

**Levee Repairs
Lincoln, NH
D&K Project No. 621530**

ADDENDUM NO. 2

February 21, 2017

Page 1 of 3

TO: PROSPECTIVE BIDDERS

FROM: DuBois & King, Inc.
831 Union Avenue, Suite 2
Laconia, NH 03246

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents dated January 22, 2017. **NOTE: Contractor to Acknowledge receipt of this Addendum in the space provided on Page 1 of the Bid Form (Section 00410, Page 00410-1). Failure to do so may subject the Bidder to disqualification.**

I. CONTRACT DOCUMENTS (SPECIFICATIONS) CHANGES

A. SECTION 00200 – INSTRUCTIONS TO BIDDERS

1. Article 7, Paragraph 7.01, **revise** the fourth line to read: “Questions received less than 6 days (by Friday, 2/17/17) prior to

B. SECTION 00410 – BID FORM

1. ARTICLE 5 – BASIS OF BID, Paragraph 5.01:
 - a. Revisions/corrections have been made to Bid Items 568.1 and 568.2. These items are now bid as an allowance.
 - b. Additions have been made by adding new Bid Items 306.112, 403.11, 604.4 and 604.5.
 - c. A revised Bid Form dated 2/21/17 is attached with revisions made, for use by the Bidder. Disregard all previous versions of the Bid Form.
2. ARTICLE 7 – ATTACHMENTS TO THIS BID
 - a. Paragraph 7.01, **add** new subparagraph B as follows:

“B. Description of proposed means and methods and steps to remove and realign sunken and dislodged cover stones (Item 588). Indicate amount (area) of embankment exposed by cover stone removal and length of time (days) until stones are reinstalled for a given (typical) area or sequence;”

C. SUPPLEMENTAL SPECIFICATIONS SECTION 583 – RIPRAP

SECTION 583.11 – RIPRAP, CLASS X

1. Paragraph 4.1 – B, 2nd line, **Change** reading of words “ITEM 583.31 (Class III) for use as Riprap Item 583.11 (Class X) ...” to read;

“ITEM 583.01 for use as Riprap Item 583.11 (Class X) shall remain mostly in place where found, and

II. PLANS (DRAWINGS) CHANGES

A. SHEET No. G1 – GENERAL NOTES (1 OF 2)

1. COVER STONE RECONSTRUCTION/RECONFIGURATION NOTES

- a. **Add** new note #4 as follows:

“4. VERTICAL TOLERANCE BETWEEN ADJACENT RE-INSTALLED COVER STONES SHALL BE 2” +/-.”

2. PROJECT NOTES

- a. **Add** new note #10 as follows:

10. Prior to construction, Contractor to video document (in color DVD format) existing site surfaces and conditions of Bunker Lane (1,650 L.F. +/-) and proposed access road site(s) through abutter lands. Provide two (2) DVD video recordings to Engineer. Cost included in Item 692 – Mobilization.

B. SHEET No. C3 – SITE PLAN III

- a. **Add** new note and leader to Bunker Lane (upper left area of drawing) as follows:

“Repair/Reconstruct Bunker Lane base and/or pavement (est. 2” thickness) at the Direction of the Engineer (ITEMS 306.112, 403.11, 604.4 & 604.5).”

C. SHEET No. C7 – DETAIL SHEET II

1. **Add** note under “MODULAR BLOCK WALL DETAIL” as follows:

“STA. 9+30 LT TO STA. 14+40 LT”

2. CHINKING REPAIR DETAIL

- a. **Revise** note #2, 2nd line to read:

“CONCRETE FULL DEPTH (ITEM 520.01)”

- b. **Revise** note in the Detail, 2nd line to read:

“MINUS GRANITE (OR LEDGE) STONE”

3. “CONCRETE KNEE WALL DETAIL”

- Add** new note #3 to DETAIL” as follows:

“3. The #6 dowel bars (front and back) may be fabricated in variable lengths and lap with #6 \square bars, to accommodate the varying height of the kneewall.”

D. SHEET No. EC2 – EROSION CONTROL PLAN II

1. TEMPORARY WATER DIVERSION STRUCTURES DETAIL

a. **Add** new note #2 to read as follows”

“2. EXCAVATED TRENCH NOT REQUIRED WHERE LEDGE IS ENCOUNTERED.”

III. ADDITIONAL INFORMATION OR CLARIFICATION

A. **NOTE: Bidders must be prequalified for Site Construction. See INSTRUCTIONS TO BIDDERS, Article 3.**

B. Bidders are encouraged to review site photos (photos without snow cover) posted on the engineers website and share photos with subcontractors and suppliers in preparation of a bid.

