



**Town of Salem NH  
Municipal Services Dept.  
Bituminous Pavement Crack Sealing**

**Sealed Bid (2017-008)**

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**SALEM PURCHASING**  
Christine Wholley, Purchasing Agent  
603-890-2090 fax 603-890-2091  
[cawholley@ci.salem.nh.us](mailto:cawholley@ci.salem.nh.us)

Leon Goodwin III, Town Manager

Prepared for and in coordination with the  
**Salem NH Municipal Services Dept.**  
Director of Municipal Services Roy Sorenson  
603-890-2154  
[rsorenson@ci.salem.nh.us](mailto:rsorenson@ci.salem.nh.us)

**REQUEST FOR PROPOSAL (RFP)**  
**BITUMINOUS PAVMENT CRACK SEALING**

The Town of Salem intends to contract a qualified company for Bituminous Pavement crack sealing of various roads in town. Proposals must be received no later than **Thursday June 8, 2017 before 1:00 p.m.** ET, to be eligible for consideration by the Town. Proposals must be submitted in a sealed envelope that is clearly marked: **Proposals for Bituminous Pavement Crack Sealing**, Attention: Christine Wholley, Purchasing Agent, and delivered to Salem, NH Town Hall, 33 Geremonty Drive, Salem, NH 03079 where all correspondence relating to this RFP, shall be date and time stamped.

Each bid shall be accompanied by a bid security in the form of a certified treasurer's or cashier's check or bid bond in the sum of five (5) percent of the Bid Price.

The subject contract duration will run from the date of execution through December 31, 2018. Year one work is anticipated to be executed and completed in the summer/fall of 2017. Work shall consist of routing and filling or sealing cracks in the pavement on various roads in Salem.

Construction supervision shall be under the general guidance of the Town of Salem Municipal Services Department. The Deputy Director of Municipal Services shall approve any and all changes, modifications or alterations to the specifications. All materials and Work shall conform to the Town of Salem Specifications and applicable sections of the State of New Hampshire Standard Specifications for Road and Bridge Construction, dated August 2010 including revisions and shall be installed using approved methods. All materials, equipment and labor shall be furnished by the Contractor to complete the job as specified. All work performed under this contract shall be guaranteed for a period of one year. The Contractor shall be responsible for promptly repairing/replacing any work which is deemed unacceptable by the Town.

## **GENERAL TERMS AND CONDITIONS**

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

Vendors must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be provided to all bidders of record.

Completed Bid proposals shall contain the following:

- Completed and executed Bid Form
- Narrative of work experience and qualifications.
- Executed Statement of Non-Collusion
- Executed Indemnification Agreement
- Completed Notice to Qualified Firms
- Completed Specifications Exception Form
- Bid security in the form of a certified treasurer's or cashier's check or bid bond in the sum of five (5) percent of the Bid Price

Prospective Bidders are encouraged to complete the No Bid Questionnaire (See Appendix F) if they choose not to bid.

**SUBMITTED BIDS/PROPOSALS:** Proposals must be submitted as directed in the Notice to Qualified Firms, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or emailed will not be accepted.

**WITHDRAWING BIDS/PROPOSALS:** Proposals may be withdrawn upon written request of the Proposer up to three (3) calendar days prior to the bid opening. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

**PROPOSAL EVALUATION:** The Town reserves the right to reject any and all proposals received in response to the proposal. A proposal may be rejected, if the Bidder:

- Fails to adhere to one or more of the provisions established in the Bid and General Terms and Conditions.
- Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.

- Fails to meet the minimum evaluation criteria specified in the Bid and General Terms and Conditions.
- Fails to submit its proposal to the required address with delivery on or before the deadline date established by the Town.
- Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- Fails to submit its cost on the enclosed bid form.
- Refuses a reasonable request for an interview.
- Refuses to provide clarification requested by the Town.

**RECEIPT AND OPENING OF PROPOSALS:** Proposals shall be received by the Town prior to the time fixed in the Request for Sealed Bids/RFP. Proposals received after the time so indicated shall be returned unopened.

**PROPOSAL RESULTS:** All sealed bids received will be considered confidential and not available for public review until after the bid opening. Results will not be given over the phone. Requests for bid results shall be submitted in writing to the Purchasing Agent. Request for Proposals will remain confidential until the Town has awarded the Contract or rejected all proposals.

**KNOWLEDGE AND EXPERIENCE:** Only Contractors experienced in the industry will be considered for the work. Contractors shall submit a concise summary demonstrating their qualifications, including a minimum of three municipal and/or utility references familiar with their work. Highlight your company's experience to provide the highest quality and effective product and reliable service and support.

References will be contacted to confirm the quality of previously completed work, suitability of Contractor operations, and responsiveness to the owner's needs.

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

- Have adequate resources to complete the project and ability to ensure performance via bonding.
- Have the necessary equipment, experience, organization, technical and professional qualifications, skills and facilities.
- Be able to comply with the proposed or required time of completion or performance schedule; and
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this bid and provide all documentation required of this bid.
- Completed at least five (5) similar projects of scope and magnitude.
- Received positive reviews from references.

The contract will be awarded to a responsive & responsible Bidder based on the qualifications and experience of the bidder, the quality of the equipment/product /materials/services to be provided and the support that the bidder offers during the duration of the supply terms. No

award will be made to any Bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully. The Owner's decision or judgment on these matters shall be final, conclusive, and binding. The Owner may make such investigations as it deems necessary, and the Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

**EXECUTION OF AGREEMENT:** The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the Town within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

**FAILURE TO EXECUTE AGREEMENT:** Failure of the successful Proposer to execute the agreement at the date and time agreed upon by the Town shall be just cause for cancellation of the award and forfeiture of all deposits.

**CONTRACT TERMINATION:** If at any time the Proposer fails to provide proper services during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice.

**FAILURE TO SUPPLY GOODS OR SERVICES:** If during the contract period the successful Proposer fails to supply the Town of Salem, New Hampshire with the equipment/service(s). The Town of Salem, will purchase this product/service(s) on the open market and the vendor will compensate the Town of Salem, New Hampshire with the difference between the bid price and the price incurred on the open market.

**RIGHT TO REJECT BIDS:** The Town reserves the right to reject any and all sealed bids, should the Town deem it to be in the best interest of the public.

**INSURANCE CERTIFICATES:** Prior to the award of this contract, the Contractor shall be required to provide a Permit and License Bond in the amount of \$5,000 which shall be in effect for the duration of the contract and warranty period.

Prior to award of this contract, the Contractor shall submit insurance certificates indicating coverage for all vehicles, public liability and property damage in the following amounts:

Comprehensive General Liability	\$ 1,000,000/\$ 3,000,000
Auto Liability: Property Damage	\$ 1,000,000/\$ 1,000,000
Personal Injury	\$ 1,000,000/\$ 3,000,000
Workmen's Compensation	as required by the State of New Hampshire

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

**DELIVERY:** Pricing so stated on the Bid Form shall be inclusive of delivery and any other shipping charge. No additional compensation shall be granted for delivery or any shipment requirement unless specifically provided for. Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices.

**OR-EQUAL:** The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

**GUARANTEES AND WARRANTIES:** All work performed under this contract shall be guaranteed for a period of one year from the date of project acceptance and issuance of final payment. The Contractor shall be responsible for promptly repairing/replacing any area which is deemed unacceptable by the Town. The Contractor shall reimburse all damages or losses due to deficient materials or workmanship.

