

TOWN OF MERRIMACK, NH



**Contract Documents
And
Technical Specifications**

***TIMBER LANE AND FERNWOOD DRIVE
DRAINAGE IMPROVEMENTS
Storm Drainage Construction Project***

May 30, 2023

Prepared By:

Department of Public Works
Town of Merrimack, New Hampshire
6 Baboosic Lake Road
Merrimack, NH 03054

INVITATION TO BID

Town of Merrimack
Timber Lane and Fernwood Drive Drainage Improvements
Merrimack, New Hampshire

Sealed proposals for the ***“Timber Lane and Fernwood Drive Drainage Improvements,”*** Merrimack, New Hampshire, will be received at the Finance Office, Town of Merrimack, NH (“The Owner”), 6 Baboosic Lake Road, Merrimack, NH, 03054, until 2:30 p.m., Thursday, June 22, 2023. Bids received after the specified time will not be accepted.

Timber Lane and Fernwood Drive Contract will consist of installation of storm drainage piping and pre-cast concrete catch basins on Timber Road and Fernwood Drive, including reconstructing the road base per plans. Work will also include paving Timber Lane and Fernwood Drive. The road shall be hot bituminous pavement (2” base course + 1” wearing course), with loam & seed on disturbed areas.

NOTE: Maintenance of traffic and other incidental construction items shall apply throughout the project.

Plans and specifications may be viewed at the offices of:

- (1) Town of Merrimack PUBLIC WORKS Administration, 6 Baboosic Lake Road, Merrimack, NH, 03054.
- (2) The Town of Merrimack Purchasing Web Page
<https://www.merrimacknh.gov/finance-department/pages/bid-opportunities>

Copies of the plans and specifications may be obtained from the Town of Merrimack, Public Works Administration Office. Bid plans are 11”x17” PDF and 22” x 34” PDF Plans are available on the Town web site.

Bidders will not be required to furnish a bid bond. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of 100% of the Contract Price.

The Owner reserves the right to waive any informalities in any or all proposals, to reject any or all proposals, or accept any proposal submitted for the project, as deemed by the Town of Merrimack to be in its best interests based upon qualifications, experience, demonstrated ability to perform, cost and other factors deemed by the Town to bear on the successful outcome of the Contract.

INSTRUCTIONS TO BIDDERS

1. BID OPENING of this project is scheduled for 2:30 p.m., Thursday, June 22, 2023, at the Finance Office, 6 Baboosic Lake Road, Merrimack, NH, 03054. Construction is intended to start upon Notice to Proceed, and must be substantially complete by November 3, 2023 and a final completion of December 1, 2023.
2. BID ITEMS: The unit cost bid items are based on the work outlined in the Plans and Specifications as presented herein.

Prices in the Bid Proposal shall not be unbalanced. Unbalanced bids may be cause for rejection.

3. CONTRACT DOCUMENTS AND SITE OF WORK: Before submitting a proposal, the bidder shall examine carefully the Contract Documents and the site of the proposed work. He shall satisfy himself as to the character, quality, and quantities of work to be performed and materials to be furnished and shall make his own estimate of the facilities and difficulties attending the execution of the work. The submission of a proposal by a bidder shall be conclusive evidence that the bidder has complied with these requirements. Claims for additional compensation due to variations between conditions actually encountered in construction and as indicated by the plans except for payment under the specific payment items included herein, will not be allowed, unless in full conformance with the General Conditions Article 4.03
4. PREPARATION OF PROPOSAL: The bidder must submit his proposal on the Bid Proposal form included herein. The blank spaces for each item in the proposal forms shall be correctly filled in, by writing in words and numerals, in ink. The bidder must submit a price for each item in the proposal, including all bid alternates and supplemental unit prices. In case of conflict between words and numerals, **the words shall govern.** The proposal shall be executed with ink in the complete and correct name of the individual, firm, or corporation making the proposal and signed by the person or persons authorized to bind the individual, firm, or corporation. Bids by corporation shall have the corporate seal affixed.

The bidder shall properly acknowledge all addenda in the spaces provided on the proposal form and acknowledge submission of all required bid documents as shown on the proposal form.

