

**Clocktower Place Apartments
Parking Structure Sloped Wall Reconstruction
Nashua, NH**

ADDENDUM NO. 2

February 18, 2020

Page 1 of 1

TO: PROSPECTIVE BIDDERS

FROM: DuBois & King, Inc.
18 Constitution Drive, Suite 8
Bedford, New Hampshire 03110

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents dated January 2020. **NOTE: Contractor to Acknowledge receipt of this Addendum in the pace provided on Page 2 of the Bid Form (Page 00410-2). Failure to do so may subject the Bidder to disqualification.**

I. CONTRACT DOCUMENTS – SPECIFICATIONS

- A. Section 00410 – Bid Form (see attached revised Bid Form)
 - 1. **Replace** current Bid Form with the attached to modify the following:
 - i. Base Bid:
 - (a) Add item 1009 – Pre-Construction Video Documentation
- B. Technical Specifications
 - 1. **Add** Special Provision 1009 – Pre-Construction Video Documentation

II. CONTRACT DOCUMENTS – DRAWINGS

- A. None.

III. ADDITIONAL INFORMATION OR CLARIFICATION

- A. Are there any hazardous materials within the project limits?

While the New Hampshire Department of Environmental Services (NHDES) *One-Stop* reports potential areas of hazardous material within the vicinity of the project limits, DuBois & King does not anticipate hazardous materials being encountered based on the assumption these materials would have been required to be removed during the construction of the parking structure in 1989.
- B. Coordination with southerly abutter?

Clocktower is currently coordinating with the southerly abutter.

End of Addendum

BID FORM

CLOCKTOWER PLACE APARTMENTS PARKING STRUCTURE REPAIRS

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements.....	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification.....	2
Article 5 – Basis of Bid	3
Article 6 – Time of Completion	5
Article 7 – Attachments to This Bid.....	5
Article 8 – Defined Terms	6
Article 9 – Bid Submittal.....	6

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Scott Bourcier, Project Manager, DuBois & King, Inc., 15 Constitution Drive, Bedford, NH 03110 (on behalf of Clocktower Place Apartments) until **11:00 AM local time** on Friday, February 28, 2020. Bids will continue to be received until **1:00 PM** local time on Friday, February 28, 2020 at Clocktower Place Apartments, Two Clocktower Place, Management Office, Nashua, NH 03060.

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Brief Description - Unit or Lump Sum Price (in both words and numerals)	Estimated Quantity	Total Price (in numerals)
201.51	<u>Site Clean-up</u> , lump sum; _____ Dollars and _____ Cents (\$ _____)	1 LS	\$ _____
203.1	<u>Common Excavation</u> , cubic yard; _____ Dollars and _____ Cents (\$ _____)	910 C.Y.	\$ _____
211.11	<u>Vibration Monitoring Services</u> , per hour; _____ Dollars and _____ Cents (\$ _____)	80 HR	\$ _____
504.2	<u>Concrete Demolition</u> , per cubic yard; _____ Dollars and _____ Cents (\$ _____)	95 C.Y.	\$ _____

_____ Cents (\$ _____) \$ _____

585.3 Stone Fill, Class C, per cubic yard;

_____ Dollars and 450
C.Y.
_____ Cents (\$ _____) \$ _____

605.506 6" Underdrain, per linear foot;

_____ Dollars and 450
L.F.
_____ Cents (\$ _____) \$ _____

692 Mobilization, per unit;

_____ Dollars and 1
U
_____ Cents (\$ _____) \$ _____

692.1 Temporary Chain-link Security Fence, per LF;

_____ Dollars and 888
L.F.
_____ Cents (\$ _____) \$ _____

692.2 Temporary Orange Construction Fence, per LF;

_____ Dollars and 888
L.F.
_____ Cents (\$ _____) \$ _____

801 Temporary Removal/Storage of Galvanized Grates, per unit;

_____ Dollars and 1
U
_____ Cents (\$ _____) \$ _____

802 Reinstallation of Galvanized Grates, per unit;

_____ Dollars and 1
U
_____ Cents (\$ _____) \$ _____

- A. Required Bid security in the form of a certified check payable to the Owner for five percent (5%) amount of the bid. A Bid Bond may be used in lieu of a certified check.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in [State where Project is located] is
____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ *[If applicable]*