**Warranty Bond:** The Contractor shall provide a Warranty Bond in the amount of fifteen thousand dollars (\$15,000) prior to issuance of final payment of the first year of Work. The Warranty Bond shall remain in effect for one year. The Warranty Bond shall be reissued/renewed upon completion of second year prior to final payment for an additional year.

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

### **GENERAL CONTRACT REQUIREMENTS:**

**Street Opening Permit:** The Contractor shall obtain a street opening permit from the Town of Salem Engineering Division and shall abide by all applicable conditions set forth in the Street Excavation Requirements (see Appendix D) section except as herein modified. Street opening permit fees will be waived.

**Contractor Damage Liability:** The Contractor shall be wholly liable for any damages caused by his work effort. Any and all repairs shall be complete prior to project acceptance. All cleanup and repair work will be the responsibility of the Contractor, including removal of all excavated or damaged materials.

**Police Details:** Police details shall be scheduled and paid by the Contractor. The Contractor shall coordinate and confirm work schedule with the Municipal Services Department. Prior to start of Work the Contractor shall define, as part of the Traffic Maintenance intent, use of police details. Number of details requested, placement of details, and any special instructions as may be necessary shall all be defined in the Traffic Maintenance intent and shall be reviewed by the Municipal Services Department.

When/if work is cancelled, the Contractor shall be responsible for cancelling police details in accordance with the Salem Police Department protocol. Cancelation of police details not in

accordance with Salem Police Department protocol will result in the Contractor being charged for that time without reimbursement by the Town.

Traffic Maintenance: Prior to the start of Work, the Contractor shall provide a Traffic Maintenance intent to be reviewed by the Salem Municipal Services Department. The Contractor shall supply all Traffic Maintenance in accordance to NHDOT Item 619. Safety measures including signage, barricades, cones, barrels and warning lights shall be incidental to the Work completed. Traffic control and safety measures shall be implemented prior to any construction and maintained in proper working order throughout the project. All street sweeping, cleaning, necessary erosion controls and other such needed measures shall be considered part of, and incidental to, items identified on the Bid Form.

Dig Safe: The Contractor is required to notify “Dig Safe” in accordance with local, State and Federal guidelines. All underground utilities shall be clearly marked and protected prior to any excavation.

## **SCOPE OF WORK**

This work shall consist of filling the major random, transverse and longitudinal cracks greater than 1/8 inch wide on various roadways in Salem. Cracks of this nature shall be routed, cleaned and prepped according to this specification. Not all cracks shall be routed. Pavement cracks to be sealed or routed and filled shall be as directed by the Municipal Services Department. All work shall be in accordance to this specification and applicable sections of Item 413 in NHDOT Standard Specifications for Road and Bridge Construction, August, 2010 except as herein modified.

A road list in order of precedence is attached hereto. It is not expected that all roads will be completed. Total work completed shall be a function of annual allocated budget.

**MATERIALS:** Material shall be of the hot-poured type and be in accordance with NHDOT specifications and in accordance with the requirements of AASHTO M324 (ASTM D6690) Type II.

**EQUIPMENT:** Equipment shall meet the approval of the Engineer and shall be maintained in good working condition at all times.

Air compressors shall be portable and capable of furnishing not less than 100 c.f. of air per minute at not less than 90 psi pressure at the nozzle. The compressor shall be equipped with traps that maintain the compressed air free from oil and water. Filters shall be inspected daily to ensure that they are still effective and not saturated with oil and moisture. Saturated and/or damaged filters shall be replaced.

Melting kettles shall be of the double-boiler, indirect-fired, portable type. The kettle shall be equipped with a metal shield beneath the firebox to protect the pavement below it. The space between the inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 530-degrees Fahrenheit. The kettle shall be equipped with a satisfactory means for agitating the joint sealer to maintain a uniform temperature. This may be accomplished by continuous stirring with mechanically operated paddles or by a continuous circulating gear pump attached to the heating unit, or by both paddles and a pump. Kettles equipped with rocking type agitation shall not be used. The kettle shall be equipped with a thermostatic control capable of maintaining a temperature range for the sealant as specified by the manufacturer.

Hand pouring pots shall be equipped with mobile carriages and rubber shoes and have flow control valves that allow all cracks to be filled to refusal.

Routers for reshaping cracks shall be of the multi-blade rotary cutter head type capable of a cut width of 3/8" minimum and 2" maximum. Equipment shall be able to efficiently produce neat and precise cuts at a rapid and constant speed at all times.

Hot-air lances for blowing clean and drying cracks shall be an approved propane gas burner and compressed air device that does not allow the flame to touch the pavement.

The wand applicator shall be connected to the holding tank through an applicator hose that ensures the safety of the operator and allows the operator to control the flow of material. A device shall be mounted to bypass material into the holding tank if the applicator nozzle is shut off. The application wand shall be equipped with a shoe, which will allow material to fill the cracks from the bottom up, and leave an overband on the surface.

A squeegee shall be used to form proper overbanding on cracks where use of the shoe on the wand applicator is not possible or is impractical. The Contractor shall coordinate acceptable practices with the Engineer prior to the start of Work.

**CONSTRUCTION REQUIREMENTS:** In general, all major random, working, transverse and longitudinal cracks greater than 1/8" up to 3/4" wide shall be shaped with a power router to a dimension of 3/4" wide by 5/8" deep rectangular shape and treated unless otherwise directed. Cracks greater than 3/4" shall be treated but not routed. Cracks greater than 1.5" shall be sealed with a mastic type sealer containing aggregate which has bearing capacity properties. No additional compensation shall be granted for mastic sealers containing aggregate.

Router bits will be maintained to ensure that rectangular dimensions are achieved. A rounded shape will not be allowed. Cutting heads will be frequently inspected for serviceability. Damaged and/or excessively worn heads shall be immediately replaced.

No hot-air lance cleaning or crack sealing shall be performed when the pavement and cracks are wet or the ambient temperature is below 50-degrees Fahrenheit.

**Preparation:** All cracks ordered treated shall be hot-air lance cleaned of dirt, foreign material, and loose edges.

The material removed from the cracks shall be removed from the roadway surface prior to reopening the roadway to traffic.

The hot-poured sealant shall be maintained in the kettle and applied at the temperature range specified by the manufacturer. The Contractor shall furnish the Engineer with copies of the manufacturer's literature indicating the application temperature range. See Kettle Temperature Operating Protocol below to establish proper temperatures.

**Application:** The hot-poured sealant shall be applied to the cracks using wand applicators within 2 minutes following hot-air lance cleaning. Sealer shall be delivered to the pavement with a pressure hose line and applicator shoe at the temperature specified by the product manufacturer. Overbanding shall not be wider than 3" and shall be 3/32" (0.1") thick.

Material shall not be allowed to sit idle in the wand for longer than thirty (30) seconds in order to maintain proper product application temperature. Material shall be recirculated back into the kettle where the idle time exceeds the 30 second threshold.

Sealant shall tightly bond to the pavement. The sealant bond to the pavement shall be checked after it has sufficiently cooled. If the sealant does not bond to the pavement, sealant shall be removed and crack sealing operations discontinued until debonding problem is corrected.

Sealant shall not be applied on-top of existing sealant except as directed where the existing sealant has been determined to be unserviceable.

