

**CONTRACT AND SPECIFICATIONS  
ROUTE 28 DRAINAGE & ROADWAY IMPROVEMENTS  
SALEM, NEW HAMPSHIRE**



**PREPARED BY:  
TOWN OF SALEM, NEW HAMPSHIRE  
ENGINEERING DEPARTMENT**

**JANUARY 2021**

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**DIVISION 0**  
**BIDDING AND CONTRACT REQUIREMENTS**

## INVITATION TO BID

### Route 28 Drainage and Roadway Improvements Salem, New Hampshire

Sealed Bids for the Town of Salem, NH, Route 28 Drainage and Roadway Improvements will be received at the office of the Purchasing Agent, Town Hall, 33 Geremonty Drive, Salem, New Hampshire until **1:00 PM on February 18, 2021**, at which place and time said Bids will be opened and read. Due to COVID-19, the bid opening will be held virtually using Zoom teleconferencing software. Credentials for viewing bid openings will be posted on the purchasing page of the Town website at [www.salemnh.gov](http://www.salemnh.gov).

This work includes drainage improvements, curbing installation, roadway cross section improvement and resurfacing of approximately 1,500 LF of South Broadway (Rte28) between Rockingham Blvd and Cluff Crossing Rd in the Town of Salem, New Hampshire.

Complete Bidding Documents may be examined and obtained, in electronic format, on or after **Friday, February 5, 2021** at the office of **Purchasing Agent**, Salem Town Hall, 33 Geremonty Drive, Salem, New Hampshire, 03079. Documents will be posted to the Purchasing page of the Town website. Documents may be examined, at the Engineering Department, Town Hall, 33 Geremonty Drive, Salem, NH 03079, at Associated General Contractors, 48 Grandview Road, Bow, NH 03304 or at Construction Summary of NH, Inc. 734 Chestnut Street, Manchester, NH, 03104. Plan holders shall register with the office of the purchasing agent. Only registered plan holders will receive any published addenda.

Each bid must be accompanied by **BID SECURITY**, payable to the Town of Salem, in the amount of 5% of the total bid, which **BID SECURITY** must be in a form of a certified treasurer's or cashier's check or bid bond. Successful bidder must furnish 100 percent Construction Performance Bond, 100 percent Construction Payment Bond and a \$20,000.00 Warranty Bond.

Each bid shall be submitted on the Bid Form supplied by the Town of Salem in a sealed envelope clearly identified with the Bidder's name and address marked. The Schedule of Prices section of the Proposal Form shall be completed showing the Unit Price and Total Price for each item, and a Grand Total for all items. The Town reserves the right to reject any and all bids and to waive any technical or legal deficiencies that it may deem to be in the best interest of the Town.

Substantial contract completion date shall be **August 5, 2021**.  
Contract Final Completion shall be coordinated with adjacent intersection work.

No bidder may withdraw his/her Bid for a period of 90 calendar days after the actual date of the opening of the Bids.

Complete instructions for filing Bids are included in the Instructions to Bidders.

Questions regarding the project from Prospective Bidders shall be submitted in writing via email to the Engineering Division at [jdannis@salemnh.gov](mailto:jdannis@salemnh.gov). The Owner will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions. Oral statements made may not be relied upon and will not be binding or legally effective.

## **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.)

BID  
00301A

## **Bid Schedule**

### **2021 Roadway Improvement Project**

#### **South Broadway Resurfacing and Drainage Improvements**

**Salem, New Hampshire**

| ITEM      | DESCRIPTION   | EST. QTY. | UNIT | UNIT PRICE |  | Figures | (Figures) |
|-----------|---|-----------|------|------------|--|---------|-----------|
|           |   |           |      | Words      |  |         |           |
| 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   |            |  |         |           |

## **Bid Schedule**

### **2021 Roadway Improvement Project**

#### **South Broadway Resurfacing and Drainage Improvements Salem, New Hampshire**

| ITEM      | DESCRIPTION                                      | EST. QTY. | UNIT | UNIT PRICE | Figures | EXTENDED TOTAL<br>(Figures) |
|-----------|--|-----------|------|------------|---------|-----------------------------|
|           |  |           |      | Words      |         |                             |
| 603.83224 | 24" SMOOTH INTERIOR, DOUBLE WALL (TYPE S)        | 41        | LF   |            |         |                             |
| 604.0007  | POLYETHYLENE LINER                               | 6         | EA   |            |         |                             |
| 604.124   | CATCH BASINS TYPE B, 4-FOOT DIAMETER             | 9         | 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   |            |         |                             |

## Bid Schedule

### 2021 Roadway Improvement Project

#### South Broadway Resurfacing and Drainage Improvements

Salem, New Hampshire

| ITEM                | DESCRIPTION  | EST. QTY. | UNIT  | UNIT PRICE                           | Figures     | EXTENDED TOTAL<br>(Figures) |
|---------------------|--|-----------|-------|--------------------------------------|-------------|-----------------------------|
|                     |  |           |       | Words                                |             |                             |
| 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    |                                      |             |                             |
| <b>TOTAL AMOUNT</b> |  |           |       |                                      |             |                             |

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 bona fide, 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, its 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<br>Complete or In Progress | REFERENCES NAME TITLE PHONE |
|--------------------------------------|------|--------------|-----------------------------------|-----------------------------|
|                                      |      |              |                                   |                             |
|                                      |      |              |                                   |                             |
|                                      |      |              |                                   |                             |
|                                      |      |              |                                   |                             |
|                                      |      |              |                                   |                             |
|                                      |      |              |                                   |                             |
|                                      |      |              |                                   |                             |

BID  
00301A

**BID BOND****BIDDER** (Name and Address):

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

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**OWNER** (Name and Address):

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**BID**

BID DUE DATE: \_\_\_\_\_

PROJECT (Brief Description Including Location):

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**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

\_\_\_\_\_  
Bidder's Name and Corporate Seal

SURETY

\_\_\_\_\_  
Surety's Name and Corporate SealBy: \_\_\_\_\_  
Signature and TitleBy: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)Attest: \_\_\_\_\_  
Signature and TitleAttest: \_\_\_\_\_  
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.

## **GENERAL TERMS AND CONDITIONS**

**PREPARATIONS OF BIDS:** Bids shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the bid shall initial any corrections to entries made on the attached forms.

Bidder must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid.

Any questions or inquiries must be submitted in writing and must be received by the Engineering Division no later than five (5) calendar days before the Request for Bid due date to be considered. Any changes to the Request for Bid will be provided to all prospective bidders of record at least three (3) calendar days prior to the bid due date.

Submitted bids shall contain the following (See applicable sections for details):

- Completed and executed Bid form.
- Executed Non-Collusion Statement
- Executed Indemnification Agreement
- Completed Project Reference List. (Minimum 3-4 similar projects required. Do not provide additional attachments/lists)
- Bid Bond for 5% of Bid
- Affidavit of knowledge and experience (bidder qualifications).

**SUBMITTED BIDS:** Bids must be submitted as directed in the Invitation to Bid, and on the forms provided unless otherwise specified. Bids must be typewritten or printed in ink. Bids must be mailed or delivered in person by the date and time specified. Bids that are faxed or emailed will not be accepted.

**WITHDRAWING BIDS:** Bids may be withdrawn prior to the opening date and time upon written request of the Bidder up to three (3) calendar days prior to the bid opening. Negligence on the part of the Bidder in preparing the Bid shall not constitute a right to withdraw a Bid subsequent to the Bid opening.

**BID EVALUATION:** The Town reserves the right to reject any and all Bids received in response to the Notice to Contractors. A Bid may be rejected, if the Bidder:

- Fails to adhere to one or more of the provisions established in the Bid and General Terms and Conditions.
- Fails to submit its Bid at the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to meet the minimum evaluation criteria specified in the Bid and General Terms and Conditions.
- Fails to submit its Bid to the required address on or before the deadline date established by the Town.
- Misrepresents its services, experience and personnel by providing demonstrably false information in its Bid or fails to provide material information.

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- Fails to submit its cost on the enclosed bid form.
- Refuses a reasonable request for an interview.
- Refuses to provide or provides inadequate clarification of requests from the Owner.

**RECEIPT AND OPENING OF BIDS:** Bids shall be submitted prior to the time fixed in the Invitation to Bid. Bids received after the time so indicated shall be returned unopened. Bids shall be opened and read aloud at the time and place specified in the Invitation to Bid.

**BID BOND:** Each Bid must be accompanied by a certified check or cashier's check payable to the Owner or by a Bid Bond (See attached Bid Bond form) duly executed and acknowledged by the Bidder, as Principal, and by a surety company qualified to do business in The State of New Hampshire and satisfactory to the Owner, as Surety. The check or Bid Bond shall be in the sum of 5% of the Bid amount and shall be enclosed in the sealed envelope containing the Bid.

