#### NOTICE TO BIDDERS

November 3, 2016

#### ADDENDUM NO. 1

# Bid. No. 17-22 Rochester 22712/X-A002(377) Salmon Falls Road Highway Safety Improvement Program (HSIP) Project

Bidders shall acknowledge receipt of this Addendum No. 1 on page BP-12 of the Bid Proposal.

#### Item 1: Bid Date/Time

Bidders are hereby notified that no changes have been made to the bid due date and time. Bids are still due on **November 10, 2016 at 2:15 p.m.** (local time), at the City of Rochester, Purchasing Agent, 31 Wakefield Street, Rochester, NH 03867.

#### Item 2: Asphalt Cement Adjustment

Item 1010.2 – Asphalt Cement Adjustment has been added to the contract. The original Prosecution of Work, contained in *Section A - Special Conditions* of the Specifications, shall have pages POW-11 and POW-12 removed and replaced with the attached current pages POW-11 and POW-12. The original *Exhibit A - Bid Proposal*, contained in *Section B - Bid Documents* of the Specifications, should be removed and replaced with the attached current *Exhibit A - Bid Proposal*. *SPECIAL PROVISION – Asphalt Cement Adjustment and Asphalt Cement Adjustment for Emulsion*, attached, shall be added to *Section E – Technical Specification* under the category of Supplemental Specifications of the Specifications.

#### Item 3: Responses to Questions Received

Question: "Do the hydrant adjustments require lateral and/or vertical adjustments?"

*Response:* Specifics related to Item. 611.811 – Adjusting/Relocating Hydrant are as follows:

- 108+93 LT Vertical adjustment
- 113+50 LT Vertical adjustment
- 153+06 LT Relocation to 153+06, 23.0 LT (Lateral. & Vertical adjustment)

#### END OF ADDENDUM NO. 1



Review by the ENGINEER of this schedule shall have no effect on the CONTRACTOR'S responsibility to perform the work within the contract time. No permission for deviation granted shall allow the delay of Substantial Completion, unless specifically addressed by Change Order.

## Y. COMPLETION DATE(S)

Completion times for the project will be calculated as calendar days from the date specified in the "Notice to Proceed" as follows:

- 75 calendar days for Substantial Completion.
- 25 calendar days for Final Completion.

## Z. INSURANCE REQUIREMENTS

Insurance limits shall be provided by the CONTRACTOR and its subcontractors as defined in the Supplementary Conditions Section SC 5.16.

The certificate holder (City of Rochester, 31 Wakefield Street, Rochester, NH 03867), ENGINEER, and ENGINEER'S materials testing subconsultant shall be named as additional insured. Should any of the policies described above be canceled before the expiration date of the policy, the issuing company shall give the certificate holder 30 days written notice via certified mail. The expiration date of the policy shall be after the completion date of the project.

The CONTRACTOR shall provide Certificates of Insurance for all subcontractors to the OWNER prior to the subcontractor beginning work. The limits of liability insurance for subcontractors shall be the same as for the CONTRACTOR.

#### AA. FUEL AND ASPHALT ESCALATION

No provisions for fuel adjustments are included in the Contract. Item. 1010.2 – Asphalt Cement Adjustment is included in the Contract. The provisions for the use of this item must be in accord with the NHDOT provisions for this item. The fixed base price for Asphalt Cement shall be based on the published value for **October 2016**.

#### **BB. CONSTRUCTED UTILITIES MARK-UP**

The CONTRACTOR is to maintain an up-to-date running mark-up of the Contract Plans reflecting as-built utilities to support the OWNER'S location of newly constructed facilities; particularly during non-work periods. This requirement is in addition to other as-built plan requirements noted elsewhere.

### CC. PRECONSTRUCTION PHOTOGRAPHS

Preconstruction digital photographs or video of the entire construction site including all areas within the scope of work, DigSafe utility mark out, proposed detour routes, and access roads

leading to construction areas, shall be completed or recorded and provided by the CONTRACTOR to the ENGINEER one week prior to start of work. Photographs or video shall be provided digital format as approved by ENGINEER. Three copies of the digital photo log or video shall be prepared and provided one each to the OWNER, ENGINEER and CONTRACTOR.

#### **DD. RECORD PLANS**

The CONTRACTOR shall submit as-built plans on reproducible mylar and in digital format (AutoCAD) on CD to the ENGINEER upon completion of the project. As-builts shall be prepared and certified by a registered New Hampshire Land Surveyor or Professional Engineer.