5. ADDENDA: Bidders desiring further information, clarification, or interpretation of the plans, specifications, or other Contract Documents must make a request for such information to the Engineer, no later than one hundred and twenty (120) hours before the bid opening. Answers to such requests will be given in writing to all bidders, in addendum form, and all addenda shall then be bound with, and made a part of, the Contract Documents. No other explanation or interpretation will be considered official or binding. The Engineer will not be responsible for any other interpretations of the plans, specifications, or Contract Documents.

Should a bidder find discrepancies in or omissions from the plans, specifications, or other Contract Documents, if the bidder is in doubt as to their meaning, the bidder should at once notify the Engineer in order that a written addendum may be sent to all bidders. No addenda will be issued after seventy-two (72) hours before the opening of bids. Addenda will be mailed or delivered by fax to each Contractor contemplating the submission of a proposal on this work who has acquired plans and specifications from Town of Merrimack, Public Works Administration. The proposal as submitted by the Contractor will be so constructed as to include all addenda, issued by the Engineer prior to seventy-two (72) hours of the opening of bids.

The Town of Merrimack reserves the right to postpone the bid opening date or time, without prior notice, as it deems to be in its best interests.

6. REJECTION OF PROPOSALS: Proposals containing any omission, alteration of form, additions or conditions not called for, incomplete bids, or proposals otherwise regular that are not accompanied by acceptable proposal guaranty will be considered irregular and may be rejected. In case of any ambiguity or lack of clarity in stating the prices in the proposal, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the proposal. Unreasonable or unbalanced bid prices may be cause to reject any proposal.
7. DELIVERY OF PROPOSAL: Each completed proposal shall be placed together with the proposal guaranty, in an envelope sealed and clearly identified on the outside as a proposal to the Town of Merrimack, and including the project title and name and address of the bidder. When sent by mail, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. Proposals will not be considered unless received at the place and on or before the time designated in the Invitation to Bid.
8. WITHDRAWAL OF PROPOSALS: Any bidder, upon his written request, will be given permission to withdraw his proposal no later than the time set for the opening thereof.
9. QUALIFICATION OF BIDDER: The qualifications, experience, and demonstrated ability to complete the work on time and as specified are of importance to the Owner and will be given significant consideration in the selection of a bidder. Before being awarded the contract the bidder may be required to submit such evidence as the Owner may require establishing his financial responsibility, experience, and possession of such equipment as may be needed to prosecute the work in an expeditious, safe, and satisfactory manner.
10. DISQUALIFICATION OF BIDDERS: The following are some of the causes which may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal:
 - More than one proposal for the same work from an individual, firm, partnership, or corporation.
 - Evidence of collusion among bidders.
 - Poor performance in the execution of work under previous contracts.

- Inability to demonstrate qualifications and/or information as outlined in 10. above, or 13. Below.
- For being in arrears on existing contracts, or having defaulted on a previous contract.

The Owner reserves the right to waive any informalities in any or all proposals, to reject any or all proposals, or accept any proposal submitted for the project, as deemed by the Owner to be in its best interest based upon qualifications, experience, demonstrated ability to perform, cost, or other factors deemed by the Owner to bear on the successful outcome of the Contract.

12. **CONSIDERATION OF PROPOSALS:** For the purpose of determining a bidder for award, after the proposals are opened and read, the summation of the products of the prices will be considered the amount of the bid.

The information provided by bidders shall be evaluated to determine compliance with the requirements of the project, and other comparative favorability to the Owner. The Owner reserves the right to accept or reject any and all proposals, consider awarding the contract on the basis of any combination of bid alternates, and waive technicalities as may be considered to be in the best of the Owner.

13. **SUBMISSION OF POST BID INFORMATION:** Upon request by the Engineer, selected bidders shall within three (3) calendar days thereafter submit the following:

- a) A designation of the work to be performed by the bidder with his own forces.
- b) A list of the names of the subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the work. The bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform such portions of the work.

Prior to the award of Contract, the Owner will notify the bidder in writing if the Owner, after due investigation, has reasonable and substantial objection to any person or organization on such list. If the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the bidder may, at the bidder's option, withdraw his bid without forfeiture of bid security, notwithstanding anything to the contrary contained herein. If the bidder submits an acceptable substitute with an increase in the bid price to cover the difference in cost occasioned by such substitution, the Owner may, at its discretion, accept the increased bid price or may disqualify the bidder. Subcontractors and other persons and organizations proposed by the bidder and accepted by the Owner must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Engineer.

