

**Addendum No. 1
to the Bidding Documents**

Bid 15-24

**Chesley Hill Road Infrastructure Improvements Project
City of Rochester, New Hampshire
Chesley Hill Road, Rochester, NH**

Issued March 13, 2015

Under the provisions of Article 7 of Section 00200, Instructions to Bidders, Bidders are informed that the Bidding Documents for the above mentioned Project are modified, corrected, and/or supplemented as follows. Addendum No. 1 becomes part of the Bidding Documents.

This addendum may also be obtained from City of Rochester's website:
<http://www.rochesternh.net/purchasing>.

Acknowledge receipt of this addendum by inserting its number on Page 00410-2, Article 4.2 of the Bid form. Failure to acknowledge receipt of the Addendum may subject the Bidder to disqualification.

Items included in this Addendum

Attendance Sheet – Mandatory Pre-Bid Conference March 5, 2015

Pre-Bid Conference Questions & Responses

The following responses/clarifications are based on questions raised during the Pre-Bid Conference.

- 1. Will the City be providing the Engineer's Estimate?**
No.
- 2. Will the Contract be extended?**
An extension of the Contract is not planned at this time.
- 3. Will there be a Staging Area?**
*The City will work with the Contractor to designate a Staging Area along Chesley Hill Road.
An office/trailer will not be allowed.*

Project Manual Changes

- | | |
|---------------|--|
| Item 1 | Section 00200 – Instructions to Bidders
Revised paragraph 12.1, paragraph 19.2, paragraph 20.2, and paragraph 21.1. |
| Item 2 | Section 00410 – Form for General Bid
Revised Article 5 – Basis of Bid. |
| Item 3 | Section 00800 – Supplementary Conditions
Revised paragraph 5.04C and paragraph 5.05. |

Questions & Responses

The following responses/clarifications are based on questions raised during the bidding period.

1. Are pavement markings included in our scope of work?

No.

2. Please identify the size of the water service shown at Station 41+25 +/-.

Per information provided by the Rochester DPW, the existing domestic water service to this site is ¾" and the existing fire service to this site is 6".

PLEASE SIGN THIS SHEET AND ATTACH IT TO YOUR BID, AS IT IS NOW A PART OF THE BID.
"ADDENDUM MUST BE SIGNED OR BID WILL NOT BE ACCEPTED."

Bidder's Signature: _____ *Date:* _____

END OF ADDENDUM NO. 1

J:\R\R0301 Rochester, NH On Call\01-Chesley Hill Road\construction\Addendum #1.doc

Chesley Hill Road Infrastructure Improvements Project**Mandatory Pre-Bid Conference****Location: Rochester City Hall, Rochester, NH****Date: March 5, 2015 at 10:00 a.m.**

	Name	Company	G.C.? (yes or no)	Address	Phone & Fax	Email
1.	John Karajanis	Nelson Communication Services	Yes	354 Mill Street Center Conway, NH 03813	P: 603-662-8955	ncsjohnk@gmail.com
2.	Mike Gover	Busby Construction	Yes	71 Route 111 Atkinson, NH 03811	P: 603-898-4800	mgover@busbyconstruction.com
3.	Michael Derosiers	Brown Industrial Group, Inc.	Yes	PO Box 638 131 Little River Road Berwick, ME 03901	P: 207-698-5598 F: 207-698-1314	mike@brownindustrialgroup.com
4.	Jim Lyman	John H. Lyman and Sons Construction, Inc.	Yes	310 Hoyt Road Guilford, NH 03249	P: 603-524-4314 F: 603-524-0897	sue@lymanandsons.com
5.	Bob Schulte	SUR Construction	Yes	233 Chestnut Hill Road Rochester, NH 03867	P: 603-332-4554 F: 603-332-5189	bschulte@surconstruction.com
6.	Nancy Bartlett	Northeast Earth Mechanics	Yes	159 Barnstead Road Pittsfield, NH 03263	P: 603-435-7989 F: 603-435-7950	nancyb@neearth.com
7.	Mike Halvatzes	CSSI	Yes	513 Donald Street Bedford, NH 03110	P: 603-518-5124 F: 603-518-5127	mike@cssicontractors.com
8.						
9.						
10.						