Such check or Bid Bond may be held by the Owner as security for the fulfillment of the Bidder's agreements as herein set forth and as set forth in the Bid. Should the Bidder fail to fulfill such agreements his Bid check shall become the property of the Owner or if a Bid Bond was furnished the Bid Bond shall become payable to the Owner, as liquidated damages; otherwise, the Bid security shall be returned to all Bidders after Award of the Contract to the lowest responsive Bidder.

**BID RESULTS:** All sealed Bids received will be considered confidential and not available for public review until after the bid opening is conducted. Bids will remain confidential until a bid tabulation has been completed.

**KNOWLEDGE AND EXPERIENCE:** Provide a signed and notarized affidavit stating bidder's qualifications of the firm's knowledge and experience in the industry. The description shall include any information necessary for the Town of Salem to appropriately select a winning Bidder. Such information may include, but is not limited to itemization of:

- General information about company principals and/or officers,
- years in business completing this type of work,
- latest financial statement and/or bank references,
- any defaulted projects and why they were defaulted on or turned over to a bonding company within 3 years,
- listing of personnel and equipment dedicated to the work for the duration of the contract,
- Listing of Subcontractors, if any, to perform any Work,
- General statement of competence in this type of work
- Additional information relevant to this project.

**REFERENCES:** Projects within the past three (3) years best illustrating current qualifications for this project: Only three or four applicable projects need be noted. It is not the intent to provide a comprehensive listing of all work. (Please See Reference List in Bid form)

**AWARD OF CONTRACT:** It is the policy of the Town of Salem, NH that contracts are awarded only to responsible Bidders. In order to qualify as responsible, a Bidder must meet the following standards as they relate to this request:

GENERAL TERMS AND CONDITIONS  
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- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- Have the necessary experience, organization, technical and professional qualifications, skills, equipment, manpower and facilities.
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this bid and provide all documentation required of this bid.

The Contract will be awarded to the lowest responsive & responsible bidder based on the qualifications and experience of the Bidder, the quality of the equipment/product /materials/services to be provided and the support that the bidder offers during the duration of the supply terms.

**EXECUTION OF AGREEMENT:** Upon execution of the Notice of Award by the Owner, the successful Bidder shall sign (execute) three (3) original Agreements for entering into the contract and return such signed Agreements and accompanying documents to the Owner within ten (10) calendar days from the date mailed or otherwise delivered to the successful Bidder. Executed Agreements shall be returned with the following:

- Executed Performance Bond
- Executed Payment Bond
- Executed Warranty Bond
- Current Insurance certificate

**FAILURE TO EXECUTE AGREEMENT:** Failure of the successful Bidder to execute the Agreement as stated on the Notice of Award shall be just cause for cancellation of the Award.

**CONTRACT TERMINATION:** If at any time the Contractor fails to provide proper services during the contract period, the Owner will have the option to terminate the Contract.

**RIGHT TO REJECT BIDS:** The Town reserves the right to reject any and all bids, should the Town deem it to be in the best interest of the Town. The Town of Salem, NH reserves the right to reject any and all bids due to lack of funding.

**INSURANCE CERTIFICATES:** The Contractor must supply a current insurance certificate before any work commences. The limits of liability for the insurance required shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

Worker's Compensation, etc.: The Contractor shall procure and maintain for the duration of this project Workmen's Compensation Insurance as required by State Law for all of his employees that are engaging in any work at the site of the project whether direct employees or subcontracting associates.

(1) Worker's Compensation: As required by the laws of the State of New Hampshire

(2) Employer's Liability \$100,000 each accident

**GENERAL TERMS AND CONDITIONS**  
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\$500,000 disease –policy limit  
\$100,000 disease - employee

Contractor's Liability Insurance 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 Collapse, and Underground coverages. If blasting is to be used, also include explosion coverage. | \$1,000,000 |

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 |

The Contractual Liability coverage 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 |

The Contractor shall purchase and maintain a separate Owner's Protective Liability policy, issued to Owner at the expense of Contractor, including Owner, Engineer and adjacent property owners as named insured. This insurance shall provide coverage for not less than the following amounts:

GENERAL TERMS AND CONDITIONS  
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|   |             |
|---|-------------|
| (1) General Aggregate                                   | \$2,000,000 |
| (2) Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |

**PRICING:** Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material, delivery, trucking, overhead and profit costs, and any discounts offered. All services, materials, labor, and equipment required for the Work, will be supplied at the prices provided in the submitted bid and are intended to provide a complete project.

**CHANGE ORDERS:** Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

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. 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 Contract, 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 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 completion of the Work if the change or extra work is ordered.

**CLAIMS:** All Claims shall be referred to the Engineer for decision. A decision by the Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted within 30 days after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

#### GENERAL TERMS AND CONDITIONS 00010 - 5

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

The Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,
2. approve the Claim, or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

Engineer's written action or denial under the provisions of the Claims section will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure within 30 days of such action or denial.

**DISPUTE RESOLUTION:** Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Claims before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall be within 30 days of an action or denial of a claim.

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. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

If the Claim is not resolved by mediation, Engineer's action or denial under the Claim section shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. agrees with the other party to submit the Claim to another dispute resolution process, or
2. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

**GUARANTEES AND WARRANTIES:** All parts and labor related to the Agreement must be guaranteed and include a **2 year warranty**. Warranty shall begin upon issuance of final payment. The selected Contractor shall provide a **twenty-thousand dollar (\$20,000)** Warranty Bond prior to issuance of final Payment.

**RETAINAGE:** Retainage for each work item in the amount of **5%** of the Contract value shall be held until Work acceptance and issuance of final payment.

#### GENERAL TERMS AND CONDITIONS 00010 - 6

**FORCE MAJEURE:** Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or any other act of God.

**UNIT ITEM QUANTITIES:** quantities of work tabulated in the BID or indicated in the Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Owner and are paid at the unit item prices with no additional cost beyond the unit.

**SUBMITTALS:** The selected Contractor shall be required to submit shop drawings, cut sheets, and/or material certifications for all products to be utilized for this project. A list of required submittals will be provided to the selected Contractor after the Notice of Award has been issued. The Contractor shall be required to submit the name of manufacturer, supplier, part number, mix designs, material gradation, and any other information as may be required by the Town of Salem Technical Specifications. See Submittal Procedures for additional requirements.

**PRECONSTRUCTION MEETING:** The contractor shall be required to attend a preconstruction meeting prior to mobilization or completion of any Work. It is preferred that the Contractor submit an anticipated schedule and proposed Traffic Maintenance Plan at least 5-days prior to the preconstruction meeting to allow for adequate review time. Any questions on the project schedule or Traffic Maintenance plan can be effectively discussed at the meeting.

**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
- Project Plans, See Appendix A herein
- Special Provisions, included herein
- Supplemental Specifications, 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 3.04 so corrections and interpretations necessary to fulfill the intent of the Contract can be made.

#### GENERAL TERMS AND CONDITIONS 00010 - 7

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 current edition of such specifications, or latest revision adopted thereof and in effect on the date of invitation for bids.

GENERAL TERMS AND CONDITIONS  
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Town of Salem Municipal Services Dept  
(rev Jan 2021)

## **AGREEMENT**

TOWN OF SALEM, NEW HAMPSHIRE  
Municipal Services Department  
Route 28 Drainage & Roadway Improvements

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 by and between the Town of Salem, New Hampshire acting by and through its Board of Selectman duly authorized therefore, who acts herein solely for said Town and without personal liability to itself, (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

### **ARTICLE 1. WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 01010, SUMMARY OF WORK.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally as described as follows: Installation of drainage and curbing, and road resurfacing on Route 28 (S. Broadway) between Rockingham Blvd and Cluff Crossing Road.

### **ARTICLE 2. ENGINEER**

The Town of Salem, Director of Municipal Services shall be hereinafter called the ENGINEER, and shall act as OWNER'S representative, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **ARTICLE 3. CONTRACT TIMES**

3.1 All components of the work will be substantially completed **August 5, 2021**. Project Final Completion shall be coordinated with adjacent intersection contractor.

### **ARTICLE 4. CONTRACT PRICE**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents; an amount in current funds equal to the unit prices stipulated in the CONTRACTOR's BID.