**END OF SECTION** 

# EXHIBIT A BID PROPOSAL

BIDDER:		

PROJECT: Rochester 22712/X-A002(377)

Salmon Falls Road Highway Safety Improvement Program (HSIP) Project

OWNER: City of Rochester, New Hampshire

The undersigned, hereafter referred to as the BIDDER, has examined the Contract Documents prepared in connection herewith by CMA Engineers, Inc., the ENGINEER. In addition, he has examined the site and is familiar with all the conditions surrounding the Work contemplated.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sums:

# **BID SCHEDULE**

NO.	ITEM LUMP SUM OR UNIT PRICE (WC	ORDS)	UNIT	EST QTY	LUMP SUM OR UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
201.1	Clearing and Grubbing (F) and	dollars cents.	A	0.7	\$	\$
201.22	Removing Large Trees and	dollars cents.	EA	6	\$	\$
202.41	Removal of Existing Pipe 0-24" I and	dollars	LF	35	\$	\$
203.1	Common Excavation and	dollars cents.	CY	4840	\$	\$
203.2	Rock Excavation (Undetermined Locations)and	dollars cents.	CY	120	\$	\$

NO.	ITEM LUMP SUM OR UNIT PRICE (WORDS)	UNIT	EST QTY	LUMP SUM OR UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
203.4	Muck Excavation (Undetermined Locations) dollars and cents.	CY	120	\$	\$
203.6	Embankment in Place (F)dollars andcents.	CY	535	\$	\$
206.19	Common Structure Excavation Exploratory	CY	10	\$	\$
214	Fine Gradingdollars andcents.	U	1	\$	\$
304.1	Sanddollars andcents	CY	240	\$	\$
304.35	Crushed Gravel for Drives dollars and cents	CY	120	\$	\$
304.4	Crushed Stone (Fine Gradation) (F) dollars and cents	CY	1550	\$	\$
304.5	Crushed Stone (Coarse Gradation) (F) dollars and cents	CY	2900	\$	\$
403.11	Hot Bituminous Pavement, Machine Method	TON	1400	\$	\$

NO.	ITEM LUMP SUM OR UNIT PRICE (WORDS)	UNIT	EST QTY	LUMP SUM OR UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
403.12	Hot Bituminous Pavement, Hand Method dollars and cents	TON	40	\$	\$
403.6	Pavement Joint Adhesivedollars andcents	LF	4550	\$	\$
403.99T	Temporary Bituminous Pavement (Trench Patch)  dollars and cents	LF	95	\$	\$
410.22	Asphalt Emulsion for Tack Coat  dollars and cents	GAL	190	\$	\$
417	Cold Planing Bituminous Surfaces dollars and cents	SY	350	\$	\$
417.412	Rumble Strips, 12" Widedollars andcents	LF	530	\$	\$
572.1	Reconstructing Stone Wall One Stone Widedollars andcents	LF	585	\$	\$
585.3	Stone Fill, Class Cdollars andcents	CY	30	\$	\$

NO.	ITEM LUMP SUM OR UNIT PRICE (WORDS)	UNIT	EST QTY	LUMP SUM OR UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
593.421	Geotextile; Perm. Control Cl. 2, Non-Wovendollars andcents	SY	240	\$	\$
603.00215	15" R.C. Pipe, 2000D and dollars cents	LF	425	\$	\$
604.0007	Polyethylene Linersdollars andcents	EA	1	\$	\$
604.12	Catch Basin, Type Bdollars andcents	U	1	\$	\$
606.1254	Beam Guardrail (Terminal Unit Type EAGRT, TL 3) (Steel Post)  dollars and cents	U	1	\$	\$
606.127	Beam Guardrail (terminal End Unit G-2) (Steel Post) dollars and cents	U	1	\$	\$
606.18001	31" W-Beam Guardrail With 8" Offset Block (Steel Post)	LF	130	\$	\$
611.811	Adjusting/Relocating Hydrants dollars and cents	EA	3	\$	\$
611.90001	Adjusting Water Gates and Shutoffs Set by Others  dollars and cents	EA	3	\$	\$