SECTION 00200

INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. Defined Terms
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15. Opening of Bids
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17. Bids to Remain Open
18. Award of Contract
19. Contract Securities
20. Contract Insurance
21. Execution of Agreement

ARTICLE 1 DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

- 2.1 Refer to Advertisement for Bids for information on examination and procurement of documents.

- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 QUALIFICATIONS OF BIDDERS

- 3.1 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete Work within the time required, or who have previously performed similar Work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that he has the necessary ability, plant and equipment to commence the Work at the time prescribed and thereafter to prosecute and complete the Work at the rate or within the time specified. A Bid may be rejected if Bidder is already obligated for the performance of other Work which would delay the commencement, prosecution or completion of the Work.
- 3.2 Bidders shall have a minimum of 5 years' experience and shall have successfully completed projects of similar scope with the past 2 years. Submit the following information with the bid:
 - A. Summary of experience and representative projects to show compliance with the requirements listed above.
- 3.3 Bidders may be investigated by Owner to determine if they are qualified to perform the Work. All Bidders shall be prepared to submit within five days of Owner's or Engineer's request, written evidence of such information and data necessary to make this determination. The investigation of a Bidder will seek to determine whether the organization is adequate in size, is authorized to do business in the jurisdiction where the project is located, has had previous experience and whether available equipment and financial resources are adequate to assure Owner that the Work will be completed in accordance with the terms of the Agreement. Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

ARTICLE 4 EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.1 It is the responsibility of each Bidder before submitting a Bid to:
 - A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
 - B. visit the Site, become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

- D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
 - E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and 3) Bidder's safety precautions and programs;
 - F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - G. become aware of the general nature of the Work to be performed at the site that relates to the Work as indicated in the Bidding Documents;
 - H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.2 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 4.3 Subsurface and Physical Conditions
- A. The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 - 2. Those drawings known to Owner of physical conditions in or relating to existing surface and subsurface structures at the Site (except Underground Facilities).
 - B. Copies of reports and drawings referenced in paragraph 4.4.A will be made available for review at Engineer's office. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions

has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.4 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.5 Hazardous Environmental Condition

- A. The Supplementary Conditions identify those reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in paragraph 4.6.A will be made available for review at Engineer’s office. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which the Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.6 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and finishing the Work.

ARTICLE 5 PRE-BID CONFERENCE

5.1 A mandatory pre-Bid conference will be held at 10 a.m. on March 5, 2015 at the Rochester Department of Public Works, 45 Old Dover Road, Rochester, NH 03867.

Representatives of Owner and Engineer will be present to discuss the Project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 SITE AND OTHER AREAS

- 6.1 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

- 7.1 All questions about the meaning or intent of the Bidding Documents shall be submitted in writing to the Engineer via the Tighe & Bond website for bidding document distribution at <http://www.tighebond.com/Projects Out to Bid.php>. Prospective bidders must be registered users of the web site to submit questions regarding the project. In order to receive consideration, questions must be received by Engineer no later than eight days prior to the date fixed for the opening of Bids. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda to all parties recorded by Engineer as having received the Bidding Documents not later than six days prior to the date fixed for the opening of Bids. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.2 Addenda may be issued to clarify, correct or change the Bidding Documents. Such Addenda, if any, will be issued in the manner and within the time period stated in paragraph 7.1.
- 7.3 The Bidder must acknowledge receipt of each Addendum, if any, in the space provided on the Bid Form.

ARTICLE 8 CONTRACT TIME

- 8.1 The number of days within which, or the dates by which, the Work is to be:
- A. substantially completed, and/or
 - B. completed and ready for final payment are set forth in the Agreement.