- c) A proposed work schedule demonstrating the Bidder's plan to complete the work in the required time frame.

14. AWARD OF CONTRACT: Only one Contract will be awarded for all the work called for in the plans and specifications.
15. RETURN OF PROPOSAL GUARANTY: The proposal guaranty accompanying the proposals, may be retained until the Contract is awarded and the successful bidder executes the Contract and furnishes the required bonds, after which all proposal guaranties will be returned to the bidders.
16. EXECUTION OF CONTRACT AND BONDS: The Contract will include all Contract Documents. Within seven (7) days after award of the Contract, the successful bidder shall execute the Contract in triplicate, and furnish the Owner with Performance and Payment Bonds each in the full amount of the Contract price executed by a surety company acceptable to the Owner. The Bonds are to be furnished as a guaranty of the faithful performance of the work and for protection of the claimants for labor and materials.
17. FAILURE TO EXECUTE CONTRACT AND BONDS: Should the bidder to whom the Contract is awarded refuse or neglect to execute the Contract and furnish the required bonds within seven (7) days after notice of award of the Contract, at the option of the Owner, the bidder's proposal shall be treated as withdrawn; and at the option of the Owner the proposal guaranty shall become the property of the Owner, not as a penalty, but as liquidated damages, or the Owner may pursue any other action allowed by law.

END OF SECTION

PROSECUTION OF WORK

The intent of this project is to reconstruct and to install a new drainage system and reconstruct the roadways on Timber Lane and Fernwood Drive as described on the plans.

Prior to installing any pipe or structures, the Contractor shall arrange to have all existing utilities located and marked in the field. In addition to calling Dig Safe, the Contractor must contact the Merrimack Village District (603-424-9241) to locate its water distribution system. The contractor must also call Merrimack Wastewater (603-883-8196) to locate its sewer lines and individual services. After all utilities have been marked in the field, the Contractor shall excavate a test pit at each location that the proposed drain/sewer crosses an existing utility. The Contractor shall measure and record the elevation and horizontal location of each utility at the proposed crossing location. The Contractor shall immediately notify the town's designated project representative in writing of any potential physical conflicts between an existing utility and the proposed drain. The Town will determine whether the utility or the drain will be relocated.

It is the Town's intent that access to properties will be maintained to the greatest extent possible. When it is not possible to provide direct access to a residence due to excavation or other operations in the immediate area, the residents shall be notified in advance and provision shall be made for them to park in a safe, accessible location as close as possible to their home. The Contractor shall provide safe access for local pedestrian traffic.

Alternating single lane traffic will be allowed during daytime hours with appropriate traffic control. The Contractor shall provide all necessary message board signs, channelizers, and flaggers to provide safe traffic complying with the MUTCD and the Contract Documents.

The project is scheduled to be constructed in part during the school year. The Contractor should make arrangements to allow safe passage of school buses including the Caring Hands Specialty Busses. It is expected that the notice to proceed will be issued on or before June 30, 2023. The substantial completion date for this project is November 3, 2023 and the final completion date is December 1, 2023. No additional time will be granted for weather related issues.

The Contractor shall provide the town with an updated schedule on a weekly basis. The Town will use the schedule information to advise the public of the project schedule through its website, E-mail and other available means.

Initial centerline layout at 50 foot stations and suitable bench marks will be provided by the Town. All layout and preservation of initial survey control is the responsibility of the Contractor.

Work shall be performed in accordance with the plans, agreement, and NHDOT Standard Specifications and Plans, latest editions. These documents can be found at the following links:

Standard Specifications (2016):

<https://www.nh.gov/dot/org/projectdevelopment/highwaydesign/specifications/index.htm>

Standard Plans:

ADDENDA

The BIDDER acknowledges receipt of the following Addendum*

No. _____ Dated

No. _____ Dated

No. _____ Dated

No. _____ Dated

No. _____ Dated

No. _____ Dated

** to be filled in as appropriate*

SUPPLEMENTAL SPECIFICATION

FAILURE TO COMPLETE ON TIME

Failure to Complete on Time. For each calendar day or work day that work remains uncompleted after the Contract Time, the sum specified below will be deducted from any money due the Contractor. This sum shall not be considered and treated as a penalty but as liquidated damages due the Town of Merrimack by reason of inconvenience to the public, added cost of engineering and supervision, and other extra expenditures of public funds due to the Contractor's failure to complete the Work on time. Any adjustment of the Contract Time for completion of the Work will be considered in the assessment of liquidated damages.