NO.	ITEM LUMP SUM OR UNIT PRICE (WORDS)	UNIT	EST QTY	LUMP SUM OR UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
615.02	Traffic Signs Type B (F)  and dollars cents	SF	8	\$	\$
615.03	Traffic Signs Type C (F) and dollars cents	SF	118	\$	\$
615.06	Traffic Signs Type CC (F)  dollars and cents	SF	16	\$	\$
618.61	Uniformed Officer with Vehicle <u>Seven Thousand One Hundred</u> dollars  and cents	\$	1	\$ <u>7,100.00</u>	\$ <u>7,100.00</u>
618.7	Flaggers dollars and cents.	HR	1080	\$	\$
619.1	Maintenance of Traffic dollars and cents.	U	1	\$	\$
619.253	Portable Changeable Message Sign (Unit Week)  dollars and cents.	UWK	33	\$	\$
621.31	Single Delineator With Post dollars and cents.	EA	36	\$	\$
622.1	Steel Witness Markerdollars andcents.	EA	6	\$	\$

NO.	ITEM LUMP SUM OR UNIT PRICE (WORDS)	UNIT	EST QTY	LUMP SUM OR UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
628.2	Sawed Bituminous Pavement dollars and cents.	LF	220	\$	\$
632.0104	Retroreflective Paint Pave. Marking 4" Linedollars andcents.	LF	11100	\$	\$
632.3118	Retroreflect. Thermoplas. Pave.  Marking, 18" Line  dollars and cents.	LF	45	\$	\$
641	Loamdollars andcents.	CY	580	\$	\$
645.44	Temporary Slope Stabilization Type D (Wildlife Friendly)dollars andcents.	SY	1450	\$	\$
645.51	Hay Bales for Temporary Erosion Controldollars andcents.	EA	80	\$	\$
645.531	Silt Fencedollars andcents.	LF	3800	\$	\$
645.7	Storm Water Pollution Prevention Plandollars andcents.	U	1	\$	\$
645.71	Monitoring SWPPP and Erosion Sediment Controls	HR	40	\$	\$

NO.	ITEM LUMP SUM OR UNIT PRICE (WORDS)	UNIT	EST QTY	LUMP SUM OR UNIT PRICE (FIGURES)	TOTAL PRICE (FIGURES)
646.312	Turf Establishment with Mulch and Tackifiers (F)dollars andcents.	SY	5150	\$	\$
656	Project Landscaping <u>Eight Thousand</u> dollars  and <u>zero</u> cents.	\$	1	\$8,000	\$8,000
670.066	Mailbox Support Assembliesdollars andcents.	EA	5	\$	\$
692	Mobilization dollars and cents.	U	1	\$	\$
699	Miscellaneous Temporary Erosion and Sediment Control  Two Thousand Five Hundred dollars and zero cents.	\$	1	\$2,500	\$2,500
1010.2	Asphalt Cement Adjustment  Ten Thousand dollars and zero cents	\$	1	<u>\$10,000</u>	\$ <u>10,000</u>

# **Total Base Bid:**

(Figures)		
(Written)	dollars and	cents

The Bidder agrees to **add** or **deduct** work required by the Owner or Engineer for the above mentioned unit or lump sum prices (as applicable).

The undersigned, as Contractor herein referred to as singular and masculine declares as follows:

- (1) The only parties interested in the BID as Principals are named herein;
- (2) This BID is made without collusion with any other person, firm, or corporation;

- (3) He has carefully examined the site of the proposed work and is fully informed and has satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution. He has carefully read and examined the Drawings, the proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- (4) He understands the information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface or subsurface) actually encountered will be the same as those shown on the Drawings or in any other Contract Documents and he agrees that he shall not use or be entitled to use such information made available to him through the Contract Documents or otherwise obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or Engineer arising from or by reasons of any variance which may exist between the aforesaid information made available to, or otherwise obtained by, him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in the BID;
- (5) He understands that all reports of investigations and tests of subsurface physical conditions at the site and other information affecting the performance of the Work which have been relied upon by the Engineer in preparation of the Drawings and Specifications are not guaranteed as to accuracy or completeness and are not part of the Contract Drawings.
- (6) And he understands that the quantities of work tabulated in this Proposal and indicated on the Drawings and in the Specifications and other Contract Documents are approximate and are subject to increase or decrease as deemed necessary by the Engineer, and as allowed for under the Contract Documents.

The undersigned agrees that for <u>extra</u> work, if any, authorized in writing by the Engineer to be performed by him in accordance with the terms and provisions of the Agreement, he will accept compensation as stipulated in the Contract Documents in full payment for such extra work, and agrees that for <u>reductions</u> in work as directed by the Engineer, he will accept reduced compensation as stipulated in the Contract Documents.