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## **ARTICLE 5.**

## **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment monthly. Applications for Payment will be processed by OWNER.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 7<sup>th</sup> day of each month during construction. All such payments will be measured based on the number of units completed. Partial payment on incomplete items may be authorized at the discretion of the Owner.
- 5.2 Retainage. Retainage for each work item in the amount of 5% of the Contract value shall be held until Work acceptance and issuance of final payment
- 5.3 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

## **ARTICLE 6.**

## **CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions, including conditions and features adjacent to the work limit, that may affect cost, progress, performance, or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 7.4 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.6 CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

AGREEMENT  
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Town of Salem Municipal Services Dept  
(rev Jan 2021)

**ARTICLE 8.****CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 Invitation to Bid
- 8.2 General Terms and Conditions.
- 8.3 Bid and Bid Bond.
- 8.4 Non-Collusion Statement and Indemnification Agreement
- 8.5 This Agreement.
- 8.6 Performance, Payment, Warranty, and other Bonds.
- 8.7 General Terms and Conditions requirements.
- 8.8 Division 1 – General Requirements
- 8.9 Supplemental Specifications as listed in the Table of Contents thereof.
- 8.10 Drawings and Details in Appendices of Specifications, as follows:
  - Appendix A “South Broadway Infiltration Trench Plan,” prepared by MacFarland Johnson, dated January 2021 and consisting of 7 drawings.
- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

**ARTICLE 9.****MISCELLANEOUS**

- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment with release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

AGREEMENT  
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- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5 Errors, omissions and conflicting information in the Contract Documents shall be brought to the attention of the ENGINEER in writing for clarification and resolution. Such errors, omissions and conflicting information shall not invalidate the Contract in part or in total.
- 9.6 The OWNER reserves the right to reject any SUBCONTRACTOR or SUPPLIER employed or used by the CONTRACTOR if the Owner deems the person, firm, supplier, or other party unacceptable.
- 9.7 The Contractor shall provide a Warranty Bond in the penal sum of Twenty Thousand Dollars (\$20,000.00). The project warranty term shall be for two (2) years from the date which final payment is made.

AGREEMENT  
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IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in triplicate. Counterparts have been delivered to OWNER (2) and CONTRACTOR (1). All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, **2021** (which is the Effective Date of the Agreement).

OWNER: Town of Salem,  
New Hampshire

Name: Christopher Dillon  
By: \_\_\_\_\_  
\_\_\_\_\_  
Town Manager

Attest: \_\_\_\_\_

Address: 33 Geremonty Drive  
Salem, NH 03079  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
[CORPORATE SEAL]

Attest: \_\_\_\_\_

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

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

(If CONTRACTOR is a corporation, attach  
Evidence of authority to sign.)

AGREEMENT  
00500B -5

# Notice of Award

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

Project: Route 28 Drainage & Roadway Improvements

|  |                             |
|--|-----------------------------|
| Owner: Town of Salem                               | Owner's Contract No.: N/A   |
| Contract: Route 28 Drainage & Roadway Improvements | Engineer's Project No.: N/A |

Bidder:

Bidder's Address:

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You are notified that your Bid dated January 18, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the work identified below:

Drainage improvements, curbing installation, roadway cross section improvement and resurfacing of approximately 1,500 LF of South Broadway (Rte28) between Rockingham Blvd and Cluff Crossing Rd in the Town of Salem, New Hampshire.

The work shall be as indicated in the Contract Drawings and Specifications.

The Contract Price of your Contract is \_\_\_\_\_ which price includes the work described in the Base Bid.

Three (3) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Two (2) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [10] days of the date you receive this Notice of Award.

1. Deliver to the Owner Three (3) original copies of fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders.
3. Other conditions precedent:  
None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default and annul this Notice of Award.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Salem, New Hampshire  
Owner  
By: \_\_\_\_\_  
Authorized Signature  
Christopher Dillon, Town Manager  
Title \_\_\_\_\_

## NOTICE TO PROCEED

Dated \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project: Route 28 Drainage and Roadway Improvements, Salem New Hampshire

Contract: Route 28 Drainage and Roadway Improvements, Salem New Hampshire

OWNER'S CONTRACT NO. \_\_\_\_\_

You are noticed that the Contract Times under the above contract will commence to run on \_\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the date of readiness for final payment is as specified in the Agreement.

Before you may start Work at the Site, you and Owner must each deliver to the other (with copies to the Engineer and other identified additional insured's) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents

Also, before you may start any activity at the Site you must

1. Attend a Pre-Construction meeting on a date to be determined.
2. Prepare and have approved a traffic management plan.
3. Install construction signage one (1) day prior to the start of construction.

By: \_\_\_\_\_  
(OWNER)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

copy to ENGINEER

Town of Salem Engineering Division

1. (Use Certified Mail, Return Receipt Requested)

# Construction Performance Bond

Any singular reference to Contractor, Surety, Agent, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

## CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

## SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

## CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

## SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER'S right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR'S right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied

liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR'S right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

# Construction Payment Bond

Any singular reference to Contractor, Surety, Agent, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
    1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
  5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
  6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
    - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
    - 6.2. Pay or arrange for payment of any undisputed amounts.
  7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER'S priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR'S Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

- 15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

- 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

## WARRANTY BOND

Date of Warranty Bond Execution: \_\_\_\_\_

Name of Principal Contractor: \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting Body: Town of Salem, New Hampshire

Amount of Bond: Twenty Thousand Dollars (\$20,000.00)

Contract ID No.: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of Twenty Thousand Dollars (\$20,000.00) by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a certain contract, numbered as shown above, with the Contracting Body.

WHEREAS, the said Principal, through furnishing this bond from a Surety licensed to do business in the State of New Hampshire, is required to guarantee each element of the Project as specified and installed under said contract, against defects in material or workmanships which may develop during the Project Warranty Term (subject to any extensions thereof) in accordance with the Contract, and beginning on the date(s) identified in the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out and perform the said guarantee requirements of the Contract and shall, on due notice, repair and make good at its own expense any and all defects in material or workmanship in the said work which may develop during the Project Warranty Term (2 years), as may be extended, or shall pay over, make good and reimburse to the said Contracting Body all loss and damage which said Contracting Body may sustain by reason of failure or default of said Principal so to do, then this bond shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED HOWEVER, that in the event of any default on the part of the said Principal, no claim, suit or action by reason of any default of Principal shall be brought hereunder until the Contracting Body shall deliver to the Surety within ten (10) days of the date as determined below, by registered mail, a written statement of the particular facts showing that the Principal has knowledge of such default and Principal's failure to carry out and perform the said guarantee requirements or to pay over, make good or reimburse Contracting Body for loss and damage extends beyond the expiration of thirty (30) days from the end of the Project Warranty Term as determined by Contracting Body in accordance with the Contract.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

WARRANTY BOND  
00621-1

Town of Salem Municipal Services Dept  
(rev Feb 2016)

## **WARRANTY BOND**

*Affix Seal of Surety Company*

---

Print or type Surety Company Name

By \_\_\_\_\_

Print, stamp or type name of Attorney-in-Fact

---

Signature of Attorney-in-Fact

---

Signature of Witness

---

Print or type witness' name

---

Address of Attorney-in-Fact

WARRANTY BOND  
00621-2

Town of Salem Municipal Services Dept  
(rev Feb 2016)

**WARRANTY BOND**  
**CORPORATION**  
**SIGNATURE OF CONTRACTOR (Principal)**

---

Print or type full name of Corporation

---

Address of Corporation

By \_\_\_\_\_  
Authorized Signature

---

Print or type signers name

---

Print or type signers Title

Attest \_\_\_\_\_  
Authorized Signature

---

Print or type signers name

---

Print or type signers Title

Affix Corporate Seal

WARRANTY BOND  
00621-3

Town of Salem Municipal Services Dept  
(rev Feb 2016)

## **WARRANTY BOND**

Attach certified copy of Power of Attorney to this sheet.

WARRANTY BOND  
00621-4

Town of Salem Municipal Services Dept  
(rev Feb 2016)

## WORK CHANGE DIRECTIVE

No. \_\_\_\_\_

---

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

---

CONTRACTOR \_\_\_\_\_

Contract: \_\_\_\_\_

Project: \_\_\_\_\_

OWNER'S Contract No. \_\_\_\_\_ ENGINEER'S Project No. \_\_\_\_\_

---

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

---

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in  
Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work \_\_\_\_\_

---

Estimated increase (decrease) in Contract  
Price:

\$ \_\_\_\_\_.

If the change involves an increase, the  
estimated amount is not to be exceeded  
without further authorization.

---

Estimated increase (decrease) in Contract  
Times:

Substantial Completion: \_\_\_\_\_ days;

Ready for final payment: \_\_\_\_\_ days.

