

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

ADDENDUM NO. 2

July 11, 2023

Page 1 of 1

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. CONTRACT DOCUMENTS (PLANS/DRAWINGS) CHANGES

1. Sheet D-1 – Delete reference to thermoplastic pavement marking on the “DIAGONAL CROSSWALK PAVEMENT MARKING DETAIL”. All pavement markings shall be paint and meet specification Section 32 1723 – Pavement Markings.

II. CONTRACT DOCUMENTS (SPECIFICATIONS) CHANGES

1. Provide deduct alternate pricing to change Panels P-1 and P-EV enclosures to NEMA 3R instead of NEMA 4X. NEMA 4X enclosures shall be priced as the base bid.
Delete Section 410 – Bid Form for Construction Contract in its entirety (8 pages) **Replace** with revised Bid Form for Construction Contract, Revised 7/11/23 (8 pages), attached.

III. QUESTIONS & ANSWERS

1. Will the owner accept a substitution for the box culvert consisting of twin openings with equivalent hydraulic opening area?
Yes. Alternatives which provide the necessary cover, meet HS-20 loading, and allow for ADA slopes along the walkway above the proposed box culvert would be acceptable.
2. Would rock headwalls be an acceptable substitution for the precast concrete headwalls on each end of the box culvert?
Yes. Boulder headwalls which meet the grading requirements would be acceptable.
3. Who is responsible for materials testing and compaction testing?
Testing will be completed by the Owner.
4. Who is responsible for preparing and monitoring of the Stormwater Pollution Prevention Plan(SWPPP)?
SWPPP will be prepared by the Owner. Monitoring will be done by the Owner.

IV. ATTACHMENTS

Bid Form, Revised 7/11/23

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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Alternate (Deduct) – Change Panels P-1 and P-EV enclosures to NEMA 3R instead of NEMA 4X, per deduct

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

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
2	7/11/2023

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) _____