ARTICLE 9 LIQUIDATED DAMAGES

- 9.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 10 SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the effective date of the Agreement. The procedure for

submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 11 PREPARATION OF BID

- 11.1 The Bid form must be completed in ink. Blank spaces in the Bid form must be filled in correctly where indicated, and the Bidder must state, both in words and numerals, the prices for which he proposes to complete each and every item of Work. Ditto marks shall not be used.
- 11.2 A Bidder shall execute his Bid as stated below.
- A. A Bid by an individual shall show his name and official address.
 - B. A Bid by a partnership must be executed in the partnership name and signed by a partner accompanied by evidence of authority to sign. His title must appear under this signature and the official address of the partnership shall be shown.
 - C. A Bid by a corporation must be executed in the corporate name by an officer of the corporation and must be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary. The state of incorporation and the official corporate address shall be shown.
 - D. All names must be printed below the signature.
- 11.3 The Bid shall contain an acknowledgment of the receipt of all Addenda in the space provided on the Bid form.
- 11.4 Postal and email addresses and telephone number to which communications regarding the Bid are to be directed shall be shown.
- 11.5 The following listed documents shall be submitted in addition to the Bid form:
- A. Bid Deposit
 - B. Certified copy of Resolution of Board of Directors
- 11.6 In order to be considered for selection, the Bidder must submit a complete bid package in accordance with these Bidding Documents. Partial Bids will not be accepted.
- 11.7 Any deviations in completion of the Bid Form and accompanying documents from the instructions provided in this Article 12 may be cause for rejection of the Bid.

ARTICLE 12 BASIS OF BID

- 12.1 Lump Sum
- A. Bidders shall submit a base Bid on a lump sum basis plus unit cost for rock excavation as set forth in the Bid form.
 - B. The award will be based on the lowest eligible base Bid.
 - C. The award will be based on either the lowest eligible base Bid or the base Bid plus Alternate 1.
 - D. Bidders shall submit a base Bid and include a separate price for the alternate described in the Bidding Documents as provided for in the Bid form. The price for

each alternate will be the amount added to the base Bid if Owner selects the alternate.

- E. Bidders shall submit unit prices for items 1A thru 1S listed in Section 00410 - Form for General Bid for any field changes that require a change to the construction documents. These unit prices are not part of the Proposed Contract Price.

12.2 Allowances

- A. The Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 13 SUBMITTAL OF BID

- 13.1 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement for Bids and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the name and address of Bidder, and shall be accompanied by the Bid deposit and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED". When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Advertisement for Bids. A mailed Bid shall be addressed to Owner at the address in the Advertisement for Bids.

ARTICLE 14 MODIFICATION OR WITHDRAWAL OF BID

14.1 Withdrawal Prior to Bid Opening

- A. A Bidder may withdraw his Bid before the time fixed for the opening of Bids by communicating his purpose in writing to Owner. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

14.2 Modification Prior to Bid Opening

- A. If a Bidder wishes to modify his Bid, he must withdraw his initial Bid in the manner specified in paragraph 15.1.A and submit a new Bid.

ARTICLE 15 OPENING OF BIDS

- 15.1 Bids will be opened as indicated in the Advertisement for Bids and publicly read aloud.
- 15.2 In order to be considered for selection, Bids must arrive at the designated location on or before the date and time specified in the Advertisement for Bids. Bidders mailing their Bids should allow for normal mail delivery time to ensure timely receipt of their Bids by Owner.
- 15.3 Bids received by mail or otherwise after the time specified for the opening of Bids will not be accepted and will be returned to the Bidder unopened.
- 15.4 No responsibility will attach to Owner, its employees or the Engineer for premature opening of a Bid not properly addressed and identified in accordance with the Bidding Documents.

ARTICLE 16 DISQUALIFICATION OF BIDDERS

- 16.1 More than one Bid for the same Work from an individual, or a firm, partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder is interested.

ARTICLE 17 BIDS TO REMAIN OPEN

- 17.1 All Bids will remain subject to acceptance for the period of time stated in the Bid form, but Owner may, in its sole discretion, release any Bid and return the Bid deposit prior to the end of this period.

ARTICLE 18 AWARD OF CONTRACT

- 18.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids.
- 18.2 Owner reserves the right to reject any Bid that, in his sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any unit price item.
- 18.3 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 18.4 If a contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to Article 17 or this Article 18.
- 18.5 Contents of the Bid of the Successful Bidder will become part of any contract awarded.