The contents of the kettle shall be emptied at the end of each day and shall not be reused.

All work shall be performed in a neat manner. The sealant shall be allowed to cool sufficiently to prevent lifting, sticking, and tracking prior to returning the pavement segment to traffic. Use of 'Black Beauty' or similar product may be necessary in those areas where adequate cooling time is not possible due immediate traffic needs. Use of the product is expected to be infrequent. An example of an immediate need would be in locations such as intersections or main roadways. Use of 'Black Beauty' or any other product necessary to accommodate immediate traffic needs shall be incidental to the Contract.

**Test Strip:** Prior to the start of Work, the Contractor shall be required to conduct test strips such that application methods are demonstrated for acceptability. Typical points of concern are:

- Application on steep slopes – Sealer cannot be allowed to run out of the crack.
- Overbanding technique – Be able to demonstrate consistent width of 3" and depth of 0.1"
- Complete crack fill – recessed material will not be acceptable. Consider two-step filling technique.
- Routing techniques – Demonstrate proper routing.
- Joint preparation – Demonstrate cleaning and hot air lance techniques.
- Cooling time – Based on the approved product to be used demonstrate adequate cooling time necessary to allow traffic to pass. It is understood that there will be variations in pavement and air temperatures. This information shall be used to determine the length and duration of a lane closure, traffic management, police detail utilization, and use of 'Black Beauty' in specific areas.

### **Kettle Temperature Operating Protocol**

Heating of sealant materials in preparation for installation is one of the critical steps to ensure good quality sealant treatments. Operating temperatures shall be governed by the sealant manufacturer recommendations. This section defines a protocol to be followed in order to determine time necessary to bring the kettle to operating temperature. This procedure shall be followed at the start of the project and any time a different kettle is used for work. It is only necessary to calibrate operating start up time once for each kettle that may be used. The procedure shall be overseen by the Salem Municipal Services Department.

The kettle calibration procedures are outlined below:

1. Fill the kettle to three-quarters full position with a typical material used in the installation.
2. Start recording temperatures every 10 min using the kettle's control panel.
3. Using a long probe with calibrated thermocouples at the tip, record temperature every 10 min. starting 30 min. after the placement of blocks.
4. After the control panel reaches the recommended temperature, take a sample from the kettle in a small quart container. Immediately measure the temperature inside the can using a small probe calibrated thermocouple. Continue taking samples at every 10 min.

until the temperature in the can and inside the kettle reach the recommended temperatures.

5. Record the time ( $\pm 10$  minutes) when recommended temperature is reached after placing the sealant in the kettle. This would be the safe starting time for installation.
6. Compare the readings from external probes and kettle's control panel reading after the equilibrium is reached. Calculate a correction factor to adjust kettle's control panel reading to external readings taken by calibrated thermocouples.

Once the calibration procedure has been established sealant installation shall not start prior to the established time required for proper operating temperature. After work has begun, the temperature shall be constantly monitored and should be adjusted as frequent as is necessary using kettle control panel to avoid overheating. It is possible that new sealant blocks be added to the kettle during the installation to regularize temperature control and reduce overheating. The kettle should be at least three-quarters full at all times. All temperature readings shall be recorded as the operations proceeds at 30-minute intervals. A sample temperature log is presented in Appendix C and can be used for the calibration as well as during the progress of Work.

**PAYMENT:** Bituminous Pavement Crack Sealing will be measured by the Linear Foot of material properly installed. The Town will measure completed Work. Measurement will be completed jointly with the Contractor, if desired by the Contractor. If the Contractor chooses not to participate in joint measurement, the Contractor shall accept the Town's measurement for payment as final.

Sloppy work or work completed outside of this specification's requirements or work completed against the direction of the Salem Municipal Services Department shall not be paid.

Unit prices shall be inclusive of all materials, labor, equipment, cleanup, disposal, transport and complete compliance with all specifications. Routing, hot air lancing, use of Black Beauty (or other blotting media), and all other aspects of the item shall be considered part of, and incidental to, the Bituminous Pavement Crack Sealing item. Unit prices shall also be inclusive of all other costs including but not limited to mobilization, profit and overhead, insurance and bonding fees, fuel adjustments and other such costs that are not specifically identified in the Bid Form. Assignment of Work is contingent upon the availability of appropriated funds.

## Crack Sealing Examples



Fatigue



Significant Alligator



Edge Cracking

Examples of cracking which are not candidates for crack seal application. Crack sealing at these locations shall not be paid unless sealing was specifically requested.



Transverse & Reflective Cracking



Block Cracking



Longitudinal Cracking

Examples of cracking which are candidates for crack sealing application and payment



Underfilling



Recessed filling



Poor Overbanding

Examples of poor crack sealing. Poor crack sealing activities shall not be paid. Methods to be immediately adjusted before continuation of work

## **BID FORM**

ITEM	DESCRIPTION	BID
1.	Bituminous Pavement Crack Sealing	\$_____ / L.F.
2.	Police Details	\$25,000 (Annual Allowance)
TOTAL BID (ASSUMES 150,000 – 200,000 LF)		\$_____

**NOTES:**

1. All Bid Items are of an indeterminate quantity on roads identified in the attached Road List (Appendix A).
2. The attached Road List is arranged in order of priority. It is not expected that the entire list will be completed in the first year of the Contract.
3. Total Bid assumes approximately 30 miles of crack seal per year.
4. The project does not offer an asphalt cement adjustment (NHDOT Item 1010.2) however; the Owner and/or the Contractor shall be afforded the opportunity to renegotiate unit cost if the cost of asphalt cement varies more than ten percent (10%) between the bid date and June 1, 2018.
  - a. This clause does not apply to the first year work.
  - b. In the case of unit price renegotiation the Owner shall reserve the right to terminate the contract if a mutually agreed unit cost is not possible.
  - c. This clause solely applies to the price of asphalt cement according to the current (as of June 1, 2018) NHDOT Special Attention for Asphalt Cement Adjustment and Asphalt Cement Adjustment for Emulsion and does not apply to any other aspect of work.
  - d. Determination of price variation shall be governed by the cost of asphalt according to the current NHDOT Special Attention for Asphalt Cement Adjustment and Asphalt Cement Adjustment for Emulsion at the time the Contract has been executed by the Owner.

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Name of Entity submitting qualifications, whether individual partnership, corporation, joint venture or other business or legal entity.

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Type of Entity

By \_\_\_\_\_  
Authorized Signature of Entity submitting qualifications

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Address

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Submitter's duly authorized position, office or title

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Phone

---

Date

### **NON-COLLUSION STATEMENT**

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Title \_\_\_\_\_

Signature\_\_\_\_\_

Company\_\_\_\_\_

### **INDEMNIFICATION AGREEMENT**

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Salem, NH, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the forgoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

- Company \_\_\_\_\_
- Taxpayer Identification Number \_\_\_\_\_
- Authorized Signature \_\_\_\_\_
- Contact Phone \_\_\_\_\_
- Address \_\_\_\_\_
- Date \_\_\_\_\_

## **Notice To Qualified Firms**

**\*Do not alter bid documents in any way.**

**\*All bid documents must be filled out to be considered.**

If you wish to offer comments, additional information or alternate bids, please do below or on a separate sheet and attach it to the bid sheet.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The purpose of the attached specifications is to define minimum requirements only. They are not meant to be restrictive. All manufacturers meeting or surpassing these minimum specifications are invited to submit a bid/proposal.