---

RECOMMENDED:

AUTHORIZED:

Accepted:

---

By: \_\_\_\_\_

---

By: \_\_\_\_\_

---

By: \_\_\_\_\_

# CHANGE ORDER

No. \_\_\_\_\_

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

|   |                      |                         |
|---|----------------------|-------------------------|
| Project: Route 28 Drainage & Roadway Improvements – Salem, New Hampshire  | Owner: Town of Salem | Owner's Contract No.:   |
| Contract: Route 28 Drainage & Roadway Improvements – Salem, New Hampshire |                      | Date of Contract:       |
| Contractor:   |                      | Engineer's Project No.: |

The Contract Documents are modified as follows upon execution of this Change Order:  
Description:

Attachments: (List documents supporting change):

|  |   |
|--|---|
| CHANGE IN CONTRACT PRICE:  |   |
| Original Contract Price  | \$ _____  |
| Net Increase (decrease) from previous Change Orders No. <u>0</u> to <u>0</u> : | \$ _____  |
| Contract Price prior to this Change Order:                                     | \$ _____  |
| Net Increase (decrease) of this Change Order:                                  | \$ <u>0.00</u>                                    |
| Contract Price with all approved Change Orders:                                | \$ _____  |
| CHANGE IN CONTRACT TIMES:  |   |
| Original Contract Times:   | Ready for final payment: _____<br>(days or dates) |
| Net change from previous Change Orders No. <u>0</u> to No. <u>0</u> :          | Ready for final payment: _____<br>(days)          |
| Contract Times prior to this Change Order:                                     | Ready for final payment: _____<br>(days or dates) |
| Net increase this Change Order:  | Ready for final payment: _____<br>(days)          |
| Contract Times with all approved Change Orders:                                | Ready for final payment: _____<br>(days or dates) |

RECOMMENDED:

By: \_\_\_\_\_  
ENGINEER (Authorized Signature)

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

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)

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

ACCEPTED:

By: \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

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

**DIVISION 1**  
**GENERAL REQUIREMENTS**

## SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Products, activities and services associated with the completion of Work shall be in conformance with the NHDOT Standard Specifications for Road and Bridge Construction, Town of Salem Supplemental Specifications included herein, and per Town of Salem Standard Details included herein.

#### 1.2 LOCATION OF WORK

- A. The work of this Contract is located on Route 28 (South Broadway) between Rockingham Blvd and Cluff Crossing Road in the Town of Salem, New Hampshire.

#### 1.3 SUMMARY

- A. In general and without limitation, the work to be done under this Contract drainage system improvements and appurtenant work within the work limit shown on the Drawings.
- B. A general description of the work to be performed under this Contract shall include but will not necessarily be limited to all work associated with the complete
  - 1. Excavating, filling, backfilling, grading and compacting for all items of work such as pavement, curbing, gravels, drainage provisions, water, sewer, walls, etc.
  - 2. Furnishing, installing, and testing all components and materials complete in place as called for on the plans and specifications.
  - 3. Providing all traffic control and maintenance throughout the project.
  - 4. Disposal of excess excavated material not required for fill or backfill. If deemed suitable by the Owner, excess material shall be transported to a Town of Salem facility at no cost to the Owner.
  - 5. Removal and disposal of existing components to be replaced. Components deemed salvageable by the Owner shall be transported to a Town of Salem facility at no cost to the Owner.
  - 6. Completion of all clean up.

## SUMMARY OF WORK

01010 - 1

- C. It is the intent of this project to produce a complete, finished job whether shown in every detail or not. Each work item shall be inclusive of all labor, material, machinery, and testing which, shall be incidental under that item.
- D. Cleaning and Protection of Work: The Contractor shall maintain full responsibility of all Work until the project has been accepted by the Town of Salem. Any replacement of damaged Work prior to acceptance shall be done at no cost to the Owner.

#### 1.6 WORK SEQUENCE

- A. The Contractor shall provide a work sequence or project schedule for review and consideration by the Owner.
- B. **Adjacent Intersection Reconstruction Sequencing:** The Contractor's attention is drawn to the adjacent intersection construction. It is the intent of this plan that paving and striping of the entire segment of road between Rockingham Blvd and Cluff Crossing Road is completed at the same time in a single mobilization for each operation by the same subcontractor. The Contractor understands and accepts an increase in scope or reduction in scope depending on which Projects Contractor completes finish paving and striping.
- C. Contractor shall complete all Work (Final Completion) associated with the Project by the date stipulated in the Agreement.
- D. Work shall be conducted in a manner so as to minimize disruption of the adjacent businesses and residences. Patron and resident access shall be provided at all times during the prosecution of the Work.

#### 1.7 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall assume full responsibility for security of all his and his subcontractors' materials and equipment stored on the site.
- B. Contractor shall limit use of premises to areas within the Contract work area. Do not cause disruption to portions of the Project beyond areas in which the Work shall be conducted.
- C. If directed by the Owner, Contractor shall move stored items which interfere with operations of Owner for no additional compensation.
- D. If necessary, Contractor shall obtain and pay for use of additional storage or work areas if needed to perform the Work.
- E. Restoration and Protection of Public and Private Property: Unless specifically provided for in the Contract, restoration and protection of all property outside of the work limit shall be incidental to the Contract.

#### SUMMARY OF WORK 01010 - 2

## 1.8 UTILITIES

- A. The underground utilities shown on the Drawings have been located primarily from information furnished by others and are considered approximate both as to size and location. There may be additional utilities to be encountered that are not shown on the Drawings, and it shall be the Contractor's responsibility to locate all existing utilities and to protect same from damage or harm. All utilities interfered with or damaged shall be properly restored, at the expense of the Contractor, to the satisfaction of the Owner and the utility authority.
- B. Locating, protecting and shoring/guying all existing utilities, structures and property. Coordinating all construction activity with appropriate utility authorities.
- C. It shall be the Contractor's responsibility to plan and coordinate in advance of work which requires connection to existing works such as drainage, water, sewer and private utilities at no cost to the Owner.

## 1.9 WORK SCHEDULE

- A. Normal construction activity shall be limited to normal business hours of 7:00 AM to 3:30 PM, Monday through Friday (except holidays) unless otherwise approved by the Engineer or the Town of Salem in writing. Police detail time for unauthorized work outside of normal business will result in that time being charged to the Contractor.
- B. If the Contractor requires assistance from the Department of Public Works (DPW) after normal business hours (3:30 PM), the Contractor will be charged for DPW time, including manpower and vehicles. Payments of all fees accrued for this reason are the sole responsibility of the Contractor with no additional expense to the Owner.
- C. Work in streets, roadways and areas adjacent to them is not allowed on legal holidays and shall cease at noon on the day before legal holidays and at noon on Friday prior to Monday holidays.

## 1.10 SUBSIDIARY ITEMS

- A. The following items of work are considered subsidiary to other items of work and no additional compensation will be allowed. This list is not considered to be complete and other items may be identified in these contract documents. The partial list is as follows:
  1. Sweeping existing pavement prior to tack coat and overlays.
  2. Cleaning new catch basins and drain pipes.
  3. Materials testing.
  4. Bituminous tack coat.

## SUMMARY OF WORK 01010 - 3

5. All hauling costs associated with delivery of products and materials to the site or costs associated with the transport of salvaged materials/items to the Owner in a designated location.
6. Thrust blocks/joint restraints for water or sewer work.
7. Resetting individual stones.
8. Coordination with Town departments.
9. Coordination with utility companies.
10. Dewatering of any kind.
11. Temporary earth support and shoring.
12. Meeting the requirements of all project permits.
13. General site cleanup.
14. Field survey including layout.
15. Record drawings.
16. Water and Sewer swing tie sketches.
17. As-Built Survey.

END OF SECTION 01010

SUMMARY OF WORK  
01010 - 4

Town of Salem Municipal Services Dept  
(rev Feb 2016)

## SUBMITTAL PROCEDURES

### 1.1 SHOP DRAWINGS, PRODUCT DATA, SAMPLES

#### A. Shop Drawings:

1. Shop drawings shall be submitted for all custom-prepared data such as fabrication and erection/installation (working) drawings of concrete reinforcement, structural details, drain and sewer structures, piping layout, schedule information, setting diagrams, actual shop work manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, individual system or equipment inspection and test reports including performance curves and certifications as applicable to the work.
2. The Contractor shall provide complete designs for items such as modular block retaining walls or box culverts which shall be completed by the product manufacturer. The full design of such structures shall be stamped by a Professional Engineer licensed in the State of New Hampshire and shall include a Certificate of Design. All engineering, certification, administrative, plan production, shipping, and other such 'soft' costs shall be subsidiary to the structure line item.

#### B. Product Data:

1. Submit manufacturer's literature and catalog data, or both, showing that the materials provided meet the requirements of the specifications.
2. Submit Certificates of Compliance for all materials and products provided for the project indicating that the material meets the project specifications.

### 1.2 CONTRACTOR'S RESPONSIBILITIES

- A. Prior to submission, The Contractor shall review shop drawings and product data, including those by subcontractors, to determine and verify field measurements, field construction criteria, catalog numbers (and similar data), and conformance with the specifications.
- B. Each shop drawing, sample, and product data submitted by the Contractor shall have affixed to it the following Certification Statement including the Contractor's Company name and shall be signed by the Contractor:

**"Certification Statement: by this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."**

- C. The review and approval of shop drawing and product data by the Engineer is for general conformance with the design concept and contract drawings and shall not relieve the Contractor from his responsibility with regard to the

## SUBMITTAL PROCEDURES

01300 - 1

fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the Engineer will not have responsibility therefore.

