

## ADDENDUM NO. 1

**March 29, 2024**

### CITY OF ROCHESTER FY2024 PAVEMENT & HIGHWAY IMPROVEMENT PROJECT

#### BID 24-35

The following changes and information are hereby incorporated into the Contract Documents.

#### BID PROPOSAL & SCHEDULE

1. *The following is a summary of changes to the Bid Proposal & Schedule document*

- “Item 304.112 Reclaim Stabilized Base Processed in Place, 12” Deep (Includes compaction and calcium chloride addition)” was **Revised** to indicate the correct NHDOT item number of “306.112”
- **Added** “Item 306.212 Reclaim Excess Material Removal” with a quantity of 3,311 CY
- “Item 304.36 1.5” Stone for Reclaim Stabilized Base (blended in via reclaimer)” was **Revised** to indicate the correct NHDOT item number of “306.36”
- “Item 619.1 6’x50’ Traffic Loops” was **Revised** to indicate the correct NHDOT item number of “616.650”
- “Item 628.2 Maintenance of Traffic (includes flaggers)” was **Revised** to indicate the correct NHDOT item number of “619.10” as well as **Revising** the quantity from “11” to “12”
- “Item 692 Mobilization” quantity was **Revised** from “11” to “12”.

*\*See attached revised Bid Schedule*

#### NOTICE TO PROCEED AND AGREEMENT

1. *The following is a summary of changes to the Notice to Proceed and Agreement documents*

- The dates of Substantial Completion and Final Completion indicated in the Notice to Proceed are hereby **Revised** to indicate the following:

“Substantial Completion” date of September 18, 2024

“Final Completion” date of October 18, 2024

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**\* Note: A corrected Notice to Proceed will be issued by the City to the Contractor.**

- Bullet number 5 of the Agreement is hereby **Revised** to indicate the correct Bid Proposal number and date to read as follows:

5. The term "CONTRACT DOCUMENTS" means all documents contained in the 2019 Pavement & Highway Improvement Project 24-35 dated March 2024 and the following addenda.

**\*Note: A corrected Agreement will be executed by the City with the Contractor that is awarded the Contract.**

## CONTRACT DOCUMENTS AND DEFINITIONS

1. Article 11 – Commencement of Work is hereby Revised to to read as follows:

11.1 It is the intent of this contract to have the CONTRACTOR commence work within the city on or before May 15, 2024. However, the actual commencement date will be as stated in the Notice to Proceed and all 'date certain' milestones will be agreed upon at that time.

2. Clarification comment:

The signature page of the Performance Bond inadvertently was inserted between Article 30 and Article 31 of this section of the contract documents. Contractors can ignore this insertion. See attached Performance Bond for reference.

**End of Addendum No. 1**

**BID SCHEDULE**

| Item No. | Description  | Estimated Quantity | Units |   | Unit Price |   | Total Price |
|----------|--|--------------------|-------|---|------------|---|-------------|
| 1        | Uniformed Officers<br>(modified NHDOT 618.6)   | 1                  | Allow | X | \$10,000   | = | \$10,000    |
| 2        | 32" NH Standard MH<br>Castings   | 2                  | Ea    | X | \$_____    | = | \$_____     |
| 3        | Night Work Premium   | 1                  | Ea    | X | \$_____    | = | \$_____     |
| 214      | Fine Grading   | 39,475             | SY    | X | \$_____    | = | \$_____     |
| 304.32   | Crushed Gravel for<br>Shoulders  | 400                | CY    | X | \$_____    | = | \$_____     |
| 306.112  | Reclaim Stabilized Base<br>Processed in Place, 12"<br>Deep (Includes compaction<br>and calcium addition) | 39,475             | SY    | X | \$_____    | = | \$_____     |
| 306.212  | Reclaim Excess Material<br>Removal   | 3,311              | CY    | X | \$_____    | = | \$_____     |
| 306.36   | 1.5" Stone for Reclaim<br>Stabilized Base (blended in<br>via reclaimer)                                  | 250                | CY    | X | \$_____    | = | \$_____     |
| 403.11   | Bituminous Pavement,<br>machine method, 3.0" Base  | 2,350              | Tons  | X | \$_____    | = | \$_____     |
| 403.11   | Bituminous Pavement<br>Machine method, 2.5" Base   | 3,664              | Tons  | X | \$_____    | = | \$_____     |
| 403.11   | Bituminous Pavement<br>Machine method, 2.0"<br>Wearing   | 1,857              | Tons  | X | \$_____    | = | \$_____     |
| 403.11   | Bituminous Pavement,<br>machine method, 1.5"<br>Wearing  | 2,198              | Tons  | X | \$_____    | = | \$_____     |
| 403.12   | Bituminous Pavement,<br>hand work (not accessible<br>by machine)   | 245                | Tons  | X | \$_____    | = | \$_____     |
| 403.6    | Bituminous Joint Adhesive  | 21,430             | LF    | X | \$_____    | = | \$_____     |
| 410.22   | Asphalt Emulsion Used for<br>Tack Coat   | 1,387              | Gal   | X | \$_____    | = | \$_____     |