If this Bid Proposal is accepted by the Owner, the undersigned agrees to substantially complete the work provided to be done under the Contract within the specified number of calendar days as defined in the Agreement from the date of start of the Contract (as defined in the Notice to Proceed), and accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete work on time, except as otherwise expressly provided in the Agreement.

The Bidder hereby agrees that, once opened, he will not withdraw this Bid within 90 days of Bid opening, and that if the Owner shall accept this Bid, the Bidder will duly execute the Contract and provide BONDS as provided in the Instructions to Bidders.

#### **Additional Bid Representations**

Unit prices include overhead and profit, in accordance with the General Conditions.

The OWNER reserves the right to add or delete any of the above work items.

The BIDDER agrees that the Work will be completed in accordance with the General Conditions within the specified contract time.

The Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete work within the times specified in the Agreement.

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

- A. Required Bid security
- B. Affidavit of Non-Collusion

Communications concerning this Bid shall be addressed to (the address of Bidder indicated below):			

Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.

Construction Proposal

It is proposed:

To execute the Contract and begin work within 10 days from the date specified in the "Notice to Proceed" and to prosecute said work so as to complete the Rochester 22712/X-A002(377) Salmon Falls Road Highway Safety Improvement Program (HSIP) Project and its appurtenances on or before the dates or contract duration specified in The Contract Agreement.

To furnish a Contract Bond in the amount of 100 percent of the Contract award, as security for the construction and completion of the Rochester 22712/X-A002(377) Salmon Falls Road Highway Safety Improvement Program (HSIP) Project and its appurtenances in accordance with the Plans, Specifications and Contract. The Contractor's attention is called to Section 103.05 of the NHDOT Standard Specifications for road and bridge construction which provides the following guidance: unless specifically waived in the Proposal, upon execution of the Contract, the successful Bidder shall furnish the Agency a surety bond or bonds equal to the sum of the Contract amount. The form of the bond(s) shall be acceptable to the Agency and the Bonding Company issuing the bond shall be licensed to transact business in the State of New Hampshire.

To certify that the Bidder, in accordance with the requirements of 103.06 and 108.01, intends to sublet, assign, sell, transfer or otherwise dispose of one or more portions of the work and (1) has contacted the appropriate listed disadvantaged businesses and afforded such disadvantaged businesses equal consideration with non-disadvantaged businesses for all work the Bidder currently proposes to sublet, assign, sell, transfer or otherwise dispose of, (2) may contact additional appropriate disadvantaged businesses and will afford such businesses equal consideration with non-disadvantaged businesses for all the work the Bidder in the future proposes to sublet, assign, sell, transfer or otherwise dispose of, and (3) will complete enclosed "DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT FORM" and Letters of Intent for each

disadvantaged business. The name of the person in the Bidder's organization who has been designated as the liaison officer to administer the disadvantaged business enterprise program is:
(To be completed by the Bidder)
To guarantee all of the work performed under this Contract to be done in accordance with the Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the project.
Enclosed herewith find certified check or bid bond in the amount of
dollars andcents (\$), made payable to the Owner as a proposal guarantee which it is understood will be forfeited in the event the Contract
payable to the Owner as a proposal guarantee which it is understood will be forfeited in the event the Contract is not executed, if awarded by the OWNER to the undersigned.
<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.</u>
(1). The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (1) (b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause of default. (2). Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
Contract Affidavit
I/We declare under penalty of perjury under the laws of the United States and the State of New Hampshire that, in accordance with the provisions of Title 23 USC, Section 112(c), have not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint or free competitive bidding in connection with this proposal.
Dated:
(If a firm or individual) Signature of Bidder
By
Address of Bidder

Name and address of Members of the Firm:			
(If a Partnership)			
Ву			
(SEAL) (Firm 1	Name)		
(Gener	ral Partner)		
doing business as			
Business address			
DI N			
Phone No.:			
(If a Corporation)	iddor		
Signature of B	idder		
	Title		
	Ву		
Business Ado	dress		
Incorporated under the laws of the State of			
Names of Officers:			
President	Name	Address	
Secretary_	Name	Address	
Т			
i i easurer	Name	Address	

# ADDENDA

The BIDDER acknowledges receipt of the following Addenda\*

No.	Dated	
No.	Dated	
No.	Dated _	
No.	Dated _	
No.	Dated _	
No.	Dated	

<sup>\*</sup> to be filled in as appropriate

SSD: 3/31/14, 7/30/75, 5/9/83, 12/5/84, 2/12/92, 10/19/93, 5/9/94, 1/26/95, 12/30/96, 02/24/97, 12/08/08, 4/15/09, 01/01/12, 04/16/12, 03/24/15, 01/15/16, 02/21/16

