

**GUNSTOCK MOUNTAIN RESORT  
GILFORD, NEW HAMPSHIRE  
PARKING LOT IMPROVEMENTS  
D&K Project No. 227127**

**ADDENDUM NO. 1**

June 30, 2023

Page 1 of 2

**TO:** PROSPECTIVE BIDDERS

**FROM:** DuBois & King, Inc.  
208 Union Avenue  
Laconia, NH 03246

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents dated June 21, 2023. **NOTE: Contractor to acknowledge receipt of this Addendum in the space provided on Page 6 of the Bid Form (Section 410, Page 6). Failure to do so may subject the Bidder to disqualification.**

**I. Pre-Bid Meeting**

A Pre-Bid meeting was held at Gunstock Mountain Resort on June 29, 2023 at 10AM. Attendees are listed on the attached Pre-Bid Meeting Attendance Sheet. Nick Sceggell, of DuBois & King, Inc. described key elements of the project. The following addresses questions received at the pre-bid meeting.

**II. CONTRACT DOCUMENTS (PLANS) CHANGES**

NONE

**III. CONTRACT DOCUMENTS (SPECIFICATIONS) CHANGES**

A. SECTION 410 – BID FORM FOR CONSTRUCTION CONTRACT

**Delete** Section 410 – Bid Form for Construction Contract in its entirety (8 pages). **Replace** with revised Bid Form for Construction Contract, Revised 6/30/23 (8 Pages), attached.

**IV. QUESTIONS & ANSWERS**

1. Will crushed gravel be measured from trucking slips?  
Yes, quantities for crushed gravels will be measured using tonnage slips from trucking and converting to cubic yards.
2. Is crushed stone an acceptable substitute for base gravels?  
Yes, substitution of crushed stone meeting NHDOT 304.4 specification is acceptable.
3. Is there a pay item for Erosion and Sediment Control work?  
No. The materials and work to comply with erosion control requirements on the plans is subsidiary to Item 2 – Grading.
4. Is there an escalation clause for asphalt pricing?  
The project will follow NHDOT guidelines regarding asphalt escalation. See attached Special Attention section.

5. Are the EV charging stations set on concrete pads?  
Yes. See Keyed Note #1 on Sheet SE-2. Concrete pads shall be provided per the manufacturers installation manual.
6. Is the railing for the box culvert subsidiary to the culvert pay item?  
Yes.
7. Are there any special federal funding requirements for the project such as Davis-Bacon wage rates?  
Davis-Bacon wage rates are not utilized for this project. No other special federal funding requirements have been identified for this project.
8. Is there an engineer's estimate for the project?  
Yes. The engineer's estimate for the project is \$1.36 Million.

**V. ATTACHMENTS**

- Bid Form, Revised 6/30/23
- NHDOT Special Attention Dated 6/26/23

**END OF ADDENDUM**

# BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Gunstock Mountain Resort, 719 Cherry Valley Road, Gilford, NH 03249.
- 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License;

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Brief Description - Unit or Lump Sum Price (in both words and numerals)	Estimated Quantity	Total Bid Price (in numerals)
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1) Mobilization, per lump sum

\_\_\_\_\_ Dollars and 1  
 \_\_\_\_\_ Cents (\$ \_\_\_\_\_) LS  
 \$ \_\_\_\_\_

2) Grading, per lump sum

\_\_\_\_\_ Dollars and 1  
 \_\_\_\_\_ Cents (\$ \_\_\_\_\_) LS  
 \$ \_\_\_\_\_

3) Crushed Gravel (NHDOT 304.3), per cubic yard;

\_\_\_\_\_ Dollars and 2500  
 \_\_\_\_\_ Cents (\$ \_\_\_\_\_) CY  
 \$ \_\_\_\_\_

4) Hot Bituminous Pavement – ½" Wearing (1.5" thickness), per ton;

\_\_\_\_\_ Dollars and 2350  
 \_\_\_\_\_ Cents (\$ \_\_\_\_\_) TON  
 \$ \_\_\_\_\_

5) Hot Bituminous Pavement – ¾" Binder (2.5" thickness), per ton;

\_\_\_\_\_ Dollars and 3910  
TON  
\_\_\_\_\_ Cents (\$ \_\_\_\_\_) \$ \_\_\_\_\_

6) Common Excavation, per cubic yard;

\_\_\_\_\_ Dollars and 200  
CY  
\_\_\_\_\_ Cents (\$ \_\_\_\_\_) \$ \_\_\_\_\_

7) 12" HDPE, per linear foot;

\_\_\_\_\_ Dollars and 1238  
LF  
\_\_\_\_\_ Cents (\$ \_\_\_\_\_) \$ \_\_\_\_\_