SPECIAL PROVISION

ITEM 1009 – PRE-CONSTRUCTION VIDEO DOCUMENTATION

This special provision provides for support pre-construction survey.

Description

1.1 The Contractor shall furnish all labor, materials and equipment to perform color audio video recording of the project site surfaces as specified herein. Contractor shall furnish to the Engineer an original and one (1) copy of a continuous color and audio-video DVD recording of the project sites.

1.2 The Engineer reserves the right to reject the audio-video DVD because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any video rejected by the Engineer shall be re-videoed at no additional cost to the Owner. The contractor shall submit one (1) DVD to the Engineer for format and content approval prior to the start of any work.

1.3 The video recording shall be performed by a qualified audio-video taping firm or individual knowledgeable in construction practices and experienced in the implementation of established inspection procedures.

1.4 Videographer shall be a firm or an individual of established reputation who has been regularly engaged as professional Videographer for not less than three (3) years. The Videographer must have had previous experience video documenting a minimum of five (5) construction project sites.

1.5 The purpose of the color audio-video taping of residential properties at the project site is to provide the necessary information to document the pre-construction condition of residential properties and features. The Contractor shall be responsible for repairing any damage or defect not documented as existing prior to construction

Equipment

2.1 Color audio-video shall be DVD format

Execution

3.1 Prior to the commencement of any construction, equipment or material mobilization, the Contractor shall perform an audio-video survey of residential properties adjacent to or within the project site which has the potential to be disturbed by the Contractor's operations. Specific residential properties of this project include, but are not limited to:

1. Clocktower Place Parking Structure, 2 Clocktower Place, Nashua, NH
2. 100 Factory Street, Nashua, NH
3. 101 Factory Street, Nashua, NH

3.2 The Contractor shall be responsible for the timely execution of the preconstruction audio-video survey, its vantage points, and quality. The Contractor shall cooperate with the videographer's work and provide reasonable auxiliary services as requested, including access and use of temporary facilities including temporary lighting.

3.3 All video recording shall be performed during regular business hours, unless otherwise approved by the Engineer.

3.4 Submitted DVD's shall be reviewed and approved by the Engineer within five (5) days of submittal of a satisfactory survey. Should the DVD not provide adequate coverage to fully illustrate the physical condition of the work area or not be in compliance with the specifications, project areas shall be resurveyed prior to the initiation of construction at the project sites, with no additional cost to the Owner.

3.5 Video Photography:

Coverage of Taping: Audio description shall be made simultaneously with and support the video coverage. Such coverage shall include, but not be limited to:

Commercial Building (outside) – Include all outside exterior foundations, wall surfaces, roofs porches and other structures attached to the main structure. Of particular concern are any existing faults, fractures, defects or other features.

Commercial Building (Inside) – Include all interior foundations, rooms, wall surfaces, and furnishings inside the main structure. Of particular concern are any existing faults, fractures, defects or other features.

Front, Side and Back Yard Areas – of residential properties to the limits of the property. Include all existing driveways, sidewalks, curbs, landscaping, trees, fences, visible utilities and all outbuildings located on the property. Of particular concern are any existing faults, fractures, defects or other features.

Video recording may be ordered outside of the area of coverage in order to establish those features deemed necessary by the Engineer.