In the case of a date in the Contract being given for the completion of parts, phases, or stages, the liquidated damages will be deducted for the period in which that particular work specified is uncompleted.

Permission for the Contractor or Surety to continue and finish work after the Contract Time and approved extensions have elapsed shall not waive the Town's rights under the Contract.

The assessment of all or any of the liquidated damages that accrue may be terminated if the Town has determined that the Work is substantially complete and is in a condition for safe and convenient use by the traveling public.

The Work will be considered substantially complete when all necessary signing, striping, guardrail, and other safety appurtenances have been installed. For projects that will not be opened to the traveling public, the Contract will be considered substantially complete when it is ready for the subsequent project. This shall not be construed as a contractual right and its application will be contingent upon the Contractor's diligence in completing the remaining items of work.

Liquidated damages shall be assessed in accordance with the following schedule:

<u>Original Contract Amount</u>		<u>Daily Charge</u>	
<u>From more than</u>	<u>To and including</u>	<u>Calendar Day</u>	<u>Working Day</u>
\$ 0	\$ 100,000	\$ 390	\$ 590
100,000	750,000	590	880
750,000	2,000,000	780	1,170
2,000,000	5,000,000	1,170	1,760
5,000,000	10,000,000	1,560	2,340
10,000,000	20,000,000	1,950	2,930
20,000,000	-----	2,350	3,520

When the Contract Time is on the calendar date basis, the schedule for calendar date shall be used. When the contract time is on a working day basis, the schedule for working days shall be used.

When Acceptance has been made by the Engineer, the daily charge will no longer be assessed.

Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and the Surety shall be liable to the Town for such deficiency.

The Engineer has the right to deduct the amount of anticipated liquidated damages against the Contractor from any estimated payment for Work performed under the Contract; or to claim and recover such sums by process of law. Review of anticipated Contract completion and potential liquidated damages will commence when 80% of the original Contract time has elapsed.

SUPPLEMENTAL SPECIFICATION COOPERATION WITH UTILITIES

Utility items that are to be relocated or adjusted by the utility, others, or the Contractor will be shown in the Contract.

All utility facilities and appurtenances within the construction limits will be shown on the Plans and relocated or adjusted at the utility owner's expense, unless otherwise specified. The locations of these utilities are as provided by the utility owners and may not be exact, particularly with regard to underground installations. Contractor work procedures are to account for the inaccuracy inherent in the representation of their location. Attention is directed to the possible existence of underground facilities not known to the Town.

New Hampshire State Law, RSA 374:48-56, requires that anyone who excavates in a public way or utility easement must notify the utility damage prevention system, DIG-SAFE, at least 72 hours prior to starting work.

The Contractor shall be responsible to notify the DIG-SAFE Call Center (Tel. No. 1-888-DIG SAFE (1-888-344-7233)) at least 72 hours in advance of starting any excavation or erecting permanent construction signing. Saturdays, Sundays, and legal holidays are not to be included in the computation of the required 72-hour notice. The Contractor shall provide the Engineer with the date, time, numbers assigned, and the name of the person answering the call at the DIG-SAFE Center. Notice of intent to excavate cannot be made more than 30 days prior to actual work. All utility facilities within the proposed Work, including advance construction sign locations, should be identified and marked prior to construction. Suspension of the Work for more than 30 days at any time will require re-notification of the DIG-SAFE Center to ensure validity of markings and to protect interim utility construction.

The Contractor shall provide sufficient lead time to allow for Contractor layout of advance permanent construction signs and excavation areas prior to the start of the 72-hour period required by DIG-SAFE. The Contractor shall additionally notify municipal and privately-owned utilities to identify, locate, and mark their facilities separately from those to be located through the DIG-SAFE system. Once located and marked, the Contractor shall maintain all utility markings and provide access to any and all installations to permit repairs and maintenance of service as needed.