ARTICLE 19 CONTRACT SECURITIES

- 19.1 Performance and payment bonds shall be furnished by the successful Bidder. The amounts of and other requirements for performance and payment bonds are stated in Article 5 of the General Conditions. Performance and payment bonds submitted shall be posted by a recognized surety company having a place of business in New Hampshire. All performance and payment bonds signed by an agent must be accompanied by a certified copy of the authority to act. Performance Bonds and Payment Bonds shall be submitted on the forms included in Sections 00610 and 00615, respectively, of the Contract Documents. Additional requirements may be stated in the General or Supplementary Conditions.
- 19.2 Within 10 days from the date of the Notice of Award, the Successful Bidder shall deliver to Owner and Engineer, the performance and the payment bond.
- 19.3 The required contract securities will become part of the Contract Documents.

ARTICLE 20 CONTRACT INSURANCE

- 20.1 The requirements for insurance to be provided by the Successful Bidder are stated in Article 5 of the General Conditions and in the Supplementary Conditions.
- 20.2 Within 10 days from the date of the Notice of Award, the Successful Bidder shall deliver evidence of required insurance to Owner and Engineer.

20.3 The required insurance certificates will become part of the Contract Documents.

ARTICLE 21 EXECUTION OF AGREEMENT

21.1 The Owner will transmit the required number of unsigned Contract Documents to the Contractor with the Notice of Award. Within 15 days of receipt of the unsigned agreement and Contract Documents, the Contractor shall sign the Agreements and return the Contract Documents to the Owner. The Owner will return one executed Contract to the Contractor.

END OF SECTION

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SECTION 00410

FORM FOR GENERAL BID

PROJECT IDENTIFICATION:

Infrastructure Improvements – Chesley Hill Road

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
3. Bidder's Representations
4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to This Bid
8. Bid Submittal

ARTICLE 1 - BID RECIPIENT

- 1.1 This Bid is submitted to:

Purchasing Department

City of Rochester

31 Wakefield Street

Rochester, New Hampshire 03867

- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid deposit. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the Addenda, receipt of all which is hereby acknowledged.

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.1E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

- 4.1 Bidder hereby certifies under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law.
- 4.2 Bidder certifies that, under the penalties of perjury, this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- 4.3 Bidder certifies that, under penalties of perjury, there have been no substantial changes in Bidder's financial position or business organization other than those changes noted within

the application since the applicant's most recent prequalification statement and that the Bid is in all respects bona fide, fair and made without collusion or fraud with any other person.

"Person" here means any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

- 4.4 Bidder certifies that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 4.5 Bidder certifies that Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- 4.6 Bidder certifies that Bidder has not solicited or induced any individual or entity to refrain from bidding.
- 4.7 Bidder certifies that Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

- 5.1 Bidder proposes to furnish all labor and materials required for construction of the Infrastructure Improvements, Chesley Hill Road, Rochester, NH in accordance with the accompanying Bidding Documents prepared by Tighe & Bond, Inc., for the Contract Price specified below, subject to additions and deductions according to the terms of the Bidding Documents.
- 5.2 The Proposed Contract Price is to include 1,200 cubic yards of Rock Excavation. Bidder shall provide a unit Price with a minimum value of twenty-eight dollars per cubic yard as identified below in 5.4. Rock excavation will be paid on a unit price basis as part of the base Bid up to 1,200 cy and the bidder's unit price shall carry as item number 1A for any field changes that require a change to the construction documents.

Measurement for rock excavation will be on a cubic yard basis as measured in the field by the Engineer. Measurement limits for payment purposes shall be as shown on the trench details on the Drawings. Rock with earth overburden shall be stripped of earth and exposed so that the rock can be profiled prior to removal.

Payment of the Bid price for rock excavation will be full compensation for all excavation, removal, and proper off-site disposal of the material, and all labor, equipment, and

materials required for or incidental to the Work. Boulders less than one (1) cubic yard will not be paid for as part of rock excavation. Payment for rock excavation will be regardless of the depth at which it is encountered.

