE WALL (TYPE S)	130	LF			
603.83224	24" SMOOTH INTERIOR, DOUBLE WALL (TYPE S)	85	LF			
604.0007	POLYETHYLENE LINER	6	EA			

Bid Schedule

**2021 Roadway Improvement Project
South Broadway Resurfacing and Drainage Improvements
Salem, New Hampshire**

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE		EXTENDED TOTAL
				Words	Figures	(Figures)
604.124	CATCH BASINS TYPE B, 4-FOOT DIAMETER	9	EA			
604.324	DRAINAGE MANHOLE, 4-FOOT DIAMETER	2	EA			
604.45	ADJUST CATCH BASIN GRATES & FRAMES	3	EA			
604.5	ADJUST MANHOLE COVER & FRAME (SEWER OR DRAIN)	10	EA			
605.82453	48" AGGREGATE UNDERDRAIN WITH 24" PERFORATED CPE	1010	LF			
608.36	6" REINFORCED CONCRETE SIDEWALK	15	SY			
608.54	DETECTABLE WARNING DEVICES, CAST IRON	1	SY			
609.01	STRAIGHT GRANITE CURB	1500	LF			
609.02	CURVED GRANITE CURB	200	LF			
609.5	RESET GRANITE CURB	330	LF			
611.05206	6" Cement Lined Ductile Iron Pipe, CL 52	40	LF			
611.70006	6" Fitting	1	EA			
611.71006	6" Gate Valve w/ gate box	1	EA			

Bid Schedule

2021 Roadway Improvement Project

South Broadway Resurfacing and Drainage Improvements

Salem, New Hampshire

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE		EXTENDED TOTAL
				Words	Figures	(Figures)
611.71912	12x6 Tapping Sleeve	1	EA			
618.6	UNIFORMED OFFICERS	20000	ALLOW	TWENTY THOUSAND DOLLARS AND NO CENTS	\$20,000.00	\$20,000.00
619.1	MAINTENANCE OF TRAFFIC	1	LS			
632.0104	RETROREFLECTIVE PAINT PAVE. MARKING, 4" LINE	20600	LF			
632.3118	RETROREFLECTIVE THERMO. PAVE. MARKING, 18 IN (STOP BARS)	150	LF			
632.32	RETROREFLECT. THERMOPLAS. PAVEMENT MARKING, SYMBOL OR WORD	1100	SF			
645.441	SEDIMENT FILTER LOGS (COMPOST SOCK)	800	LF			
645.531	SILT FENCE	800	LF			
645.533	INLET FILTER BASKET	17	EA			
646.512	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS, AND LOAM (F)	2100	SY			
692	MOBILIZATION	1	LS			
TOTAL AMOUNT						

Key to Units: LF = Linear Feet; VF = Vertical Feet; SY = Square Yards; CY = Cubic Yards; LS = Lump Sum; EA = Each

NON-COLLUSION STATEMENT

The Undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the "PERSON" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Title _____

Signature _____

Company _____

INDEMNIFICATION AGREEMENT

The successful Bidder agrees to indemnify, investigate, protect, defend and save harmless the Town of Salem, NH, it's officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the forgoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

- Company _____
- Taxpayer Identification
Number _____
- Authorized Signature _____
- Contact Phone _____
- Address _____
- Date _____

BID
00301A

REFERENCE LIST

Projects within the past three years best illustrating current qualifications for this project:

PROJECT NAME, LOCATION & DESCRIPTION	YEAR	PROJECT COST	PHASES Complete or In Progress	REFERENCES NAME TITLE PHONE

BID
00301A

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)

Bidder's Name and Corporate Seal

_____(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title

Attest: _____

Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Agent, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such

notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.