- D. No portion of the work requiring a shop drawing or product data shall be started nor shall any materials be ordered, fabricated or installed prior to the approval of such item. Any such work shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

#### 1.3 SUBMISSION REQUIREMENTS

- A. Number of submittals required: two (2) copies
- B. Submittals shall contain: all necessary information such that a complete review of the submittal is possible, i.e. manufacturer, project, product, dimensions, field dimensions, elevations, color, material, etc.

#### 1.4 GENERAL PROCEDURES FOR SUBMITTALS

- A. Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, so that the installation will not be delayed by processing times including disapproval, re-submittal (if required), coordination with other submittals, inspection, testing (off-site and on-site), purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals sufficiently in advance of the Work.

#### 1.5 CERTIFICATES OF COMPLIANCE

- A. The Contractor shall be responsible for providing Certificates of Compliance. Certificates are required for demonstrating proof of compliance with contract requirements and shall be executed in two (2) copies unless otherwise specified. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Supplier, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Supplier and Contractor from furnishing satisfactory material.

END OF SECTION 01300

#### SUBMITTAL PROCEDURES 01300 - 2

## CONTRACT CLOSEOUT

### 1.1 CLOSEOUT PROCEDURES

The Contractor shall:

- A. Submit final Application for Payment identifying total adjusted Contract Sum, previous payment, and sum remaining due.
- B. Submit an affidavit that all payrolls, bills for materials and equipment, subcontractor bills, and other indebtedness connected with the work for which the Owner might in any way be responsible, have been paid or otherwise satisfied.
- C. Submit all Subcontract/Vendor Final Lien waivers for any goods and services used for the project.
- D. Submit Consent of Surety to Final Payment from Bonding Company.
- E. Submit As-build information on 'redline' plans for review and approval as required by the Owner. As-build requirements shall be defined at a pre-bid conference. In general, as-build plan information shall include all modifications to the existing conditions and all information regarding new infrastructure such as, but not limited to, layout, centerline and edge of pavement grades, structure location and elevations, invert information, pipe size and material, swing tie information, separate swing tie sketches, ledge locations, and other pertinent information as may be encountered during construction activities.

### 1.2 FINAL CLEANING

- A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
  1. During its progress, the work and the adjacent areas affected thereby shall be cleaned up and all rubbish, surplus materials, and unneeded construction equipment. All damage shall be repaired so that the public and property owners will be inconvenienced as little as possible.
  3. Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes structures, work done under this contract, or elsewhere during the course of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of. All affected areas shall be left in a clean and neat condition.
  4. Remove all temporary works, tools, and machinery or other construction equipment; remove all rubbish from any grounds which he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations in a neat and satisfactory condition.

CONTRACT CLOSEOUT  
01700 - 1

## TRAFFIC MANAGEMENT

### 1.1 SUMMARY

A. This Section includes the following:

1. Pedestrian, vehicular traffic and other safety control devices, requirements and management of the same necessary for the protection of the traveling public and working personnel during construction and related operations.
2. The design, application, and installation of all traffic control devices and practices shall conform to the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and Part VI Latest Edition, published by the U. S. DOT, latest edition, American Disabilities Act (ADA), and the New Hampshire Department of Transportation (NHDOT), except as modified herein. By mention, these documents are considered part of the Contract.
3. Traffic control during construction and maintenance operations includes installing and maintaining temporary pedestrian and construction facilities, furnishing, installing, inspecting, resetting, adding to and removing channelization devices as often as necessary to maintain safe pedestrian and vehicular traffic flow during construction.
4. "Approved by the Owner" throughout this Section shall mean the approval of the Town of Salem.
5. Mitigate vehicular and pedestrian traffic impacts by utilizing traffic control in compliance with the latest edition of MUTCD.

### 1.2 SUBMITTALS

- A. Before starting any work under this Contract, the Contractor shall prepare, and submit to the Engineer, a Traffic Control Plan which shall be adhered to during the progress of the work.
  1. The Traffic Control Plan shall indicate temporary pedestrian and construction facilities, temporary barricades, signs, drums, and other traffic control devices to be employed during the work, to maintain traffic and access to abutting properties.
  2. Particular care shall be taken to establish and maintain methods and procedures that will not create unnecessary or unusual hazards to public safety.
  3. Traffic control devices required only during working hour operations shall be removed at the end of each working day.

### 1.3 SYSTEM DESCRIPTION

- A. Temporary pavement markings and devices shall be used as required by MUTCD and ADA standards for traffic control and pedestrian safety. Markings shall meet NHDOT Standard Specifications.
- B. The Contractor shall provide necessary access for fire apparatus and other

TRAFFIC MANAGEMENT

01850 - 1

emergency vehicles through the work zone to abutting properties at all times.

- C. At the end of each working period, open trenches in areas of public travel shall be backfilled or covered with steel plates. Steel plate installation and maintenance including use of paved fillets shall be incidental to the Contract.
- D. Sweeping and cleaning of surfaces beyond the limits of the project, as may be required to clean up material caused by spillage or vehicular tracking during the various phases of the work, shall be considered as incidental to the work being performed under the Contract and there will be no additional compensation. Sweeping and cleaning shall be done as often as necessary to control nuisance and unsafe conditions.
- E. Dust Control: In addition to sweeping activities, forms of dust control such as water and calcium chloride shall be used as often as necessary and directed to adequately control dust generated by the Work. All dust control shall be incidental to the Contract.

#### 1.4 TRAFFIC CONTROL REQUIREMENTS

- A. The Contractor shall meet the following conditions, unless otherwise specifically approved by the Engineer:
  - 1. All work shall be prosecuted with proper regard for the convenience of the public and in a manner to permit unimpeded traffic flow whenever possible. The interruption of traffic will not be permitted unless specifically allowed by the Engineer and in accordance with the requirements of the Owner and in conformance with MUTCD requirements.
  - 2. Construction signs and channelizing devices shall be used to separate traffic from the work areas and for traffic control.
  - 3. The Contractor shall schedule his work so that temporary signs and channelizing devices are removed and traffic is returned to its normal pattern before the end of the work period.
  - 4. Accesses to residences and/or businesses shall be maintained at all times. To the greatest degree possible, existing parking areas shall not be blocked or utilized by the Contractor except where specifically authorized by the landowner.
  - 5. The Contractor shall keep all roadway areas open to traffic as clear as possible at all times. Materials shall not be stored on any roadway area or within 10 ft. of the traveled way. Material shall be delivered to the installation areas as they are needed to provide a continuous installation.
  - 6. Roadways shall be restored to two-way traffic at the end of each working day. The Contractor shall remove all equipment and construction vehicles from the traveled way and shoulders open to traffic during non-work hours.
  - 7. Traffic control devices (signs, barricades, message boards, concrete barriers and all other devices and practices) shall be adjusted, moved, added to, removed from, and otherwise maintained as often as necessary

#### TRAFFIC MANAGEMENT

01850 - 2

under the lump sum Traffic Maintenance item at no additional cost to the owner in order to me the requirements of this section.

#### 1.5 TRAFFIC OFFICER SERVICE

- A. The Contractor shall arrange for necessary police details with the Salem Police Department. The use of flaggers in place of uniformed police details shall not be allowed. The police agency and Owner shall determine the extent of police detail required during the project.
- B. The Contractor shall provide advance notice to the Police Department through the office of the Police Chief to request any changes to pre-approved traffic control details. Contractor shall provide 7 day advanced notice for all traffic control details.
- C. The Contractor shall provide proper notice to the Police Department, in accordance with Salem Police Department protocol, if it is necessary to cancel a scheduled traffic detail. Police detail time, which is scheduled and not cancelled in accordance with Salem Police Department protocol, will result in that time being charged to the Contractor and payment shall be the sole responsibility of the Contractor with no additional expense to the Owner.
- D. Normal construction activity shall be limited to normal business hours of 7:00 AM to 3:30 PM, Monday through Friday (except holidays) unless otherwise approved by the Engineer or the Town of Salem in writing. Police detail time for unauthorized work outside of normal business hours will result in that time being charged to the Contractor and payment shall be the sole responsibility of the Contractor with no additional expense to the Owner.
- E. In circumstances where additional work time is authorized and police detail time has not been scheduled in accordance with Paragraph B above, and where a police detail must be relieved, the Contractor shall be responsible for payment of any time remaining on a four-hour minimum charge beyond the end of the extended workday.

## **SUPPLEMENTAL SPECIFICATIONS**

## **SUPPLEMENTAL SPECIFICATION**

### **AMENDMENT TO SECTION 203 – EXCAVATION AND EMBANKMENT**

#### **Construction Requirements**

##### **Add Section 3.8.1.1**

**3.8.1.1** All testing requirements shall be included in the unit item cost of item provided.

#### **Method of Measurement**

##### **Add Section 4.1.4:**

**4.1.4** Any and all testing shall not be measured for payment.

**4.2.2** Except where specifically provided for in the Contract removal of loam during shoulder and slope stripping operations shall not be measured for payment. Excavation and embankment is measured to neat lines from existing grade to final grades.