5.3 This Bid includes Addenda numbered _____.

5.4 The Proposed Lump Sum is _____ Dollars

(\$ _____) (words)
(figures)

PLUS

Unit Price of _____ dollars per cubic yard for 1,200 cubic yards of rock excavation =
(figures)

_____ Dollars (\$ _____)
(words) (figures)

PLUS

\$15,000 allowance for traffic control

Total Proposed Contract Price is _____ Dollars
(\$ _____) (words)
(figures)

Alternate No. 1 Add \$ _____

The following Unit Prices will be used for any field changes that require a change to the construction documents.

Item Number	Item Name and Unit Bid Prices Written in Words	Unit Bid Prices in Figures
1A	Rock Excavation, per cubic yard, the price of:	
	_____	\$ _____
1B	Clearing & Grubing, per square yard, the price of:	
	_____	\$ _____
1C	Unsuitable Material, per cubic yard the price of:	
	_____	\$ _____
1D	Processed Gravel Borrow, per cubic yard the price of:	
	_____	\$ _____

1E Gravel Borrow, per cubic yard the price of:

_____ \$ _____

1F 48" Precast Concrete Manholes, per unit the price of:

_____ \$ _____

1G Catch Basins, per unit the price of:

_____ \$ _____

1H 10" PVC Gravity Sewer, per lineal foot the price of:

_____ \$ _____

1I PVC Sewer Lateral, per lineal foot the price of:

_____ \$ _____

1J 12" HDPE Drain Pipe, per lineal foot the price of:

_____ \$ _____

1K 15" HDPE Drain Pipe, per lineal foot the price of:

_____ \$ _____

1L 18" HDPE Drain Pipe, per lineal foot the price of:

_____ \$ _____

1M 24" HDPE Drain Pipe, per lineal foot the price of:

_____ \$ _____

1N 6" Ductile Iron Pipe & Fittings, per lineal foot the price of:

_____ \$ _____

- 1O 24" Ductile Iron Pipe & Fittings, per lineal foot the price of:
- _____ \$ _____
- 1P Asbestos Cement Pipe Removal & Disposal, per lineal foot the price of:
- _____ \$ _____
- 1Q Permanent Bituminous Concrete, per square yard the price of:
- _____ \$ _____
- 1R Bituminous Concrete Reclamation, per square yard the price of:
- _____ \$ _____
- 1S Loam & Seed, per square yard the price of:
- _____ \$ _____

*Failure to fill in any or all spaces in the Bonds Required column will be construed as an entry of the word "No."

- 5.5 Bidder agrees that each of the above named Sub-Bidders will be used for the work indicated at the amount stated, unless a substitution is made. Bidder further agrees to pay the premiums for the performance and payment bonds furnished by Sub-Bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this Bid.
- 5.6 Bidder agrees, if this Bid is accepted, to promptly confer with Owner on the question of Sub-Bidders, and that Owner may substitute for any Sub-Bid listed above a Sub-Bid filed with Owner by another Sub-Bidder for the sub-trade against whose standing and ability Bidder makes no objection; and that Bidder will use all such finally selected Sub-Bidders at the amounts named in their respective Sub-Bids and be in every way as responsible for them and their work as if they had been originally named in this General Bid, the total Contract Price being adjusted to conform thereto.
- 5.7 Bidder agrees that, if this Bid is accepted, Bidder will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by Owner, execute an Agreement in accordance with the terms of this Bid and furnish a performance bond and also a labor and materials or payment bond, each of the surety company qualified to do business under the laws of the State of New Hampshire and satisfactory to Owner and each in the sum of the Contract Price, the premiums for which are to be paid by the Bidder and are included in the Contract Price; provided, however, that if there is more than one surety company, the surety companies shall be jointly and severally liable.

ARTICLE 6 - TIME OF COMPLETION

- 6.1 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times as stated in the Agreement.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.1 The following documents are attached to and made a condition of this Bid:

- A. Bid deposit in the amount of _____ dollars (\$ _____), consisting of a bid bond in the amount of five percent of the total amount of Bid.
- B. Certified copy of Resolution of Board of Directors (if Corporation)

ARTICLE 8 - BID SUBMITTAL

- 8.1 The Bid is submitted by:

Date _____

(Print Name of Firm Submitting a General Bid)

(Signature of Authorized Representative)

(Print Name of Person Signing Bid and Title)

Social Security Number or _____

Federal Identification Number: (Business Address)

(City, State and Zip Code)