**For questions or clarification on specifications please contact**

Capital Projects Engineer, James Danis (603)890-2038 or [jdanis@ci.salem.nh.us](mailto:jdanis@ci.salem.nh.us)

The Town of Salem reserves the right to reject any and all sealed bids/proposals that it deems non-conforming to the specifications enclosed. All information must be filled out correctly for consideration.

**DO NOT FAX BIDS, THEY WILL NOT BE ACCEPTED.**

## **Specifications Exception Form**

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Salem to ferret out information concerning the materials, which you intend to furnish.

If your bid/proposal does not meet all our specifications you must state it in the space provided below.

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Bids/proposals not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above or in space provided, the Town of Salem may reject your bid as being unresponsive.

Signed\_\_\_\_\_  
I DO meet specifications

Signed\_\_\_\_\_  
I DO NOT meet specifications as listed in this bid, exceptions are in space provided.

Failure to submit this form with your Bid/Proposal response may result in your Bid/Proposal being rejected as unresponsive.

## Appendix A

### Road List

## 2017 CRACK SEAL LIST

Note 1: Roads are arranged in order of precedence.

Note 2: S. Broadway work is subject to change.

Note 3: S. Broadway work if completed shall be coordinated during times of minimal traffic

<u>Street Name</u>	<u>From Segment</u>	<u>To Segment</u>	<u>Length (ft)</u>	<u>PCI</u>
E Broadway	Zion Hill Rd	Nathans Way	3,614	76
E Broadway	Nathans Way	N Main St	2,564	89
Pleasant St	Main St	200' S of Main St	200	76
S Broadway (NB)	1100' N Of Veterans Memori	Veterans Memorial	1,132	77
S Broadway (SB)	1100' N of Verterans Memorial Pky	Veterans Memorial Dr	1,139	77
S Broadway	874' S Of Main St	1100' N of Verterans Memorial Pky	3,278	78
S Broadway	Main St	874' S Of Main St	874	80
S Broadway (NB)	Veterans Memorial Dr	300' S Of Cluff Crossing	1,809	80
S Broadway (SB)	Veterrans Memorial Dr	300' S Of Cluff Crossing	1,784	80
S Broadway (NB)	Kelly Rd	Pattee Rd	1,953	85
S Broadway (SB)	Kelly Rd	Pattee Rd	1,953	85
S Broadway (NB)	Hillcrest Rd	Methuen Town Line	1,624	87
S Broadway (SB)	Hillcrest Rd	Methuen Town Line	1,624	87
Shore Dr	Anderson Ave	Warren Ave	1,637	77
Shore Dr	Henry Taylor St (N)	75' N Of Griffin St	3,460	87
Shore Dr	Mary Ann Ave	Anderson Ave	3,167	87
Shore Dr	Warren Ave	Ford Ave	545	87
Shore Dr	Griffin St	770' N Of Gulliver Av	2,565	88
Shore Dr	770' N Of Gulliver Av	Mary Ann Ave	1,143	88
Shore Dr	Ford Ave	Clark Av	915	88
Shore Dr	Clark Av	Cove Rd	1,144	88
Delaware Dr	Lowell Rd	Cul De Sac Loop	1,162	78
Lawrence Rd	Cluff Rd	Butler St	4,066	85
Lawrence Rd	Veterans Memorial Pky	Cluff Rd	3,153	86
Lawrence Rd	Main St	Veterans Memorial Pky	3,702	87
Veterans Memorial Pky	365' E Of S Broadway	Lawrence Rd	5,070	85
Veterans Memorial Pky	S Broadway	365' E Of S Broadway	365	87
Veterans Memorial Pky 2 (WB)	Veterans Memorial Pky	S Broadway	328	87
Geremonty Dr	200' S of Main St	Veterans Memorial Pky	3,232	86
N Main St	Mill Pond Rd	Ermer Rd	3,319	86
N Main St	Duston Rd	Independence Dr	3,512	88
N Main St	Ermer Rd	Haverhill Rd	2,211	87
Cross St	Rt 93 Bridge Deck (S)	Methuen Town Line	5,121	86
Brady Ave	Lowell Rd	Pelham Rd	4,547	87
Castle Ridge Rd	Cluff Rd	Braemoor Woods Rd	1,345	87
Kelly Rd	S Broadway	Cross St	4,480	87
Meisner Rd	School St	Mayberry St	1,640	87
Meisner Rd	Mayberry St	Geremonty Ext	762	86
Hampshire Rd 1	S Broadway (N)	Hampshire Rd	256	87
Hampshire Rd	S Broadway	255' E of Hampshire Rd 1	575	90
Hampshire Rd	255' E of Hampshire Rd 1	Methuen Town Line (W)	399	90
Dyer Ave	Route 28	Millville St	2,636	87
Brookdale Rd	Maylane Dr	Pelham Rd	4,889	88
Canterbury Ct	Main St	Cul De Sac Loop	946	88
Cluff Rd	Castle Ridge Rd	550' E of S Broadway	2,363	88
Cluff Rd	550' E of S Broadway	S Broadway	550	88
S Policy St	Woodland Ter	810' S Of Pleasant St	1,118	88
Eagle Nest Rd	Castle Ridge Rd	Cul De Sac Loop	1,622	89
Ackerman St	Williams St	Appaloosa Rd	2,879	75
Autumn Woods Rd	Route 111	Deerfield St	496	75
Autumn Woods Rd	Hawks Dr (E)	Cul De Sac	1,960	79
Bagnell Ave	Kelly Rd	Barron Ave	854	75

## 2017 ADDITIONAL CRACK SEAL LIST

Note: Additional roads to be crack sealed is a function of available budget. Roads are arranged in order of precedence.