#### **Basis of Payment**

##### **Add Section 5.1.4.1**

**5.1.4.1** The process of removal and placement of loam shall be part of Item 646.512 – Turf establishment where the item is provided in the contract. Removal of loam shall otherwise be considered part of the Contractor's means and methods and incidental to the Contract.

##### **Add Section 5.1.10**

**5.1.10** Any and all testing shall be subsidiary to the unit item cost of item being provided.

## **SUPPLEMENTAL SPECIFICATION**

### **AMENDMENT TO SECTION 304 – AGGREGATE BASE COURSE**

#### **Method of Measurement**

**Add** Section 4.5:

**4.5.1** Any and all testing shall not be measured for payment.

#### **Basis of Payment**

**Add** Part 304.5.4

**5.4** Any and all testing shall be subsidiary to the unit item cost of item being provided.

## SUPPLEMENTAL SPECIFICATION

### AMENDMENT TO SECTION 401 – PLANT MIX PAVEMENTS - GENERAL

#### Construction Requirements

**Amend** 401.3.10.10 by **adding** the following after the last sentence:

“The top of manholes, catch basins, and other castings shall be sprayed with kerosene or other product before the paver passed over the casting. The top of the casting shall be clean of asphalt at the completion of paving.”

**Amend** 401.3.13.2 to Read:

**3.13.2** The material being placed next to a previously paved lane shall be tightly crowded against the face of the abutting lane. The paver shall be positioned so that during spreading, the material will overlap the edge of the first lane by 1 to 2 in and shall be left sufficiently high to match the previously paved lane after compaction. The overlapped material shall be crowded to the joint with a lute prior to rolling. Longitudinal joint compaction shall be achieved by rolling from the hot side to within 6 in. of the previously placed material. The next roller pass will overlap onto the previously placed paved lane by 6 in. Further effort for compaction shall be applied to all joints during the intermediate and final rolling.

**Amend** 401.3.13.3 to Read:

**3.13.3** Placing of the course shall be as continuous as possible, keeping the number of transverse joints at a minimum while still being able to make a hot longitudinal joint.

**Amend** 401.3.17.3.5.1 to Read as follows:

**3.17.3.5.1** Cross slope will be measured as frequent as necessary by the Contractor and Engineer during all paving operations to ensure proper construction. Cross slope for the entire project will be evaluated at all 50-foot stations and through superelevation and superelevation transition sections. All paved areas within the project are subject to evaluation. The procedure for measuring the cross slope shall be by placing a 10-foot metal straight edge on the surface perpendicular to the traveled lane. A 4-foot direct reading level shall be placed on top of it. Percent cross slope shall be read and recorded. A second reading 180-degrees to the first shall be taken and recorded and the two shall be averaged for the test result.

**Add** Section 4.1.3

**4.1.3** Based on NHDOT Bureau of Research and Materials average density factor for pavement shall be 0.057 Tons/SY-in. when calculating project yield and measuring for payment. The contractor shall not be afforded additional payment where specific gravity of stone is greater than the average.

**Amend** section 5.7 as follows:

**5.7** Pavement Joint Adhesive shall be considered included in the price for hot bituminous pavement and no additional compensation will be granted.

## SUPPLEMENTAL SPECIFICATION

### AMENDMENT TO SECTION 403 – HOT BITUMINOUS PAVEMENT

#### Description

**Add** the following to the end of the last sentence of part 1.1.

“or temporary. Sidewalks and walkways shall be as specified in section 608”

**Amend** 1.1.1 to Read:

**1.1.1** Hand method shall include only the paving of raised islands, slopes, cattle passes, areas between rails at railroad crossings, driveways, driveway aprons, curb patch between concrete barrier and pavement, and permanent trench patches.

**Add** section 1.4

**1.4** Prior to the start of any paving operations a mandatory pre-paving meeting will be conducted.

#### Materials

**Amend** section 2.2 to read as follows:

**2.2** Temporary bituminous pavement shall conform to 401, Table 1. Thickness shall be 2" minimum or as ordered by the Engineer.

**Add** section 2.3

**2.3** Job mix formula for bituminous pavement materials shall be as follows:

- a. Temporary pavement material shall be 3/4" base course gradation as specified in NHDOT Standard Specifications, Section 401.
- b. Permanent base course pavement material shall be 3/4" base course gradation as specified in NHDOT Standard Specifications, Section 401.
- c. Permanent binder course pavement material, including driveways, shall be 3/4" binder course gradation as specified in NHDOT Standard Specifications, Section 401.
- d. Permanent wearing course pavement material shall be 1/2" wearing course gradation as specified in NHDOT Standard Specifications, Section 401.
- e. Bituminous driveway wearing course material shall be 3/8" wearing course gradation as specified in NHDOT Standard Specifications, Section 401.
- f. Bituminous waterway material shall be 1/2" wearing course gradation as specified in NHDOT Standard Specifications, Section 401.
- g. Temporary bituminous pavement material shall be 3/4" binder course gradation as specified in NHDOT Standard Specifications, Section 401

- h. Permanent bituminous pavement (for trench patching) shall have a minimum total thickness of four inches (4"), or match existing thickness, whichever is greater. Permanent bituminous pavement with a thickness of four inches (4") shall be installed with a base lift of 2.5" of  $\frac{3}{4}$ " binder course and a top lift of 1.5" of  $\frac{1}{2}$ " wearing course.

### **Construction Requirements**

#### **Add section 3.5**

- 3.5** Temporary bituminous pavement will not be required for all trenches and structures, but shall only be installed when so directed by the Engineer.

#### **Add section 3.6**

- 3.6** Temporary pavement shall be repaired as necessary to maintain the surface of the pavement until replaced by the permanent pavement. If points of settlement or holes appear in the temporary pavement, the Contractor shall repair the same within 24 hours without any further compensation.

#### **Add section 3.7**

- 3.7** Permanent bituminous pavement shall be installed in multiple lifts of wearing, binder and base course mixes as indicated in the Contract Drawings or directed by the Engineer to achieve the total thickness of pavement as indicated in the Contract Drawings. Permanent bituminous pavement (for trench patching) with a total thickness of four inches (4") shall be installed with a base lift of 2.5" of  $\frac{3}{4}$ " binder course and a top lift of 1.5" of  $\frac{1}{2}$ " wearing course.

### **Methods of Measurement**

#### **Add section 4.2**

- 4.2** Temporary or permanent bituminous pavement shall be measured by the square yard with the width of trench limited to that shown in the details of the plan set. The Contractor is directed to the pay limits shown on the details in the plan set.

### **Basis of Payment**

#### **Amend 5.4 to Read:**

- 5.4** The accepted quantity of temporary or permanent bituminous pavement will be paid for at the contract unit price per square yard complete. Maintenance and repair of temporary pavement under 3.6 shall be subsidiary to the item.

#### **Add section 5.5 as follows:**

- 5.5** Pavement Joint Adhesive shall be considered included in the price for hot bituminous pavement and no additional compensation will be allowed.

**Add to “Pay items and units:”**

|         |                               |    |
|---------|-------------------------------|----|
| 403.991 | Temporary Bituminous Pavement | SY |
|---------|-------------------------------|----|

**SUPPLEMENTAL SPECIFICATION**  
**AMENDMENT TO SECTION 603 – CULVERTS AND STORM DRAINS**

**Add** section 603.2.13

**2.13** Field cores into existing drain structures shall include necessary neoprene boot and hardware to install.

**Add** section 603.3.1.3.1

**3.1.3.1** Refer to design drawings for installation. Where a conflict exists between Figure 1 and the design drawings the design drawings shall govern.

**Add** section 603.3.1.3.2

**3.1.3.2** Delete subsidiary depth references from Figure 1.

**Add** section 603.3.11

**3.11** Field cores into existing structures will be neatly cut with a circular hole saw. Use of a pipe saw, sledge hammer, jack hammer or other tools which cut a crude irregular shaped hole will not be allowed. Field cores shall be large enough to receive the new pipe and neoprene boot.

**Replace** Section 4.1.1 with the following:

**4.1.1** No separate measurement will be made for elbows, bends, couplers, reducers or other methods of connection between pipes regardless of material type, size or material. This provision shall also apply to all connections whether pipe is new or existing.

**Replace** Section 4.3 with the following:

**4.3** Video inspection will be measured by the day to the nearest  $\frac{1}{2}$  day based on an 8 hour work day commencing from the actual start time on-site.

**Add** section 603.4.4

**4.4** Field cores into existing structures shall not be measured for payment except where specifically provided for in the bid. Where cores are authorized for payment they shall be measured by the number of cores completed.

**Add** section 603.4.5

**4.5** Relaying or replacement of existing pipe within a structure excavation necessary for connection to a new drainage structure shall not be measured for payment but shall

be considered incidental to the installation of a drainage structure except where specifically called out for payment.