Phone #: _____

Fax #: _____

If BIDDER is:

An Individual

By _____

(Individual's Signature)

(Printed or Typed Name of Individual)

Doing Business as _____

License or Registration Number: _____

Business Address: _____

Phone #: _____

Fax #: _____

A Partnership

By _____

(Firm's Name)

By _____

(Partner's Signature)

(Printed or Typed Name and Title of Partner)

License or Registration Number: _____

Business Address: _____

Phone #: _____

Fax #: _____

A Corporation

By _____
(Corporation's Name)

(State of Incorporation)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)
(CORPORATE SEAL)

Attest _____
(Secretary)

License or Registration Number: _____

Business Address: _____

Phone #: _____

Fax #: _____

A Joint Venture

By _____
(Signature)

(Printed or Typed Name)

(Address)

Phone #: _____

Fax #: _____

By _____
(Signature)

(Printed or Typed Name)

(Address)

Phone #: _____

Fax #: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

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SECTION 00800

SUPPLEMENTARY CONDITIONS

PART 1 AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

The address system used in the Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Delete paragraph 1.01A.42 in its entirety and insert the following in its place:

42. Specifications – Sections included under Division 1 through Division 16 of the Project Manual.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01B Delete paragraph 2.01B in its entirety and insert the following in its place:

2.01B Evidence of Insurance: Within 15 days from the date of the Notice of Award, Contractor shall deliver to Owner, with a copy to Engineer, certificates of insurance (and other evidence requested by Owner) which Contractor is required to purchase and maintain in accordance with the requirements of Article 5.

SC-2.02A Delete paragraph 2.02A in its entirety.

SC-2.03A Delete paragraph 2.03A in its entirety and insert the following in its place:

2.03A Contract Time will commence on the date specified in the Notice to Proceed.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01B Add the following new paragraph immediately after paragraph 3.01B:

3.01B.1 Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not

inserted, or if not correctly inserted, then upon the application of either party, the Contract Documents shall forthwith be physically amended to make such insertion.

SC-3.01C Replace paragraph 3.01C with the following paragraph:

3.01C In the event of conflicts, inconsistencies or discrepancies among the Contract Documents, to the extent applicable, the better quality or greater quantity of work shall be provided without change to the Contract Price. In the event of such conflicts, inconsistencies or discrepancies which do not relate to the quality or quantity of work, the Contractor shall request clarifications or interpretations from the Engineer as provided in Article 9.

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

SC-4.02B Add the following new paragraphs immediately after paragraph 4.02B:

4.02C In the preparation of Drawings and Specifications, Engineer has relied upon the data obtained from tests of subsurface and latent physical conditions of the site. Such data is in the form of boring logs which are included in the Project Manual. The locations of the test borings are shown on the Drawings. Such logs and samples are not part of the Contract Documents.

4.02C.1 The subsurface data are not guaranteed as to accuracy or completeness.

4.02C.2 Bidders are cautioned that the subsurface data have been utilized for general design purposes only. No explicit or implicit representation is made as to the nature of the materials which may be encountered below the surface of the ground.

4.02C.3 The making available of this subsurface data to Bidders is not intended to relieve them from their responsibility to familiarize themselves with subsurface and other site conditions.

SC-4.03B Amend paragraph 4.03B by striking out the following:

(with a copy to Contractor)

SC-4.06 Delete Paragraphs 4.06A and 4.06B in their entirety and insert the following:

- 4.06A A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to the Owner
 B. Not used.

ARTICLE 5 - BONDS AND INSURANCE

SC-5.02A Add the following at the end of paragraph 5.02A:

Surety and insurance companies shall be rated B+ or higher by A. M. Best at the time of contract award.

SC-5.03B Add the following new paragraph immediately after paragraph 5.03E:

5.03F Insurance certificate(s) shall also contain the following:

1. The General Liability policy covers the Contractor's operations or only the Work under this Contract, with project specific limits.
2. Confirmation that the General Liability policy includes XCU coverage.
3. Confirmation that automobile insurance covers all Scheduled, Hired and Non-Owned vehicles.
4. Names of all additional insureds as specified herein.