<b>Street Name</b>	<b>From Segment</b>	<b>To Segment</b>	<b>Length (ft)</b>	<b>PCI</b>
Beverly Ave	Alexander Ave	Dyer Av	1,886	75
Brook Hollow Dr	Colleen Dr (N)	Colleen Dr (S)	1,566	75
Camelot Ct	Shannon Rd	Colleen Dr	638	75
Clinton St	Main St	N Policy St	1,851	75
Clydesdale Rd	Palomino Rd	Ackerman St	891	75
Cove Rd	Shore Dr	Cul De Sac Loop	1,529	75
Deerfield St	144' N of Aspen St	464' N of Aspen St	320	75
Delaney Way	Bluff St	Cul De Sac Loop	1,333	75
Dennis Dr	Darryl Ln	St Marys La	1,388	75
Francis St	Route 28	Earl St	496	75
Fraser Dr	Butler St	1200' N Of Butler St	1,227	75
Fraser Dr	1200' N Of Butler St	Ivan Gile Rd	1,617	82
Garrison Rd	Cole St (W)	Cole St (E)	1,674	75
Granite Ave	Main St	Westchester St	3,027	75
Ivan Gile Rd	Shepard Ave	Cul De Sac Loop	2,079	75
Justin Ave	Lou Av	Townsend Av	762	75
Kenthill Ave	North Main St	Dead End	248	75
Kenyon Rd	Julie Av	Blake Rd	434	75
Lazarus Way	435' E of Independence Dr	Cul De Sac Loop	682	75
Macgregor Ave	S Policy St	MacLarnon Rd	1,199	75
MacLarnon Rd	S Policy St	Macfarland Rd	2,094	75
Olive Ave	Lou Av	Bannister Rd	743	75
Redwood Rd	Birch Hill Rd	Pinewood Rd	503	75
Redwood Rd	Pinewood Rd	Ashwood Ave	1,056	86
Royal Cir 1	Royal Cir	Dead End	145	75
Royal Cir	Centerville Dr	Centerville Dr	2,945	77
Small Brook Ln	Old Farm Rd	Cul De Sac Loop	742	75
Stonegate Ln	Haverhill Rd	Cul De Sac Loop	1,296	75
Trina Rd	Joseph Rd	Mairanna Rd	600	75
Wesley Ln	Wheeler Ave	Cul De Sac	1,188	75
Westerdale Ave	Town Farm Rd	McLaughlin Av	428	75
Glencrest Dr	Hawkins Glen Dr	192' W Of Sorenson Rd	310	77
Samoset Dr	Lake St	Penobscot Av	3,538	87
Samoset Dr	Penobscot Av	Dead End	214	89
Azarian Rd	Barron Ave (E)	Barron Ave (W)	1,750	88
Chatham Cir	300' N Of Kelly Rd	Chatham Cir	2,127	88
Joseph Rd	Therese Rd	Cul De Sac	1,179	88
Therese Rd	Old Rockingham Rd	Joseph Rd	652	88
Webster St	N Policy St	Cul De Sac	1,079	88
Sillen Dr	Chatham Cir	Dead End	169	90
Smith St	N Policy St	Dead End	457	90
Alfred Dr	N Main St	Lou-Al La	1,034	76
Alta Ave	Briar Ave	Mayberry St	1,863	76
Asbury St	Millville St	Cul De Sac	895	76
Ballard Ln	Hampstead Rd	893' E Of Hampstead Av	893	76
Ballard Ln	893' E Of Hampstead Av	Cul De Sac Loop	635	76
Belair Ln	Connell Dr	Cul De Sac Loop	1,071	76
Belmont St	S Broadway	Westchester St	857	76

## 2018 CRACK SEAL CANDIDATE LIST

Note 1: Not all roads on this list will be crack sealed in 2018

Note 2: Remainder roads from the 2017 List and 2017 Additional Road List shall be completed prior to the 2018 List

Note 3: Road list is arranged in order of precedence and is subject to change prior to 2018 Notice to Proceed.

<b>Street Name</b>	<b>From Segment</b>	<b>To Segment</b>	<b>Length (ft)</b>	<b>PCI</b>
Blake Rd	Glen Rd	Dead End (N)	566	76
Briarwood Dr	Zion Hill Rd	513' W Of Elsie Av	1,894	76
Briarwood Dr	513' W Of Elsie Av	Cul De Sac	1,406	76
Carol Ave	Sand Hill Rd	Budron Av	3,089	76
Chestnut Dr	Hemlock Dr	Cul De Sac Loop	903	76
Concord Coach Dr	Golden Oaks Dr	Cul De Sac Loop	2,157	76
Dawson Ave	Main St	Johnson Av	885	76
Diamond Ave	Nancy Ave	Hunters Run	950	76
Diana Dr	Bluff St	Cul De Sac Loop	1,339	76
Douglas Dr	Bridge St	Sherwood Cir (E)	1,555	76
Elmwood Ave	Becky Dr	Kayla Ave	1,323	76
Fourth St	N Main St	Sandy Beach Rd	454	76
Glen Rd	N Main St	Blake Rd	2,012	76
Golden Oaks Dr	Silverthorne Dr	Cul De Sac Loop	2,461	76
Harmony Ln	Millville St	Cul De Sac Loop	747	76
Hawkins Pond Ln	Hawkins Glen Dr	Cul De Sac Loop	889	76
Hemlock Ln	Kelly Rd	Cul De Sac Loop	994	76
Henry St	Millville St	Morrison Av	1,238	76
Hillcrest Rd	S Broadway	250' W Of S Broadway	252	76
Martin Ave	Main St	Cul De Sac Loop	982	76
Mary Ann Ave	Shore Dr (N)	Shore Dr (S)	3,413	76
Maylane Dr	Brookdale Rd	Cul De Sac	1,066	76
Oak Ridge Ave	Twinbrook Ave	Budron Av	1,019	76
Olde Woode Rd	Stonybrook Ln	340' E of Stonybrook Ln	340	76
Orchard Ter 1	Dead End	Dead End	621	76
Peggy Ln	Lucille A (W)	Lucille Av (E)	1,131	76
Play Camp Rd	S Policy St (W)	S Policy St (E)	2,112	76
Scollay Cir	Dyer Av	Connell Dr	1,320	76
Spicket Ln	N Main St	Dead End	584	76
Stone Post Rd	School St	Jana Rd	1,458	76
Streeter Ave	Haigh Ave	Hanson Ave	475	76
Summer St	Millville St	Morrison Av	1,054	76
Warren Ave	Shore Dr	Dead End	259	76
Wells Ave	McLaughlin Av	Clay Av	790	76
Westchester St	S Broadway	Granite Ave	703	76
Zacharys Crossing Rd	240' S of Autumn Woods Rd	Autumn Woods Rd	240	76
Zion Hill Rd	Bluff St	Tudor Dr	2,313	76
Aspen St	167' W of Green Haven Rd	Hawk Dr	416	77
Betty Ln	Daniel La	Lou Al La	775	77
Centerville Dr	Main St	Briar Av	588	77
Centerville Dr	Briar Av	Royal Cir	2,096	77
Charles St	Millville St	Howard St	1,167	77
Colleen Dr	Colleen Dr	Brook Hollow Dr	528	77
Corliss St	Millville St	Dead End	395	77
Crestwood Cir	Green Acres (E)	Meridian Dr	1,583	77
Crestwood Cir	Green Acres (C)	Crestwood Cir (S)	1,712	77
Dandridge Ave	Dyer Av	Cul De Sac Loop	1,378	77
Emerson Way	410' W Of North Main St	General Pulaski Dr	1,033	77
Hanson Ave	Spencer Ave	Streeter Ave	692	77
Hill St	Millville St	Dead End	765	77
Jamil Ln	E Broadway	Chappy La	1,790	77
Joanna Rd	Joseph Rd	Marianna Rd	557	77
Julie Ave	Arlington Shore Dr	Dead End	852	77
Lemay Rd	245' N Of Emerson Way	Emerson Way	245	77
Lou-Al Ln	Arlington Pond Ct	Marys La	665	77
Marianna Rd Ext	Marianna Rd	Lucille Av	325	77