**Amend** section 603.5.1 by **replacing** “specified in 206.4.1” in the first sentence with “required to complete the installation as indicated on the plans”

**Eliminate** section 5.1.2

**Replace** Section 5.1.3 with the following:

**5.1.3** Granular backfill, when specified or ordered, will be subsidiary.

**Delete** section 603.5.3 and **replace** with:

**5.3** “Where deficient work has been determined through video inspection, the Contractor shall absorb all costs associated with video inspection. Where work has been determined to be acceptable costs for video shall be paid at the Contract unit price per day and will include all required labor, equipment and materials.

**Add** section 603.5.3.1

**5.3.1** Where an item does not exist for video inspection payment shall be in accordance with Section 109 based on Subcontractor invoicing or Contract labor hours and equipment rates.

**Add** section 603.5.3.2

**5.3.2** No additional compensation shall be provided for video inspection where a pipe is currently in service.

**Amend** section 603.5.8.1 by **adding** “No additional compensation shall be provided where additional suitable material is located within the project work area.” after the last sentence.

**Add** section 603.5.9

**5.9** Where specifically provided for in the Contract, field cores into existing structures of the size required for the pipe installed will be paid for at the Contract unit price for each field core, complete and in place inclusive of neoprene boot and all necessary hardware.

## SUPPLEMENTAL SPECIFICATION

### AMENDMENT TO SECTION 604 – CATCH BASINS, DROP INLETS, AND MANHOLES

#### Description

**Add** the following after the last sentence of section 1.2.

“It is intended that the new manhole frame and grate shall replace an existing frame and grate that is determined to be unusable by the Engineer.”

#### Materials

**Amend** 604.2.4 to read as follows:

**2.4** All brick used for casting adjustment and invert tables shall be clay brick conforming to AASHTO M32 Grade SS. Maximum water absorption shall be 3%-4% during the five hour boil test. The use of concrete brick will not be permitted.

**Amend** 604.2.9 to read as follows:

**2.9** Prefabricated adjustment rings are not allowed.

**Add** Section 604.2.11

**2.11** Unless specifically provided for drain manhole frame/cover assembly shall be Neenah Foundry model #R-1743, catch basin frame/grate assembly shall be Neenah Foundry model #R-3570, and catch basin double frame/grate assembly shall be EJ model #0MA552000066. All catch basin frames (single and double) installed at granite curbing locations shall be 3-flanged. All catch basin frames (single and double) installed with no granite curbing shall be 4-flanged.

**Add** Section 604.2.12

**2.12** Submittals shall be required for the following items:

- a. Shop drawing submittals shall be required for each individual catch basin and manhole. The submittal for each structure shall detail the following: the concrete structure including orientation of the cone section, pipe openings in the structure, and the frame and grate or cover orientation in relation to the concrete cone section.
- b. Shop drawing submittals shall be required for all brick used to adjust castings.
- c. Shop drawing submittals shall be required for mortar used in the setting of the castings or the parging of lifting holes.
- d. Shop drawing submittals shall be required for all adhesive and sealant used in the installation of the polyethylene liners.
- e. During the work of setting each new drainage structure or reconstructing existing

structures, the Contractor shall log the as-built location (station and offset) of the center of opening at each structure (cone or top slab opening applicable). The Contractor shall submit a complete list of as-built structures, with station and offset of opening at each structure, for review and approval of the Engineer a minimum of one (1) week prior to starting paving operations.

## **Construction Requirements**

**Amend** 604.3.3 to Read:

**3.3** When remodel/reconstruct or adjustment of existing structures is specified, the frames and grates or covers shall be removed and the walls reconstructed as required. Reconstruction of the walls shall mean replacing the top section, if necessary, adding riser sections, replacing riser sections, removing riser sections, or adding/removing rows of barrel block as required to meet the proposed grades. The frames and grates or covers shall be cleaned and reset at the required elevation. Non-serviceable and non-conforming castings shall be replaced as directed.

**Amend** 604.3.3.1 to Read:

**3.3.1** The use of prefabricated adjustment rings will not be allowed.

**Add** Section 604.3.10

**4.10** New frame & grates or frame & cover and frame adjustments shall include new red clay brick (subsidiary). Existing frame shall be cleaned prior to reset. Where elevation adjustment is specified the existing brick shall be inspected for serviceability. Unserviceable adjusting brick shall be replaced.

**Add** Section 604.3.10.1

**3.10.1** Each brick for casting setting or adjustment is to be thoroughly wet just before laying and is to be completely embedded in mortar under its bottom, its side and its end at one operation. Care is to be taken to have every joint full of mortar and the outside is to be fully filled and the inside pointed. No brick work is to be laid in water and no water is to be allowed to rise on the work until it has set at least 24 hours. Do not plaster or mortar over brickwork inside the manholes.

**Add** Section 604.3.10.2

**3.10.2** Frames for manhole covers shall be set flush with finish grade. Frames for catch basins shall be set ½-inch below finish grade. The Contractor shall ensure that the frame is set at the same cross slope and profile of the road. New pavement courses shall be luted around the rim to provide a smoothly transitioned depression.

**Add** Section 604.3.11

**3.11** Structure change in type shall mean replacement of castings with the new type and construction of new brick inverts or removal of the existing inverts. Where reconstruction is

necessary (i.e. replacement of coats or flat tops and/or replacement of block or riser sections then that work shall be measured separately under its respective item number.

**Add** Section 3.12:

**3.12** Annular space between boot connector and pipe shall be grouted with non-shrink mortar.

**Add** Section 3.13:

**3.13** Inverts shall be constructed inside drain manholes and sewer manholes using brick specified in paragraph 2.4 above.

### **Method of Measurement**

**Amend** 604.4.1 to Read:

**4.1** Catch basins, drop inlets, and manholes will be measured by the number of units installed complete in place.

**Amend** 604.4.2 to Read:

**4.2.** Remodel/Reconstruction, adjusting, or change in type of catch basins, drop inlets, or manholes will be measured per structure reconstructed, adjusted, or changed type.

**Add** Section 4.6:

**4.6** Relaying or replacement of existing pipe within a structure excavation necessary for connection to a new drainage structure shall not be measured for payment but shall be considered incidental to the installation of a drainage structure except where specifically called out for payment.

**Amend** 604 - Basis of Payment: **Delete** sections and **replace** with the following:

### **Basis of Payment**

**5.1** The accepted quantities of catch basins, drop inlets, and manholes, which includes the necessary frames and grates or covers with adjustment brick, of the type and diameter specified will be paid for at the Contract unit price per unit complete in place, including common structure excavation and setting to final grade, bedding, connection to existing pipes (inclusive of necessary reset or replacement), and backfill with the following stipulations:

**5.1.1** Payment for structures indicated as "special" will be made by the complete unit of the depth shown on the plans. When an increase of 6-inches or greater is ordered from the depth shown, the unit depth will be adjusted in proportion that the constructed depth, measured to the nearest foot, bears to the depth shown on the plans. The proportion will be computed to no more than two decimal places.

**5.1.2** All rock structure excavation and any excavation of unsuitable material outside the pay limit identified on the design drawings will be paid as provided in 206.

- 5.1.3** No extra allowance will be made for structures constructed in accordance with 3.4.
  - 5.1.4** Water repellent treatment for new drainage structures will be subsidiary.
- 5.2** The accepted quantities of remodel/reconstruct, and for adjustment of catch basins, drop inlets, or manholes will be paid for at the Contract price per each complete in place, including replacing the top section, removing, replacing/adding riser sections or barrel block, reinstalling and final adjustment of frames and grates or covers with necessary brick adjustment.
  - 5.2.1** Replacement of non-conforming or damaged frames, grates, and/or rims shall be paid under their respective item numbers where provided for.
  - 5.2.2** No payment will be made for reconstructing/adjusting portions of the above structures which are unnecessarily disturbed.
  - 5.2.3** No separate payment will be made for excavation and backfill for reconstructing/adjusting the above structures.
- 5.3** The accepted quantities of structure change in type will be paid for at the Contract price per each complete in place, including construction of new brick invert or removal of the existing invert and replacement of the existing casting with new type including final adjustment of frames and grates or covers with necessary brick adjustment.
  - 5.3.1** Necessary reconstruction as described in 3.3 above will be paid under its respective unit item at contract unit prices.
  - 5.3.2** No payment will be made for portions of the above structures which are unnecessarily disturbed.
  - 5.3.3** No separate payment will be made for excavation and backfill for the above structures.
- 5.4** The accepted quantities of frames and grates or manhole covers will be paid for at the Contract unit complete in place, including setting to final grade and necessary brick adjustment (new or existing).
  - 5.4.1** Removal and disposal of existing non-conforming or damaged units shall be subsidiary to this item.
  - 5.4.2** Pavement patch shall be paid under 403.12 where castings are raised to final grade in areas that have received base/binder course of pavement. Pay limit areas shall be measured as 1-foot outside the exposed edge of the rim minus the area of the casting.
- 5.5** Testing of sewer manholes required in 3.7 will be subsidiary.
- 5.6** The accepted quantities of polyethylene liner will be paid at the Contract unit price per each installed complete in place.