SC-5.04B Add the words "and Paragraph 5.05" after the words "Paragraph 5.04" in Paragraph 5.04B.

SC-5.04B Add the following new paragraph immediately after paragraph 5.04B6

5.04C The limits of liability for the insurance required by paragraph 5.04 shall provide project coverage for not less than the following amounts or greater where required by law:

1. Worker's Compensation and Employer's Liability as required by law.
2. Contractor's General Liability under paragraphs 5.04A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages:
 - a. General Aggregate \$2,000,000
 - b. Products/Completed Operations Aggregate \$2,000,000
 - c. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
Per project General Aggregate
3. Comprehensive Automobile Liability under paragraph 5.04A.6 of the General Conditions including all scheduled, hired and non-owned vehicles:

- a. Limits of Liability \$1,000,000 combined single limit for bodily injury and property damage.
- 4. The following shall be included on the policy and identified on the certificate as additional insureds:
 - a. Tighe & Bond, Inc.
177 Corporate Drive.
Portsmouth, NH 03801
 - b. City of Rochester
Purchasing Office
31 Wakefield Street
Rochester, NH 03867

SC-5.05 Delete paragraph 5.05 in its entirety and insert the following in its place:

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

\$2,000,000 Each Occurrence

\$3,000,000 Aggregate

SC-5.06 Delete Section 5.06 in its entirety.

SC -5.07 Delete Section 5.07 in its entirety.

SC-5.08 Delete paragraph 5.08 in its entirety.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC-6.01B Add the following new paragraph immediately after paragraph 6.01B.

6.01C Whenever Owner shall notify Contractor in writing that any person on the Work appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the consent of Owner.

SC-6.06 Delete paragraphs 6.06A and 6.06B in their entirety and insert the following in their place.

6.06A Contractor shall not employ any Subcontractor, Supplier or other person or organization, (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner may have reasonable objection. Acceptance of any Subcontractor, other person or organization by Owner shall not constitute a waiver of any right of Owner to reject defective Work.

Contractor shall not be required to employ any Subcontractor, other person or organization against whom Contractor has reasonable objection.

SC-6.06C Add the following new paragraph immediately after paragraph 6.06C.2:

6.06C.3 Owner or Engineer may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, information about amounts paid on their behalf to Contractor in accordance with Contractor's Applications for Payment.

SC-6.07B Delete paragraph 6.07B in its entirety.

SC-6.08A Delete the word "Owner" in the last sentence of Paragraph 6.08A and replace with the word "Contractor."

SC-6.17 Add the following new paragraphs immediately after paragraph 6.17E:

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of the Contractor.

SC-6.20C Add the following new paragraph immediately after paragraph 6.20.C.

6.20D If, through acts of neglect on the part of Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against Owner on account of any such damage alleged to have been sustained, Owner shall notify Contractor, who shall indemnify, defend, and save harmless Owner against any such claim.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-9. Tighe & Bond will be providing construction observations for the City of Rochester during construction.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

SC-10.05 Amend the first sentence of paragraph 10.05B by replacing “30 days” with “15 days”.

Amend the third sentence of paragraph 10.05B by replacing “60 days” with “30 days”.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

SC-11.01A.1 Delete the word “superintendents” in the second sentence after the word “limitation.”

SC-11.01 Delete paragraph 11.01A.5.c in its entirety and replace with the following:

11.01A.5.c The fair rental and operating cost of all machinery and equipment used on the extra work for the period of such use. The fair rental and operating cost for all machinery and equipment shall be based upon the most recent edition of “Rental Rate Bluebook for Construction Equipment” (the “Bluebook”), published by Equipment Watch (equipmentwatch.com), or a similar publication approved by Engineer and adjusted for regional and age adjustments as specified in the “Bluebook.” Rental periods corresponding to the overall period of use shall be used, except if a piece of equipment used on extra work is already on the job, or has previously been rented for a long period of time (months), then the long-term rental rate (monthly) shall be used in determining costs. The hourly rental rate for long-term rental equipment will be determined by the monthly rental rate divided by 176.