|           |   |        |       |   |          |   |          |
|-----------|---|--------|-------|---|----------|---|----------|
| 417       | Cold Plane 2.0" (City to Retain Grindings at DPW Yard)        | 2,512  | SY    | X | \$ _____ | = | \$ _____ |
| 417B      | Cold Plane Butt Joints (12" wide min. with Bobcat or similar) | 450    | LF    |   | \$ _____ | = | \$ _____ |
| 600       | Incidental Construction                                       | 1      | LS    | X | \$26,500 | = | \$26,500 |
| 603.82612 | 12" HDPE Smooth Interior, Corrugated Exterior Drainage Pipe   | 100    | LF    | X | \$ _____ | = | \$ _____ |
| 603.82615 | 15" HDPE Smooth Interior, Corrugated Exterior Drainage Pipe   | 100    | LF    | X | \$ _____ | = | \$ _____ |
| 604.4     | Adjustment of Catch Basins (mortar and brick)                 | 35     | Ea    | X | \$ _____ | = | \$ _____ |
| 604.5     | Adjustment of Manholes (mortar and brick)                     | 34     | Ea    | X | \$ _____ | = | \$ _____ |
| 611.9     | Adjustment of Gate Boxes                                      | 21     | Ea    | X | \$ _____ | = | \$ _____ |
| 616.650   | 6' x 50' Traffic Loops  | 2      | Ea    | X | \$ _____ | = | \$ _____ |
| 619.1     | Maintenance of Traffic (includes flaggers)                    | 12     | Ea    | X | \$ _____ | = | \$ _____ |
| 628.2     | Saw Cut Pavement  | 700    | LF    | X | \$ _____ | = | \$ _____ |
| 632.0104  | Retroreflective Paint Pavement Markings, 4" Lines             | 16,120 | LF    | X | \$ _____ | = | \$ _____ |
| 632.02    | Retroreflective Pavement Markings, Symbols                    | 200    | SF    | X | \$ _____ | = | \$ _____ |
| 645.51    | Turf Establishment (loam and seed and mulch)                  | 1000   | SY    | X | \$ _____ | = | \$ _____ |
| 692       | Mobilization  | 12     | Ea    | X | \$ _____ | = | \$ _____ |
| 1010.2    | Asphalt Escalation  | 1      | Allow | X | \$25,000 | = | \$25,000 |

**Total Bid:** The sum of (in words)

\_\_\_\_\_

\_\_\_\_\_

(In figures) \$ \_\_\_\_\_.

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in figures will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

**The Bidder agrees that this bid shall be good and may not be withdrawn, for a period of 60 calendar days after the scheduled closing time for receiving bids.**

Upon written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a surety bond of bonds as required by the general Conditions. The bid security attached in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) is to become the property of the OWNER in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and the additional expense to the OWNER caused thereby.

SUBMITTED ON \_\_\_\_\_, 20\_\_\_\_

Name of CONTRACTOR \_\_\_\_\_

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

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

A \_\_\_\_\_, hereinafter called  
Principal  
(Corporation, Partnership, or individual)

And

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto the City of Rochester,  
NH, 31 Wakefield St., Rochester, NH 03867 hereinafter called OWNER, in the  
penal sum of

\_\_\_\_\_ Dollars, \$(\_\_\_\_\_)

In lawful money of the United States, for the payment of which sum well and truly  
to be made, we bind ourselves, successors, and assigns, jointly and severally,  
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal  
entered into a certain contract with the OWNER, dated the \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part  
hereof for the construction of FY2024 Pavement & Highway Improvement Project.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its  
duties, all the undertakings, covenants, terms, conditions, and agreements of  
said contract during the original term thereof, and any extensions thereof which  
may be granted by the OWNER, with or without notice to the Surety and during  
the one guaranty period, and if he shall satisfy all claims and demands incurred  
under such contract, and shall fully indemnify and save harmless the OWNER  
from all costs and damages which it may suffer by reason of failure to do so, and  
shall reimburse and repay the OWNER all outlay and expense which the  
OWNER may incur in making good any default, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates  
and agrees that no change, extension of time, alteration or addition to the terms  
of the contract or to the WORK to be performed hereunder or the  
SPECIFICATIONS accompanying the same shall in any way affect its obligation  
on this BOND, and it does hereby waive notice of any such change, extension of

time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts  
(Number)

Each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

BY:

(SEAL) \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Attorney-in-fact)

ATTEST:

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If Principal is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.