The Contractor shall cooperate with utility owners in the removal and rearrangement of underground or overhead utility facilities to minimize interruption to utility services and duplication of work by the utility owners. Facilities or appurtenances that are to remain in place during construction shall be accounted for and protected by the Contractor's work procedures. The fact that an underground facility is not shown on the plans shall not relieve the Contractor of its responsibility under this Section. At points where the Contractor's operations are adjacent to properties of railway, telecommunications, gas, and electric power companies, and other utilities, or are adjacent to other property where damage might result in considerable expense, loss, or inconvenience, Work shall not commence until all arrangements necessary for the protection thereof have been made. The Town will notify all utility companies, pipe line owners, or other parties affected by the Work and have all

necessary adjustments of the public or private utility fixtures and appurtenances within or adjacent to the construction limits made as soon as possible.

In the event utility services are interrupted as a result of damage within the Limits of Construction, the Contractor shall notify the appropriate utility authorities and cooperate with them until service has been restored. Work shall not commence around fire hydrants until provisions for continued service have been made and approved by the local fire authority.

Repairs to damaged utilities caused by carelessness or omissions on the part of the Contractor shall be corrected at the Contractor's expense. The damaged facilities shall be restored to a condition similar or equal to that existing before the damage occurred.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility facilities in their present or relocated positions as shown on the Plans and as evident on the site, and that no compensation will be allowed for any delays, inconvenience, or damage sustained due to any interference from such utility facilities or the operation of moving them. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified above shall be considered as included in the prices paid for the various Contract items of work and no compensation beyond the amounts provided for in the Contract will be allowed therefore. Should the Contractor desire to have any rearrangement made of any utility facility, or other improvement, for the Contractor's convenience in order to facilitate construction operations, which rearrangement is in addition to or different from, the rearrangements indicated in the Contract, the Contractor shall make whatever arrangements are necessary with the owners of such utility or other non-highway facility for such rearrangement and bear all related expenses. If utility facilities or appurtenances are found that are not noted in the Contract, the Engineer will determine whether adjustment or relocation of the utility is necessary to accommodate construction and proceed to make necessary arrangements with the utility owner or the Contractor if the work necessary is not otherwise specified. If the Contractor believes that it is entitled to compensation or a time extension based on the Engineer's determination or arrangements, then the Contractor shall proceed in accordance with the General Conditions provided herein.

SUPPLEMENTAL SPECIFICATION

COOPERATION BETWEEN CONTRACTORS

The Town reserves the right at any time to Contract for and perform other or additional work on or near the Work covered by the Contract. When separate Contracts are let within the limits of any one project or on adjacent projects, each Contractor shall conduct the Work without interfering or hindering the progress or completion of the work by other Contractors. Contractors working on the same project or adjacent projects shall cooperate with each other in a manner to serve the best interest of the State. In case of any unavoidable interference, the Engineer will determine priorities.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with the Contract and shall protect and save harmless the Town from damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange the Work and place and dispose of materials being used without interfering with operations of the other Contractors within the limits of the same project or on adjacent projects. The Work shall be coordinated with the work and sequence of other Contractors.

SUPPLEMENTAL SPECIFICATION

SECTION 206 – STRUCTURE EXCAVATION

FOR PIPES AND OTHER MINOR STRUCTURES

Add 1.2:

This work shall also include excavation of test pits at locations where the proposed drain pipe and/or structures may be in conflict with existing utilities. After utility locations have been marked in the field by their respective owners but prior to installing any pipe or structures, the contractor shall determine locations of possible conflict. The contractor shall excavate a test pit at each such location and shall measure and record both the horizontal and vertical location of the utility. If a conflict is noted it shall be reported immediately to the Public Works Director or their designee to allow the Town to resolve the conflict.

SUPPLEMENTAL SPECIFICATION

SECTION 403 – HOT BITUMINOUS PAVEMENT

Description

1.1 This work shall consist of constructing one or more courses of bituminous pavement on a prepared base as shown on the plans or as ordered. The methods may be classified as hand or machine, *or trench repair*.

1.1.1 Hand method shall include only the paving of raised islands, slopes, cattle passes, areas between rails at railroad crossings, existing sidewalks, drives, drive aprons, curb patch between concrete barrier and pavement, curb patch between granite curb and pavement, existing catch basin apron, and paving of 50 tons (45 metric tons) or less added after the completion of paving operations.