Mascoma Rd	Samoset Dr (S)	Samoset Dr (N)	505	77
Matthias St	Woodland St	Dead End (Nw)	1,803	77
Mcgrath St	W Duston Rd	Dead End	326	77
Mclaughlin Ave	North Main St	Oak Av	761	77
Nathans Way	E Broadway	Cul De Sac	619	77
Nolet Ave	Arlington Shore Dr	Peak Av	750	77
Ridgeview Ave	Brentwood Ave	Oak Ridge Ave	748	77
Robert Ave	Hogland Av	Dawson Av	933	77
Second St	N Main St	Sandy Beach Rd	548	77
Silverthorne Dr	Golden Oaks Dr	Cul De Sac Loop	722	77
Spring St	Millville St	Dead End	939	77
Sycamore Ave	Brady Ave	100' E Of Maronos Ave	738	77
Timothy Ln 1	Timothy La	Timothy La	130	77
Weinhold Cir	S Policy St	Dead End	526	77
Williston Rd	Brady Ave	Cul De Sac	458	77
Don Roulston Dr	Shannon Rd	Cul De Sac Loop	937	78
Jennings Rd	N Main St	Dead End	623	78
Oak Ave	Town Farm Rd	Mclaughlin Av	442	78
Old Coach Rd	Wheeler Ave	Dean Ave	639	78
Rabbit Run	Golden Oaks Dr	Cul De Sac Loop	634	78
Raymond Ave	S Policy St	180' W of S Policy Street	180	78
Raymond Ave	180' W of S Policy Street	Cul De Sac Loop	886	78
Stillwater Cir	Pond St	Dead End	183	78
Appaloosa Rd	Old Coach Rd	Ackerman St	311	79
Arlington Shore Dr	N Main St	Aulson Rd	643	79
Blake Rd	Dead End (S)	Glen Rd	884	79
Brown St	Lawrence Rd	Dead End	518	79
Corinthian Dr	N Main St	290' E of N Main St	290	79
Cross St	Dpw Entrance	Rt 93 Bridge Deck (N)	457	79
Earl St	Taylor St	Route 28	258	79
Ironwood Dr	Teague Dr	Cul De Sac Loop	402	79
Palomino Rd	Old Coach Rd	Ackerman St	1,867	79
Partridge Cir	Autumn Woods Rd	Cul De Sac	860	79
Quill Ln	Lowell Rd	Porcupine Cir	715	79
Robertson St	Matthias St	Bridge St	319	79
Stanwood Rd	Dawn St	1400' N Of Dawn St	1,059	79
Theresa Ave	Butler St	1400' S Of Butler St	1,387	79
Adam Ct	Elmwood Ave	Cul De Sac Loop	577	80
Brian Ave	Beverly Av	Dyer Av	477	80
Enterprise Dr	Pleasant St	Cul De Sac Loop	679	80
Hawk Dr	Autumn Woods Rd (E)	Autumn Woods Rd (W)	3,271	80
Kayla Ave	Becky Dr	Cul De Sac Loop	1,470	80
Muse Ter	S Policy St	Dead End	530	80
Porcupine Cir	Cul De Sac Loop	Porcupine Cir	728	80
Alexander Ave	Millville St	Dwight Av	1,300	81
Darryl Ln	Dennis Dr	St Marys La	1,097	81
Melissa Ave	Elmwood Ave	Kayla Ave	651	81
Orchard Ter	N Policy	Orchard Ter #1	354	81
Theodore Ave	Haverhill Rd	Cul De Sac	1,122	81
Highland Ave	School St	Robert Av	342	82
Wooded Knoll Ln	Main St	Cul De Sac Loop	543	82
Arcadia Ln	Zion Hill Rd	Artemis Rd	3,316	84
Liberty St	Hampstead Rd	Haverhill Town Line	2,708	84
Dublin Way	Shannon Rd	Cul De Sac	436	85
Hawkins Glen Dr	Glen Crest Dr	Cul De Sac Loop	2,424	85
Lancaster Crossing	Lowell Rd	Cul De Sac Loop	1,223	85
Leonard Ln	Sycamore Av	Cul De Sac Loop	676	85
Orchard Ter 2	N Policy St	Orchard Ter #1	392	85
Aqua Way	Artemis Rd	Cul De Sac Loop	854	86
Artemis Rd	Arcadia La	Cul De Sac Loop	2,491	86
Becky Dr	Bridge St	500' E Of Kayla Ave	600	86
Brimstone Ln	Remington Rd	Cul De Sac Loop	814	86
Colonial Dr	Hickory Ln	Palomino Rd	1,907	86

Coventry Ln	E Broadway	Cul De Sac Loop	2,008	86
Elsie Ave	Mary Ann Av	Briarwood Dr	704	86
Golden Oaks Dr	Brady Ave	Silverthorne Dr	1,641	86
Green Haven Rd	177' W Of Deerfield St	196'S Of Green Haven 1 (S)	850	86
Irving St	Millville St	Howard St	1,164	86
Marc St	Ivan Gile Ave	Cul De Sac	305	86
Mason Dr	Old Rockingham Rd	Cul De Sac Loop	1,713	86
Mayberry St	Henderson Cir	Meisner Rd	502	86
Norwood Rd	Nottingham Ln	Dead End	2,190	86
Old Coach Rd	Dean Ave	220' S Of Remington Rd	2,094	86
Olde Village Rd	814'S Of Hooker Farm Rd	Cul De Sac Loop	604	86
Park Ave	Main St	Dead End	2,583	86
Pattee Rd	S Broadway	Otis Ave	1,424	86
Porcupine Cir	Porcupine Cir (E)	Porcupine Cir (S)	4,612	86
Scott Ter	Lincoln Ter	Cul De Sac Loop	619	86
Sherwood Cir	Douglas Dr (W) (Heads EB)	Douglas Dr (W)	3,942	86
Williams St	Lawrence Rd	Ackerman St	1,615	86
Woodbury St	Matthias St (E)	Matthias St (W)	1,296	86
Apollo Way	Arcadia Ln	Cul De Sac Loop	703	87
Artemis Rd	Shore Dr	Arcadia La	816	87
Aulson Rd	Arlington Shore Dr	Cul De Sac Loop	744	87
Birch Hill Rd	Redwood Rd	Ashwood Ave	903	87
Cassidy Ave	Pelham Rd	Cindy Ave	1,143	87
Cassidy Ave	Cindy Ave	Cul De Sac Loop	1,055	87
Cole St	Lawrence Rd	Dead End	2,225	87
Dana Rd	Colonial Dr	Dead End	896	87
Dawn St	Stanwood Rd	Tammy St	1,067	87
Dean Ave	Colonial Dr	Old Coach Rd	643	87
Debi Ln	Ivan Gile Ave	Cul De Sac	371	87
Dunbar Ter	Main St	Bernice Ave	624	87
Evergreen Rd	N Main St	Sandy Beach Rd	467	87
Fieldstone Ln	Carriage La	Atkinson Town Line	667	87
Green Haven Rd	Lady La	177' W Of Deerfield St	1,706	87
Green Haven Rd 1	Green Haven Rd	Green Haven Rd	481	87
Hamilton Ln	Wheeler Dam Rd	Cul De Sac Loop	1,245	87
Hickory Ln	Colonial Dr	Dana Rd	1,651	87
Hillcrest Rd	250' W Of S Broadway	Dead End	408	87
Juniper Rd	Hickory Dr	Dana Rd	1,303	87
Lamplighter Ln	Concord Coach Dr	Cul De Sac Loop	1,754	87
Lancaster Farm Rd	Lowell Rd	Lancaster Farm Rd	4,929	87
Maronos Dr	Sycamore Ave	Cul De Sac Loop	659	87
Meredith Rd	Kelly Rd	Cul De Sac Loop	1,648	87
Messer Ave	Ansel St	Pattee Rd	998	87
Nottingham Ln	Norwood Rd	Emerald Rd	1,646	87
Olde Woode Rd	Hooker Farm Rd	237' N Of Hooker Farm Rd	237	87
Rena Ave	Dennis Dr	351' S of Dennis Dr	351	87
Sandy Beach Rd	Dead End (S)	Third St	977	87
Surrey Ln	Lamplighter Ln	Cul De Sac Loop	1,045	87
Tammy St	Sherwood Cir	Dawn St	1,193	87
Woodbury St 1	Woodbury St	Dead End	170	87
Aspen St	Deerfield St	167' W of Green Haven Rd	714	88
Barron Ave	Duffy Ave	Azarian Rd (W)	2,129	88
Cortland Dr	Brady Ave	224' E Of Ticklefancy Ln	1,900	88
Cortland Dr	224' E Of Ticklefancy Ln	Ticklefancy Ln	224	88
Dean Ave	Hickory Ln	Colonial Dr	700	88
Emerald Dr	332' E Of Norwood Rd	Cul De Sac	1,633	88
Gibney Cir	150' N Of Twinbrook Ave	Cul De Sac	1,042	88
Hitty Rd	Route 111	Dead End	591	88
Jericho Ln	Lazarus Way	Cul De Sac Loop	414	88
Lee Joy Ln	Taylor Av	Cul De Sac Loop	666	88
Linwood Ave	Lawrence Rd	Eleanor St	2,133	88
Loren Rd	Dunbar Terr	Parkview Ave	885	88
Manor Pky	Pelham Rd	200' N Of Pelham Rd	200	88