8) 15" HDPE, per linear foot;

\_\_\_\_\_ Dollars and 415  
LF  
\_\_\_\_\_ Cents (\$ \_\_\_\_\_) \$ \_\_\_\_\_

9) 18" HDPE, per linear foot;

\_\_\_\_\_ Dollars and 162  
LF  
\_\_\_\_\_ Cents (\$ \_\_\_\_\_) \$ \_\_\_\_\_

10) Precast Concrete Culvert, per lump sum;

\_\_\_\_\_ Dollars and 1  
LS  
\_\_\_\_\_ Cents (\$ \_\_\_\_\_) \$ \_\_\_\_\_

11) 4' Dia. Catch Basin w/ Frame and Grate, each;

\_\_\_\_\_ Dollars and 15  
EA  
\_\_\_\_\_ Cents (\$ \_\_\_\_\_) \$ \_\_\_\_\_

12) Underground Electric & Lighting, per lump sum;

\_\_\_\_\_ Dollars and 1  
LS  
\_\_\_\_\_ Cents (\$ \_\_\_\_\_) \$ \_\_\_\_\_

13) Electric Vehicle Charging Stations, per lump sum;

\_\_\_\_\_ Dollars and 1  
LS  
\_\_\_\_\_ Cents (\$ \_\_\_\_\_) \$ \_\_\_\_\_

14) Pavement Markings & Signage, per lump sum;

\_\_\_\_\_ Dollars and 1  
LS  
\_\_\_\_\_ Cents (\$ \_\_\_\_\_) \$ \_\_\_\_\_

15) Alterations and Additions, as needed – Unanticipated Work

Thirty Thousand \_\_\_\_\_ Dollars and \$  
ALLOW  
No \_\_\_\_\_ Cents (\$30,000.00 \_\_\_\_\_) \$ 30,000.00

Total of All Unit Price Bid Items (BASE BID)	\$
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B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. 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.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda posted on Engineer's website:

Addendum Number	Addendum Date
1	6/30/2023

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies



between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. 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.
  - c. 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.
  - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

June 26, 2023

**SPECIAL ATTENTION**

**ASPHALT CEMENT ADJUSTMENT AND  
 ASPHALT CEMENT ADJUSTMENT FOR EMULSION**

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

**The base price\* of asphalt cement for this Contract is \$ 662.50 per ton.**

The monthly price\* of asphalt cement used to determine the Asphalt Cement Adjustment will be furnished by the Department and will be posted on the following web site: [www.nh.gov/dot/org/projectdevelopment/construction/documents/NHMonthlyFuelAsphaltandSteelPrices.pdf](http://www.nh.gov/dot/org/projectdevelopment/construction/documents/NHMonthlyFuelAsphaltandSteelPrices.pdf).

**\*Source:** The monthly price, applicable for the entire month, is developed from information in the *Asphalt Weekly Monitor*, a publication from Poten and Partners, Inc. The monthly price will be the average of the price range for Southern Maine/New Hampshire PG 64-28 asphalt binder, as published in the *Asphalt Weekly Monitor* on the dates shown in the following table. The base price is the latest available monthly price at the time the contract documents are prepared.

2023					
Month	Publication Date	Month	Publication Date	Month	Publication Date
January	December 26, 2022	May	April 24, 2023	September	August 28, 2023
February	January 23, 2023	June	May 22, 2023	October	September 25, 2023
March	February 20, 2023	July	June 26, 2023	November	October 23, 2023
April	March 27, 2023	August	July 24, 2023	December	November 27, 2023

The contract prices of bituminous materials will be paid under the respective items in the contract. The price adjustment, as provided herein, upwards or downwards, will be made concurrently as the work is accomplished as follows:

**Item 403. \_\_ - Pavement (except items 403.4, 403.16, & 403.26) and Item 411. \_\_ - Hot Bituminous Concrete Leveling Course and Plant Mix Surface Treatment**

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

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

**Item 410.72 - Chip Seal Surface Treatment Rubber Polymerized**

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

Assumptions:

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

**Item 419.1\_\_ - Bonded Wearing Course**

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

Assumptions:

- Total AC in the BWC process equals 5%

**Item 419.2\_\_ – AR Bonded Wearing Course**

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

Assumptions:

- Total AC in the BWC process equals 5%
- Asphalt factor equals 82%

**Emulsified Asphalt Cement**

[For Items 306.33, 405.\_\_, 410.\_\_ (excluding 410.22, 410.72 & 410.75\_), 418.11\_\_ , 418.32, and 419.3]

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

Assumptions:

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

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

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

<sup>1</sup> Not a bid item