1.1.1.1 *Trench Repair method shall include the placement of a minimum of 3" of base pavement in two lifts over a prepared surface of the compacted drainage trench, the pavement depth shall match the existing pavement or have a minimum of 3 inches.*

1.1.2 Machine method shall include all paving not classified as hand method *or trench repair*.

1.2 When specified this work shall consist of constructing one or more courses of hot bituminous pavement using modifier to create higher strength.

1.3 This work shall consist of constructing bituminous pavement under nighttime operation and will be indicated in the item description. The location shall be as shown on the plan or as ordered.

Materials

2.1 Materials and their use shall conform to the requirements of 401.2.

2.2 Temporary bituminous pavement shall conform to 401, Table 1. Thickness shall be as shown on the plans or as ordered by the Engineer.

Construction Requirements

3.1 Construction requirements shall be as prescribed in 401.3.

3.2 For temporary pavement only, amend portions of 401.3.12 as follows:

3.2.1 The requirements of 401.12.1.1 shall apply except rolling may be accomplished with a dual vibrating steel drum roller.

3.2.2 Delete 401.3.12.2.

3.3 For temporary bituminous pavement only delete 401.13.7.

3.4 Temporary bituminous pavement shall be removed when no longer needed.

Methods of Measurement

4.1 Hot bituminous pavement will be measured as prescribed in 401.4, *except that Hot Bituminous Pavement, trench Repair will be measured by the square yard for material placed up to the limits shown in the plans on sheet D-1 for Typical Drainage Trench, table 2.*

4.1.1 Hot bituminous pavement, machine or hand method (night) will be measured in the same manner as 4.1. No separate measurement will be made for lighting necessary at the plant or at the site Hot Bituminous pavement transferred by the Material Transfer Vehicle (MTV) will be measured as prescribed in 401.4.

Basis of Payment

5.1 The accepted quantities of hot bituminous pavement, *machine or hand method* will be paid for at the Item Bid Price per ton (metric ton) for the bituminous mixture, complete in place. *The accepted quantities of hot bituminous pavement, trench repair will be paid for at the Item Bid Price per square yard.*

5.1.1 The accepted quantity of hot bituminous pavement, machine or hand method (night) will be paid for at the Contract unit price per ton (metric ton) complete in place.

5.1.2 No separate payment will be made for any costs of plant or project lighting, or overtime for night work needed due to night operations.

5.2 Bridge wearing course will be paid under machine method.

5.3 Hot bituminous bridge pavement, base course of the depth and additional materials specified is a final pay quantity item and will be paid for at the Contract unit price per ton (metric ton) in accordance with 109.11.

5.4 The accepted quantity of temporary bituminous pavement will be paid for at the Contract unit price per ton (metric ton) complete.

5.4.1 Removal of the temporary pavement will not be paid for under other items of the Contract but will be subsidiary.

SUPPLEMENTAL SPECIFICATION

SECTION 604.4 – RECONSTRUCTING/ADJUSTING CATCH BASINS

Add to 1.2: The work shall also consist of a field core and boot for new pipe into existing catch basin(s).

SUPPLEMENTAL SPECIFICATION

SECTION 604.51 – RECONSTRUCTING/ADJUSTING SEWER MANHOLES

- 1.1** The work shall also consist of casting concrete collars around all sewer manholes.
- 1.2** All sewer manhole frames and covers shall be changed to hinged frames and covers. Frames and covers will be provided by the Town, and installed by the contractor.

SUPPLEMENTAL SPECIFICATION

SECTION 619.1 – MAINTENANCE OF TRAFFIC & TEMPORARY TRAFFIC CONTROL PLANS

Amend 1.1 to include:

Prior to beginning the project the contractor shall present the Traffic Control Plan to the Town for authorization to proceed.

All traffic updates shall be included as part of the weekly schedule report. Upcoming anticipated temporary traffic changes shall be discussed and electronic message boards installed 2 weeks prior so that the public can be made aware of changes in traffic flow.

SUPPLEMENTAL SPECIFICATION

SECTION 645.51 – HAY BALES FOR TEMPORARY EROSION CONTROL SECTION 699 – EROSION CONTROL

Amend to 2.1 to read:

Hay mulch will not be allowed. Straw mulch may be substituted where hay is specified in the section.

Amend 2.5 to read:

Hay bales will not be allowed. Bales must be straw.