3.6 The Contractor shall provide two (2) copies; labeled on the DVD and jewel case cover as follows: Face of DVD & Case Cover

PRECONSTRUCTION AUDIO-VIDEO SURVEY

Contract No. _____ **Project Title:** _____

Contractor: _____ **DVD No.** _____

Date Televised (MM/YY): _____ **Date Submitted** _____

Inside of Case Cover

Work Area	Street, Address/Location	Starting Video - Counter No.

3.6.1 Digital information shall appear at the bottom of the viewing screen and in no way interfere with the video portion of the recording.

At the start of each video recording segment, an identification summary shall be read into the record simultaneously with a wide-angle view with digital information. The identification summary shall include the following:

- a. DVD number
- b. Contract number and name
- c. Contractor’s name
- d. Date and time
- e. Property Owner Name
- f. Tax Map and Lot Number
- g. Name of street and house number
- h. Weather
- i. Viewing direction

Note: The Contractor may record the surface videos of as many line segments as possible on a single DVD.

A cumulative index correlating the various segments of video coverage to the corresponding DVD’s shall be supplied to the Engineer. This index shall identify each segment in the video by location, engineering stationing corresponding to the stationing on the contract documents, video counter number, viewing side, point starting from, traveling direction, and ending point. Written documentation must coincide with the information on the tape so as to make easy retrieval of locations sought for at a later date.

3.7 The video portion of the recording shall produce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls, or any other form of picture imperfection. The audio portion of the recording shall reproduce precise and concise explanatory notes by the camera operator with proper volume, clarity and freedom from distortion.

The recorder shall record the color signal with a minimum horizontal resolution of 400 lines. The color video camera shall have a minimum horizontal resolution of 700 lines at the center.

To preclude the possibility of tampering or editing, the DVD shall display continuous digital information including the following:

- a. Date and time of the recording; date information will contain the month, day and year; time information will contain hours, minutes and seconds, separated by colons.

Video recording coverage shall include documentation of the condition of the surface and other site features located within the area of coverage and shall be supported by appropriate audio description. Audio description shall be made simultaneously with the video recording.

The coverage shall be continuous (i.e., the camera shall not be turned off once recording has begun) to the greatest extent possible.

The rate of travel for video recording shall be determined by the number, size and value of the surface and other site features within the construction area of coverage so as to produce a clear, detailed view of each feature. At no time shall the rate of travel exceed 44 feet per minute.

Forward motion of the camera shall be halted when viewing objects or structures outside the limits of the street or easement being documented.

The videographer shall pan and zoom in and out at a reasonable rate so as to control sufficiently the clarity of objects being viewed.

No video recording shall be performed if the weather is not acceptable, such as rain, snow, fog, or elongated shadows that distort perception and tend to prevent clear resolution.

3.8 Entering Private Property:

3.8.1 If it becomes necessary to enter onto private property, notify the owner of such property at least 24 hours in advance of the planned entry to obtain his permission to do so. Should the owner of the property refuse to give his permission for said entry, notify the Engineer.

3.8.2 Permission to enter into private homes will be obtained by the Town.

3.8.3 The contractor is advised that he shall not enter any private property before permission is granted to do so, or the Engineer notified by the Contractor that he has gained the legal right to do so. The Contractor shall be held liable for entry made other than stated herein.

3.9 Ownership of Recordings

3.9.1 All DVD's produced will become the permanent property of the Town of Greenville. The Contractor shall deliver all tapes to the Town of Greenville prior to the beginning of any construction work.

3.9.2 Any portion of the DVD coverage deemed unacceptable by the Engineer must be re-taped by the Contractor at no additional charge to the Town of Greenville.

3.9.3 The videographer shall retain the original unedited video DVD for five (5) years after the date of final acceptance. During this period, the photographer shall fill orders by the Engineer for extra copies of DVD's priced at prevailing local commercial rates.

Method of Measurement

4.1 The accepted quantity of videos will be measured as a lump sum.

Basis of Payment

5.1 The accepted quantity of videos will be paid for at the Contract unit price.

1009 Pre-Construction Video Documentation LS