Meridian Dr	Crestwood Cir	Cul De Sac Loop	865	88
Morgan Cir	Old Coach Rd	Cul De Sac	307	88
Northwestern Dr	1005' W of Commercial Dr	537' W of Commercial Dr	1,005	88
Parkview Ave	Park Ave	Loren Rd	718	88
Penobscot Ave	Samoset Dr (S)	Samoset Dr (N)	809	88
School St 1 (Y Int)	Main St	School St	141	88
St Marys Ln	Old Rockingham Rd	N Policy Rd	1,336	88
Stanwood Rd Ext	Stanwood De	Cul De Sac Loop	1,939	88
Ticklefancy Ln	1071' S Of Cortland Dr	Cul De Sac Loop	3,162	88
Tudor Dr	Zion Hill Rd	Cul De Sac Loop	725	88
Waldron Rd	Kelly Rd	Meredith Rd	647	88
Zacharys Crossing Rd	E Broadway	Route 111	559	88
Bernice Ave	Parkview Ave	Dunbar Terr	580	89
Cindy Ave	Brady Ave	Cul De Sac Loop	1,935	89
Ermer Rd	Route 111	Derry Town Line	1,367	89
George Ave	Main St	Dead End	259	89
Kimball Ave	Riverdale Av	North Main St	645	89
Matthias St	Dead End (S)	Woodbury St	536	89
Mccormick Way	Cindy Ave	Cul De Sac Loop	523	89
Mckinstry Cir	Cassidy Ave	Cul De Sac Loop	711	89
Palm Rd	Shore Dr	208' N of Palm Rd	208	89
Paradise Pl	Stanwood Rd	Cul De Sac Loop	354	89
Sunset Cir	Orchard St #1	Dead End	190	89
Welsh Cir	Old Coach Rd	Cul De Sac	306	89
Westside Rd	Shannon Rd	Town Line	63	89

## **Appendix B**

### **Salem Supplemental Specification**

## SUPPLEMENTAL SPECIFICATION

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

#### Description

**Replace** Section 1.1 with the following:

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

**Delete** Section 1.1.1

#### Method of Measurement

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

“Police Details,”

**Add** 4.1.4

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

#### Basis of Payment

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

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

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

## Appendix C

### Sample Log Forms

## Kettle Temperature monitoring Sample form

## Sample Work Journal form

## Appendix D

### Street Excavation Requirements

## APPENDIX D - STREET EXCAVATION REQUIREMENTS

### Street Opening Permit QA/QC

#### APPLICATION REQUIREMENTS

- Completed Application
- Required Bonding and Insurance on file with Town
- Proposed Traffic Control Plan
- Work Zone Photos with pre-marks
- Valid Dig Safe Number

#### MORATORIUM PERIODS FOR STREET OPENING

- Newly reconstructed roads, the moratorium period shall be five (5) years from such reconstruction.
- Newly milled and overlaid roads, the moratorium period shall be two (2) winters from such mill and overlay.

#### STANDARD PERMIT REQUIREMENTS/CONDITIONS

Once approved, the permit is valid for the time specified in the permit and must be renewed prior to the expiration date. The work shall proceed in a continuous manner with diligence and expedition, so as not to obstruct the public places or travel thereon more than is reasonably necessary.

A minimum of three (3) business days prior to the actual start of the work the following must occur:

- Notification to the Engineering Division of the actual start date and scheduling of inspections (shall include Water Division when water work is to be performed)
- Scheduling of Police Details with the Police Department
- Additional bonding in place if required

Upon completion of work and satisfactory restoration, as determined by the Engineering Division a warranty period shall start, the minimum period is one year and the maximum is three years and shall be determined by the Engineering Division, upon issuance of permit.

#### TRAFFIC CONTROL REQUIREMENTS

A Traffic Control Plan is required as part of the application for a Street Opening Permit. An approved Traffic Control plan will be required prior to the issuance of a Street Opening Permit. Applicants are encouraged to plan accordingly as the Engineering Division and the Police Department will require approximately three working days to review and comment on proposed Traffic Control Plans.

## APPENDIX D - STREET EXCAVATION REQUIREMENTS

All work and traffic control shall be performed in accordance with the following provisions:

- “Manual On Uniform Traffic Control Devices” (MUTCD), U.S. Department of Transportation, Federal Highway Administration, current edition;
- “Standard Specifications for Road and Bridge Construction”, State of New Hampshire Department of Transportation, August, 2010, sections 615, 618 and 619;
- and as directed by the Town of Salem Police Department and /or Engineering Division.

Maintenance of traffic shall be achieved in accordance with a traffic control plan as approved by the Town, and shall involve the use of uniformed police officers and as directed by the Town of Salem Police Department, and the furnishing, erecting and maintaining of temporary construction signs, barricades, channeling devices, lights or other warning devices as needed to provide safe travel for the public.

The Salem Police Department, Engineering Division or their duly appointed agent, may require the Permittee to delay, suspend, or discontinue work until such time as acceptable traffic control is provided. **In the event that work is suspended or cancelled as the result of inadequate traffic control the contractor shall be responsible for payment of the minimum detail charge.**

A minimum one lane of traffic shall be maintained on all roads at all times. The minimum width for temporary traffic lanes shall be eleven (11) feet. **Access for emergency vehicles and school busses shall be maintained at all times.** Suitable access shall be provided to all properties and to all places of business at all times. Two-way traffic shall be restored/maintained when work is not in progress, at night, on weekends and on holidays (unless authorized by the Town).

When deemed necessary by the Town to facilitate construction, complete road closures will be considered only with the approval of the Town of Salem Engineering Division, Police Department, Fire Department, Public Works Division and School District. Whenever a complete road closure is permitted every effort shall be made to provide access for local residents and businesses. Detour routes shall be planned and appropriately signed to the satisfaction of the Town.

When the work area encroaches upon sidewalks or crosswalks, protective barriers and signs, together with appropriate warning and guidance devices, shall be utilized so that the passageway for pedestrians is safe and well defined.