## SUPPLEMENTAL SPECIFICATION

### AMENDMENT TO SECTION 618 – UNIFORMED OFFICERS AND FLAGGERS

#### Description

**Replace** Section 1.1 with the following:

- 1.1 The Town of Salem requires that Police Details be used for all traffic control. The use of Flaggers is not allowed. The work consists of coordinating with the Town of Salem Police department to ensure that adequate police details are provided for construction

**Delete** Section 1.1.1

#### Method of Measurement

**Add** the following at the beginning of 4.1

“Police Details,”

**Add** 4.1.4

- 4.1.4 Contractor shall maintain his own “slip” records of officer time for the project. Each slip shall be signed by the officer. “Slips” generated by the Police Department will not be accepted for payment. Contractor shall submit a copy of the invoice provided by the police department and the corresponding slips to the Engineer for review.

#### Basis of Payment

**Replace** section 5.1 through 5.2 with the following:

- 5.1 Payment for police details shall be made for expenses billed to the Contractor by the Police Department in the normal course of providing supervision for traffic control during construction operations.
- 5.2 Police details and police car fees, when required by the Chief of Police, shall be paid under the allowance stated in the Bid. The allowance stated in the Bid is approximate, and the actual amount to be paid may be more or less, but shall match the actual amount paid to the Police Department as authorized by the Engineer.
- 5.3 If the police detail expenses are greater than the stated allowance, the Contractor shall be reimbursed the difference in the actual costs as billed. Any unexpended amount shall remain with the Owner as a credit on the total base bid.
- 5.4 No mark-up for police details shall be allowed. Only documented police invoice amounts shall be reimbursed to the Contractor. No payment will be allowed for police details ordered but not utilized due to cancellation of work.
- 5.5 No payment will be allowed for police details ordered but not utilized due to cancellation of work crews for any reason.
- 5.6 No payment will be allowed for police details not properly cancelled according to Salem Police Department protocol.

**5.7** Police detail time for unauthorized work outside of normal business hours will result in that time being charged to the Contractor and payment shall be the sole responsibility of the Contractor with no additional expense to the Owner.

## SUPPLEMENTAL SPECIFICATION

### AMENDMENT TO SECTION 619 – MAINTENANCE OF TRAFFIC

**Add** Paragraph 619.3.1.8.2

**3.1.8.2** The contractor shall be responsible for additional provisions under 3.1.8.1 as required to make the road passable and to stabilize his work. He shall further be responsible for maintaining and protecting any area on an as-needed or as-directed basis. In the event of adverse weather where instability and erosion are present shall use any additional measures to correct the concern.

**Amend** 619.4.2 **Delete** paragraph and **replace** with:

**4.2** Portable changeable message sign will be measured as a unit month. A unit month shall consist of the sign as described, the trailer, fuel and all necessary moves as approved or directed.

**Add** Paragraph 619.4.4

**4.4** Stabilization and erosion provisions such as stone used on trenches and other areas subject to traffic and as noted under 3.1.8.2 shall not be measured for payment but shall be considered subsidiary to Item 619.

**Amend** 619.5.1 **Delete** paragraph and **replace** with:

**5.1** Maintenance of Traffic will be paid for at the contract lump sum price. Payment for this item shall be as outlined below:

- a. 33.33% paid with pay application #1.
- b. 33.33% paid with pay application #2
- c. 33.34% paid with pay application #3

If less than three pay applications are required, balance of lump sum to be paid at project completion. If schedule is lengthened, payment schedule may be altered in relation to schedule duration.

**Amend** 619.5.1.3 **Delete** paragraph and **replace** with:

**5.1.3** All costs associated with Calcium Chloride shall be considered to be included in the Maintenance of Traffic lump sum price.

**Amend** 619.5.1.4 **Delete** paragraph and **replace** with:

**5.1.4** All costs associated with permanent or temporary construction signs shall be considered to be included in the Maintenance of Traffic lump sum price.

**Amend** 619.5.2 **Delete** paragraph and **replace** with:

**5.2** All costs associated with installation and removal of temporary pavement markings shall be considered to be included in the Maintenance of Traffic lump sum price.

**Amend 619.5.6 Delete** paragraph and **replace** with:

**5.6** The accepted quantity of portable changeable message signs will be paid for at the contract price per month complete for each unit used.

**Add** section 5.7

**5.7** The unit price under this Item shall constitute full compensation for furnishing all labor, equipment and materials necessary to maintain safe and passable traffic conditions for pedestrians and vehicles at all times (day and night), as shown on the Drawings, as directed by the Engineer and as herein specified. Item shall include, but not be limited to: dust control (all methods), protection and maintenance of excavated, backfilled and graded areas; traffic signs, barricades, lights, signals, delineators, pavement markings, concrete barriers and other traffic control warning devices; and all work incidental to guiding vehicular and pedestrian traffic through the work zone in a safe and convenient manner. MUTCD standards must be followed.

## **SUPPLEMENTAL SPECIFICATION**

### **AMENDMENT TO SECTION 641 – LOAM**

#### **Amend 645.3.1.1:**

**Modify** maximum particle size to 1 inch.  
**Modify** pH values in the section to “6 to 7”  
**Modify** Organic percentage to 5% minimum and 20% maximum.  
**Modify** Percent passing No.200 sieve to “Not more than 65% and not less than 20%.

#### **Add 641.2.1.2**

**2.1.2** Loam shall be tested for conformance with Paragraph 2.1 above. Submittals shall be in accordance with Section 01300 at no additional cost to the Owner.

#### **Add 641.3.1.1**

**3.1.1** Loam shall be placed at a compacted depth sufficiently greater than noted in Paragraph 3.1 above so as to allow for settlement after placement.

**SUPPLEMENTAL SPECIFICATION**  
**SECTION 645 – EROSION CONTROL**

**Amend** 645.3.1.1:

**Delete** “in accordance with 105.02” from the first sentence.

**Amend** 645.3.2.4:

**Delete** “in accordance with 105.02” from the first sentence.

**Amend** 645.3.9.1 by **adding** the following after the first sentence:

“Maintenance of erosion control measures shall be conducted at no additional cost to the Owner.”

**Amend** 645.4.5 by **adding** the following after the last sentence:

“Regular silt fence maintenance for damaged or dilapidated sections shall not be measured for payment but be part of the unit item cost.”

**Amend** 645.5.5 by **adding** the following to the end of the sentence:

“and removed upon completion of work and establishment of vegetation.”

**SUPPLEMENTAL SPECIFICATION**

**AMENDMENT TO SECTION 646 – TURF ESTABLISHMENT**

**Add 646.3.4:**

**3.4** In addition to liability requirements stated in 644.3.7. Protection from erosion shall be included in the unit item without further compensation. Any and all erosion of loamed areas shall be repaired by the Contractor throughout the duration of the project and 2-year warranty period.

**Add 646.4.3**

**4.3** All necessary materials referenced in sections of Part 2, Materials, above shall not be measured for payment but shall be part of Turf Establishment.

**Add 646.5.4**

**5.4** All necessary materials referenced in sections of Part 2, Materials, above shall be considered to be included in Turf Establishment.

**SUPPLEMENTAL SPECIFICATION**  
**AMENDMENT TO SECTION 692 – MOBILIZATION**

**Description**

Amend section 1.1 by adding the following to the end of the first paragraph:

"No separate payment will be allowed for mobilizing for night work. Any mobilization required for night work shall be considered to be included in the Bid price."

Add section 1.2:

- 1.2. This item shall also consist of development of a preconstruction video. Two (2) copies of the video, on DVD disk, must be submitted to the Town prior to the start of construction. The video shall include all roadways to be reconstructed by this contract. The intent of this video is to document the condition of the roadway and abutting properties prior to construction.

**Basis of Payment**

Amend 692.5.1 to Read:

- 5.1 Payment for this item shall be made as outlined below:
  - (a) When five percent (5%) of the total contract amount (including all awarded alternates) is earned, the accumulated total of mobilization to be paid will be twenty-five percent (25%) of the amount bid.
  - (b) When forty percent (40%) of the total contract amount (including all awarded alternates) is earned, the accumulated total of mobilization to be paid will be fifty percent (50%) of the amount bid.
  - (c) When seventy percent (70%) of the total contract amount (including all awarded alternates) is earned, the accumulated total of mobilization to be paid will be one-hundred percent (100%) of the amount bid.

Add section 5.6:

- 5.6 Unless specifically provided, no additional payment shall be granted for mobilization as part of different Base Bid Sections or Bid Alternates when detailed and accepted as part of the Contract. The mobilization included in the Base Bid is intended to be compensation for mobilization required with or without additional Base Bid Sections and Bid Alternates.

**APPENDIX A**  
CONTRACT DRAWINGS  
(UNDER SEPARATE COVER)