SUPPLEMENTAL SPECIFICATION

SECTION 670 – MAILBOXES

Description

1.1 This item shall consist of temporarily relocating and permanently locating mailboxes and support assemblies as necessary to provide project residents with uninterrupted mail service.

Materials

2.1 When replacement of mailbox support assemblies is required, the replacement shall be of the same material and substantially the same design (dimensions) as the existing post.

Construction Requirements

3.1 The Contractor shall temporarily relocate mailbox assemblies or furnish temporary assemblies to assure uninterrupted mail service.

3.2 At the completion of construction, the contractor shall permanently install all mailbox assemblies at a location agreeable to the homeowner and according to specifications of the U.S. Postal Service.

3.3 Where the mailbox support assembly is in poor condition at the beginning of construction, the contractor shall furnish and install a similar assembly.

Method of Measurement

4.1 Relocating and installing mailboxes and support assemblies will not be measured for payment. The work shall be considered subsidiary to the contract items.

4.2 When a support assembly is in condition that will not allow for satisfactory relocation or is damaged through no fault of the contractor, a replacement assembly will be measured for payment.

Basis of Payment

5.1 No separate payment will be made for relocating and installing mailbox support assemblies.

5.2 Mailbox support assemblies replaced as agreed by the Town shall be reimbursed at actual material cost plus a fifteen percent markup.

5.3 No payment will be made to replace mailboxes and support assemblies damaged by the contractor or his operations.

SUPPLEMENTAL SPECIFICATION

SECTION 1002 – ADJUSTING WATER MAINS AND SEWER SERVICES

Description

1.1 This item consists of relocating existing water mains and appurtenances or sewer services when physical conflicts cannot be resolved by redesign of the proposed storm drain.

Materials

2.1 All material for water main relocation shall be as specified by the Merrimack Village District.

2.2 All material for sewer service reconstruction shall be as specified by the Merrimack Wastewater Division.

Construction Requirements

3.1 All water main relocation shall be performed as specified by the Merrimack Village District.

Method of Measurement

4.1 Utilities damaged by the contractor or not in conflict with the proposed storm drain will not be measured for payment.

4.2 Utility relocation agreed to by the Town will be measured as extra work as defined in the Standard Specifications.

Basis of Payment

5.1 Utility relocation or reconstruction due to damage caused by the Contractor's operation will not be reimbursed.

5.2 Payment for utility relocation or reconstruction agreed to by the Town will be reimbursed on the basis of labor, equipment and materials cost as described in the extra work section of the Standard Specifications.

BID PROPOSAL

BIDDER:	
PROJECT:	Town of Merrimack, Timber Lane Drainage Improvements Merrimack, New Hampshire
OWNER:	Town of Merrimack, New Hampshire

NO.	ITEM	Unit	EST QTY	Unit Bid PRICE (WORDS)	Subtotal (FIGURES)
1.	Item 203.1 Common Excavation	CY	2,562	<hr/> <hr/> Dollars and _____ Cents cubic yard.	\$ _____
2.	Item 206.19 Common Structure Excavation - Exploratory	CY	426	<hr/> <hr/> Dollars and _____ Cents per cubic yard.	\$ _____
3.	Item 214 Fine Grading	U	1	<hr/> <hr/> Dollars and _____ Cents per unit.	\$ _____
4.	Item 304.2 Gravel (F)	CY	1,577	<hr/> <hr/> Dollars and _____ Cents per cubic yard.	\$ _____
5.	Item 304.3 Crushed Gravel	CY	788	<hr/> <hr/> Dollars and _____ Cents per cubic yard.	\$ _____
6.	Item 403.11 Hot Bituminous Pavement, Machine Method	Ton	804	<hr/> <hr/> Dollars and _____ Cents per Ton.	\$ _____