### STANDARD CONSTRUCTION REQUIREMENTS

#### Pavement Cutting

All bituminous concrete or concrete pavements shall be cut before any excavation is started. The pavement shall be neatly and uniformly saw cut at each side of all trenches to ensure against unnecessary damage to pavement. An acceptable alternative to saw cutting is cold planning.

## APPENDIX D - STREET EXCAVATION REQUIREMENTS

### Excavation

Excavation shall be performed in a manner as to produce the minimum possible width of disturbance. Excavation and handling of materials shall be performed in a manner as to minimize the possibility of cave ins. Sheetng and shoring shall be used in accordance with OSHA requirements to prevent such undermining. Pavement projecting over undermined areas, shall be saw cut square and removed. No opening or excavation in any street shall extend beyond the center line of the street before the excavated side of the street is made passable to traffic. Where a trench crosses a street, steel plates capable of bridging the trench and supporting traffic may be used.

### Backfill

Backfill material may consist of material excavated during the course of construction if dry, but excluding pieces of pavement, frozen material, organic matter, top soil, muck, peat, clay, rocks larger than six inches, or any other deleterious material that is deemed unacceptable by the Engineering Division. If considered unsuitable for backfill, excavated material shall be replaced with granular backfill as specified in the "Standard Specifications for Road and Bridge Construction", State of New Hampshire, Department of Public Works. (Sand-NHDOT 209.3 Gravel-NHDOT 209.4)

Excavated material shall be replaced or backfilled in layers or courses not to exceed twelve (12") inches in compacted thickness; and shall be compacted at or near optimum moisture content using pneumatic tampers, vibratory compactors or other approved means. Select materials immediately under the pavement (gravels and processed gravels or reclaimed asphalt) shall be replaced in kind or to a minimum depth of twelve (12) inches of gravel and four (4) inches of crushed gravel meeting NHDOT Standard Specifications for Road and Bridge Construction. (Gravel NHDOT 304.2, Crushed Gravel 304.3)

### Compaction

All excavated materials shall be compacted to a minimum of 95% of the optimum density. (ASTM 1557 Method D) A compaction test performed by a certified material testing laboratory may be required. If required the compaction test must be performed prior to paving and the results submitted to the Engineering Division. If a trench exceeds 100 feet in length, compaction tests shall be required every 100 feet prior to paving.

### Work Zone Maintenance

The roadway shall be periodically swept to keep materials from the traveled way. The roadway shall be cleaned of all foreign materials at the end of each working day.

## APPENDIX D - STREET EXCAVATION REQUIREMENTS

### Bituminous Trench Patch

A temporary patch shall be placed using one of the following methods.

- Temporary patch method one - Bituminous Concrete binder course will be brought to the surface grade at a minimum depth of two and a half (2 ½) inches. This temporary patch will be maintained as necessary by the contractor and allowed to remain in place for a minimum of 30 days but not more than 60 days. (The Stabilization Period) At the end of the stabilization period the temporary patch will be cut out and the trench trimmed with neat straight cuts and square corners a minimum distance of twelve (12) inches onto undisturbed material beyond the limits of the temporary patch area or of the observed settlement area, whichever is greater. The contractor will add or remove crushed gravel and compact, if necessary.
- Temporary patch method two - the gravels shall be brought to the appropriate grade and Bituminous Concrete binder course brought to the surface grade. This temporary patch will be maintained as necessary by the contractor and allowed to remain in place for a minimum of 30 days but not more than 60 days (The Stabilization Period). At the end of the stabilization period the temporary patch will be milled to the depth of one and one half (1 ½) inches a minimum distance of twelve (12) inches onto undisturbed material beyond the limits of the temporary patch area or of the observed settlement area, whichever is greater.

Permanent Patch shall be installed as follows.

Temporary patch and existing pavement shall be removed in a manner that results in no damage to adjacent pavement and shall be replaced with an equal depth but not less than four (4) inches (2.5" binder course Type B and 1.5" wearing course Type F) of hot bituminous pavement conforming to the Standard Specifications for Road and Bridge Construction, State of New Hampshire, Section 401.

Limits of saw cuts or milling for final patching shall be approved by the Town of Salem Engineering Division prior to execution of final paving. The Town may require the limits of the area to increase due to any damage in the work area.

In the case of a transverse or diagonal trenching, the pavement shall be cut to provide a diamond shaped patch with at least two (2) foot minimum overlap of the final patch onto undisturbed material that will permit only one wheel of a vehicle at a time to strike the patch area.

An approved asphalt emulsion (tack coat) shall be applied to the face of all exposed joints of the existing pavement. Rolling shall be done with a self-propelled roller weighing not less than eight (8) tons to achieve ninety five percent compaction and shall continue until a firm, even surface true to the lines and grade is obtained.

## **APPENDIX D - STREET EXCAVATION REQUIREMENTS**

In cases where multiple excavations are made in a street which would result in multiple patches, the Engineering Division at their discretion may require a continuous patch or overlay across the entire work zone.

## Appendix E

### W-9 Request for Taxpayer Identification Number and Certification

**Request for Taxpayer  
Identification Number and Certification**Give Form to the  
requester. Do not  
send to the IRS.Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ►	
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional) <b>Town of Salem, NH</b> <b>33 Geremonty Drive</b> <b>Salem, NH 03079</b>
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
- <input type="text"/>		
- <input type="text"/>		
or		
Employer identification number		
<input type="text"/>	<input type="text"/>	<input type="text"/>
- <input type="text"/>		
<input type="text"/>		
<input type="text"/>		
<input type="text"/>		
<input type="text"/>		

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign  
Here**Signature of  
U.S. person ►

Date ►

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The owner <sup>3</sup>
7. Disregarded entity not owned by an individual	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. A valid trust, estate, or pension trust	The owner
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	Legal entity <sup>4</sup>
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The corporation
11. Partnership or multi-member LLC	The organization
12. A broker or registered nominee	The partnership
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The broker or nominee
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The public entity
	The trust

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

## Appendix F

### No Bid Questionnaire



## Town of Salem, New Hampshire Purchasing Department

**Municipal Offices, 33 Geremonty Drive, Salem, New Hampshire 03079**

**tel: (603) 890-2090 fax: (603) 898-1223**

Nicole McGee, Finance Director

Christine Wholley, Purchasing Agent

### **No Bid Questionnaire**

Reference: Sealed Bid-2017-008 Bituminous Pavement Crack Sealing

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank You.

\* \* \* \* **No Bid Questionnaire** \* \* \* \*

A no bid is submitted in reply to the Town of Salem, NH invitation for bids for (enter requirement description): \_\_\_\_\_ Dated \_\_\_\_\_, for the following reasons:

\_\_\_\_\_ Item not supplied by our company.

\_\_\_\_\_ Bid Specification (Give reason(s) e.g., too restricted, not clear etc,)

\_\_\_\_\_ Profit Margin too low

\_\_\_\_\_ Past experience with the Town of Salem (give specific's e.g. payment delay, bid process, admin problems, etc.) \_\_\_\_\_

\_\_\_\_\_ Insufficient time allowed to prepare and respond to bid request.

\_\_\_\_\_ Bid requirements too large \_\_\_\_\_ or too small \_\_\_\_\_ for our company.

\_\_\_\_\_ Priority of other business opportunities limits time.

\_\_\_\_\_ Other reason(s) Please Specify: \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name & Title)