For the situation where equipment is on the job and available for use but cannot be used due to a delay or suspension of a portion or all of the Contract activities, a rental standby rate may be paid if the Contractor can conclusively demonstrate to the satisfaction of the Engineer that: (1) the equipment cannot be used elsewhere on the Project or demobilized and remobilized at a cost lower than the cost of standby time, (2) that the equipment cannot be put in use due to factors beyond the Contractor’s control, and (3) the equipment on standby would have been used as part of the Work that is suspended or put on hold. The standby rate will be calculated as no more than 50% of the rental rate as listed in the “Bluebook” and adjusted for regional and age adjustments. Lesser standby rates may apply if the Owner or Engineer can demonstrate that the Contractor’s standby cost is less than this rate. The standby rate will not include operating costs. A standby rate will not be paid for equipment which is being employed for portions of the Work which are still underway. A standby rate will also not be paid for equipment which is readily demobilized including construction equipment categorized as

“shop tools” or “miscellaneous” in the “Bluebook.” Standby rates for durations of less than four hours will not be considered.

SC-11.01B.1 Insert in the first sentence after the word “architects” the word “superintendents”.

SC-11.01B.5 Add the following new paragraph immediately after paragraph 11.01B.5:

11.01B.6 Costs of or rental of small tools; costs of or rental of buildings.

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

SC-13.03 Insert after the word “notice” the words “(minimum 24 hours)” in paragraph 13.03A.

SC-13.04 Insert in the first sentence of paragraph 13.04B after the word “others” the words “following prior written concurrence of Engineer to cover such work”.

SC-13.05 Add the following new paragraph immediately after paragraph 13.05A.

13.05B If Owner stops work under Paragraph 13.05, Contractor shall not be entitled to an extension of Contract Time nor to an increase in Contract Price.

SC-13.06 Add the following new paragraph immediately after Paragraph 13.06B.

13.06C At any time during the progress of the Work, Engineer shall have the right to reject any work which does not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 Insert the following sentence at the end of paragraph 14.02A.1:

The Certificate of Insurance for stored materials must list the City of Rochester as additional insureds.

SC-14.02 Delete the first sentence of paragraph 14.02A.1 and replace with the following:

14.02A.1 Engineer will, once in each month, make an estimate in writing of the total value of the work completed as of the date of the Application. Engineer shall review the Application with Contractor and Contractor shall sign the Application.

SC-14.02 Add the following new paragraph immediately after paragraph 14.02B.5.d.

14.02B.5.e Owner is required to pay Engineer additional compensation because of Contractor delays or rejection of defective Work.

SC-14.04 Delete paragraphs 14.04A through 14.04D in their entirety and insert the following in its place:

14.04A When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a Certificate of Substantial Completion. Within a reasonable time thereafter, Owner, Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If, after consultation with Owner, Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor. If, after consultation with Owner, Engineer considers and the Owner agrees that the Work is substantially complete, Engineer will prepare and deliver to Contractor, in a form approved by Owner, a Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be included in the certificate a list of items to be completed or corrected before final payment.

SC-14.05 Add the following new paragraph immediately after paragraph 14.05A.3:

14.05.A.4 Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

Paragraph 14.05.A.4 shall be renumbered to 14.05.A.5

SC-14.07 Delete paragraphs 14.07.B. and 14.07.C in their entirety and insert the following in their place:

- 14.07.B If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will indicate in writing his/her recommendation of payment and present the Application to Owner for payment. Thereupon Engineer will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall in accordance with the applicable Law, pay Contractor the amount recommended by Engineer.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

SC- 15.02 Add the following new paragraph immediately after paragraph 15.02.A.4:

- 15.02.A.5. If Contractor abandons the Work, or sublets this Contract or any part thereof, without the previous written consent of Owner, or if the Contract or any claim thereunder shall be assigned by Contractor otherwise than as herein specified.

ARTICLE 16 - DISPUTE RESOLUTION

SC-16.01 Delete paragraph 16.01 in its entirety and insert the following in its place:

- 16.01.A Subject to the provisions of paragraphs 9.08 and 10.05, Owner and Contractor may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

- 17.08 US EPA Phase II Storm Water Program

Comply with requirement of the US EPA Phase II Storm Water Program for Construction Activities Greater than 1 Acre.

END OF SECTION

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