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October 15, 2016

## SPECIAL ATTENTION

# ASPHALT CEMENT ADJUSTMENT AND ASPHALT CEMENT ADJUSTMENT FOR EMULSION

Bid items involving asphalt concrete mixtures containing asphalt cement may be subject to a price adjustment. Only the asphalt portion of asphalt-rubber cement will be eligible for price adjustment. The adjustment will take effect when the monthly price for asphalt cement as furnished by the Bureau of Materials and Research differs from the base price contained in the proposal. Affected Sections and formulas are detailed below.

## The <u>base price</u>\* of asphalt cement for this Contract is \$ <u>350.00</u> per ton.

\* Source: The base price is developed from data published in the *Asphalt Weekly Monitor*, a publication from Poten and Partners, Inc. (Applies to contracts advertised after January 1, 2012.)

The <u>monthly price</u> of asphalt cement will be furnished by the Bureau of Materials and Research on the first business day following the 14th calendar day of each month.

The contract prices of bituminous materials will be paid under the respective items in the contract. The price adjustment, as provided herein, upwards or downwards, will be made at the end of each month in which the work was accomplished as follows:

# Item 403.\_\_ - Pavement (except items 403.4 & 403.6\_) and Item 411.\_\_ - Hot Bituminous Concrete Leveling Course and Plant Mix Surface Treatment

The price adjustment will be based on the percent of virgin asphalt cement stated in the Approved Mix Design containing the maximum percentage of reclaimed asphalt pavement. In the event of breakdown or unforeseen circumstances other than weather, an Approved Virgin Mix Design may be used. The price adjustment will then be based on the total percent of virgin asphalt cement in that approved design.

A contract adjustment will be made under Item 1010.2 based on; [monthly price minus the base price] X [Approved Mix Design percent of virgin asphalt cement] X [tons of pavement used].

SSD: 3/31/14, 7/30/75, 5/9/83, 12/5/84, 2/12/92, 10/19/93, 5/9/94, 1/26/95, 12/30/96, 02/24/97, 12/08/08, 4/15/09, 01/01/12, 04/16/12, 03/24/15, 01/15/16, 02/21/16

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# Item 410.72 - Chip Seal Surface Treatment Rubber Polymerized

A contract adjustment will be made under Item 1010.2 based on; [monthly price minus the base price X [asphalt factor] X [tons of AC used] where:

### Assumptions:

- Asphalt factor equals 82%
- Tons of AC used equals the total number of gallons sprayed divided by 235

# **Item 419.1** - **Bonded Wearing Course**

A contract adjustment will be made under Item 1010.2 based on; [monthly price minus the base price] X [Total AC in the BWC process percent] X [tons of BWC paved] where:

## Assumptions:

- Total AC in the BWC process equals 6% (includes the emulsion tack coat)
- Tons of BWC equals 0.0425 times the number of SYs paved (85 lbs/SY)

# Item 419.2 - AR Bonded Wearing Course

A contract adjustment will be made under Item 1010.2 based on; [monthly price minus the base price] X [Total AC in the AR BWC process percent] X [asphalt factor] X [tons of BWC paved] where:

## Assumptions:

- Total AC in the BWC process equals 6% (includes the emulsion tack coat)
- Asphalt factor equals 82%
- Tons of BWC equals 0.0425 times the number of SYs paved (85 lbs/SY)

# Emulsified Asphalt Cement [Including Items 405., 410. (excluding 410.22 & 410.72), 418.11 and 418.32]

A contract adjustment will be made under Item 1010.21 based on; [monthly price minus the base price X [percent of residual asphalt cement] X [Tons of Emulsion used].

#### Assumptions:

- Quantities are assumed to be measured at 60° F
- Volume reduction between typical delivery temperature ( $\pm$  140° F) and 60° F is 2%
- Adjustment payment assumes 62% Residual Asphalt for all grades
- 239 Gallons/Ton is the unit conversion at 60° F

Item 1010.2	Asphalt Cement Adjustment <sup>1</sup>	Dollar
Item 1010.21	Asphalt Cement Adjustment for Emulsion <sup>1</sup>	Dollar

When no item for Asphalt Cement Adjustment and/or Asphalt Cement Adjustment for Emulsion is included in the contract no adjustments will be made.

<sup>&</sup>lt;sup>1</sup> Not a bid item