NO.	ITEM	Unit	EST QTY	Unit Bid PRICE (WORDS)	Subtotal (FIGURES)
7.	Item 403.12 Hot Bituminous Pavement, Hand Method	Ton	9	<hr/> <hr/> Dollars and _____ Cents per ton.	\$ _____
8.	Item 603.00315 15" RC Pipe 3000D (with Geotextile fabric)	LF	318	<hr/> <hr/> Dollars and _____ Cents per linear foot.	\$ _____
9.	Item 603.82315 15" HDPE N12 Pipe (with Geotextile fabric)	LF	1,531	<hr/> <hr/> Dollars and _____ Cents per linear foot.	\$ _____
10.	Item 604.0007 Polyethylene Liner	EA	22	<hr/> <hr/> Dollars and _____ Cents each.	\$ _____
11.	Item 604.124 Catch Basin Type B, 4 Foot Diameter	U	22	<hr/> <hr/> Dollars and _____ Cents per unit.	\$ _____
12.	Item 604.324 Drain Manhole, 4 Foot Diameter	U	2	<hr/> <hr/> Dollars and _____ Cents per unit.	\$ _____
13.	Item 604.4 Adjusting Catch Basins	LF	1	<hr/> <hr/> Dollars and _____ Cents linear foot.	\$ _____

NO.	ITEM	Unit	EST QTY	Unit Bid PRICE (WORDS)	Subtotal (FIGURES)
14.	Item 604.51 Adjusting Sewer Manholes (frames and covers to be provided by town)	LF	9	<hr/> <hr/> Dollars and _____ Cents per linear foot.	\$ _____
15.	Item 611.90001 Adjusting Water Gates and Shutoffs Set by Others	EA	0	<hr/> <hr/> Dollars and _____ Cents per each.	\$ _____
16.	Item 613.9001 Adjusting Gas Gates and Shutoffs Set by Others	EA	0	<hr/> <hr/> Dollars and _____ Cents per each.	\$ _____
17.	Item 609 Bituminous Curb	LF	3,068	<hr/> <hr/> Dollars and _____ Cents per linear foot.	\$ _____
18.	Item 615.034 Relocating Traffic Sign Type C	U	3	<hr/> <hr/> Dollars and _____ Cents per unit.	\$ _____
19.	Item 618.7 Flaggers	HR	640	<hr/> <hr/> Dollars and _____ Cents per hour.	\$ _____
20.	Item 619.1 Maintenance of Traffic Plan	U	1	<hr/> <hr/> Dollars and _____ Cents per unit.	\$ _____

NO.	ITEM	Unit	EST QTY	Unit Bid PRICE (WORDS)	Subtotal (FIGURES)
21.	Item 619.253 Portable Changeable Message Sign (2 Units Minimum)	Unit Wk	16	<hr/> <hr/> Dollars and _____ Cents per week.	\$ _____
22.	Item 628.2 Sawed Bituminous Pavement	LF	214	<hr/> <hr/> Dollars and _____ Cents per linear foot.	\$ _____
23.	Item 632.0112 Retroreflective Paint Pave. Marking, 12" Solid Line	LF	20	<hr/> <hr/> Dollars and _____ Cents per linear foot.	\$ _____
24.	Item 646.512 – Turf Establishment w/Mulch, Tackifiers and Loam (F)	SY	476	<hr/> <hr/> Dollars and _____ Cents per square yard.	\$ _____
25.	Item 670 Mailboxes/Furnishing Mailbox Support Assemblies	U	11	<hr/> <hr/> Dollars and _____ Cents per unit.	\$ _____
26.	Item 692 Mobilization	U	1	<hr/> <hr/> Dollars and _____ Cents per unit.	\$ _____
27.	Item 699 Miscellaneous Temporary Erosion and Sediment Control	U	1	<hr/> <hr/> Dollars and _____ Cents.	\$ _____

NO.	ITEM	Unit	EST QTY	Unit Bid PRICE (WORDS)	Subtotal (FIGURES)
28.	Alterations and Additions as Needed (Approved by Town Engineer)	\$	10,000	<u>Ten thousand</u> <u>Dollars and __ 0 _____</u> Cents.	\$ __ 10,000 _____

A. TOTAL BID

(Figures) \$ _____

(Written) _____ dollars and _____ cent

The Bidder agrees to add or deduct work required by the Owner or Engineer for the above Lump Sum or Unit 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, and 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 grounds 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 Documents.

- 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.
- 7) The undersigned agrees that for extra 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 reductions in work as directed by the Engineer, he will accept reduced compensation as stipulated in the Contract Documents.
- 8) 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
- 9) The Bidder hereby agrees that, once opened, he will not withdraw this Bid within 60 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 paragraph 16 of Instructions to Bidders.

Respectfully Submitted:

Company Name

By: _____
Signature

Address

Title

Date

(SEAL if Proposal is by a Corporation)

Attest