C. Bidders are encouraged to provide the Bid Form (Section 00410) bid items and estimated quantities, to subcontractors and suppliers in preparation of a bid.

D. **ATTACHMENT: Revised Bid Form (Section 00410), dated 2/21/17.**

E. The earliest possible NOTICE TO PROCEED date is April 1, 2017. This date is negotiable with the Contractor, taking into consideration environmental conditions at the site and availability to access the site to perform the work (road postings, frost, snow cover, high river flows, etc.).

F. Bidders are urged to evaluate the use of the existing gravel road (trail) access off of NH RTE 112 (Main Street) that leads to the Flanking Levee (at STA. F1 & 78) in preparing a bid. **SEE ATTACHMENT: Levee Alternate Access Road.**

G. Department of the Army Corps of Engineers (ACOE) Permit No. NAE-2016-02560 (in Appendix):

1. The New Hampshire Programmatic General Permit (PGP) that is stated to expire on August 3, 2017 will be reauthorized by the New Hampshire Wetlands Bureau and the ACOE at No Cost to the Contractor.

H. Damage to Bunker Lane pavement (2” pavement thickness estimated), as a result of Contractors NORMAL operations to access and repair the Levee, will be repaired/reconstructed by the Contractor at the Direction of the Engineer, using the following pay items:

ITEM 306.112	RECLAIMED STABILIZED BASE PROCESSED IN PLACE, 12 IN DEEP	SY	4,100
ITEM 403.11	HOT BITUMINOUS PAVEMENT, MACHINE METHOD	TON	450
ITEM 604.4	RECONSTRUCTING/ADJUSTING CATCH BASINS & DROP INLETS	LF	5
ITEM 604.5	RECONSTRUCTING/ADJUSTING MANHOLES	LF	5

These pay items are included in the revised Bid Form dated 2/21/17 which is attached.

BID FORM
REVISED 2/21/17
LEVEE REPAIRS – EAST BRANCH PEMIGEWASSET RIVER
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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

TOWN OF LINCOLN, TOWN MANAGER, PO BOX 25, 148 MAIN STREET, LINCOLN, NH 03251

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, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda **posted on the Engineer’s website:**

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

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. 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 any 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; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price 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 confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

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 Bid Price (in numerals)
201.1	<u>Clearing and Grubbing (F)</u> , per acre; _____ Dollars and _____ Cents (\$ _____)	3.7 Acre	\$ _____
202.2001	<u>Demolishing Structures</u> , per unit; _____ Dollars and _____ Cents (\$ _____)	1 U	\$ _____
202.31	<u>Fill Abandoned Pipe</u> , per cubic yard; _____ Dollars and _____ Cents (\$ _____)	340 C.Y.	\$ _____
203.1	<u>Common Excavation</u> , per cubic yard; _____ Dollars and _____ Cents (\$ _____)	700 C.Y.	\$ _____
203.9	<u>Test Pit for Penstock</u> , per each; _____ Dollars and _____ Cents (\$ _____)	3 EA	\$ _____
207.1	<u>Common Channel Excavation</u> , per cubic yard; _____ Dollars and _____ Cents (\$ _____)	1,930 C.Y.	\$ _____
304.101	<u>Sand</u> , per cubic yard; _____ Dollars and _____ Cents (\$ _____)	15 C.Y.	\$ _____

304.4	<u>Crushed Stone (Fine Gradation)</u> , per cubic yard;	_____ Dollars and _____ Cents (\$ _____)	630 C.Y.	\$ _____
306.112	<u>Reclaimed Stabilized Base Processed In Place, 12 in Deep</u> , per square yard;	_____ Dollars and _____ Cents (\$ _____)	4,100 S.Y.	\$ _____
403.11	<u>Hot Bituminous Pavement, Machine Method</u> , per ton;	_____ Dollars and _____ Cents (\$ _____)	450 TON	\$ _____
503.101	<u>Water Diversion Structures</u> , per unit;	_____ Dollars and _____ Cents (\$ _____)	1 U	\$ _____
520.01	<u>Concrete Class AA</u> , per cubic yard;	_____ Dollars and _____ Cents (\$ _____)	35 C.Y.	\$ _____
520.9	<u>Concrete Crack Repair</u> , per linear foot;	_____ Dollars and _____ Cents (\$ _____)	50 L.F.	\$ _____
544.201	<u>Reinforcing Steel - Epoxy Coated</u> , per pound;	_____ Dollars and _____ Cents (\$ _____)	3,500 LB	\$ _____
568.1	<u>Access Hatch</u> , per allowance;	One Thousand Five Hundred _____ Dollars and No _____ Cents (\$1,500.00 _____)	\$1,500 Allowance	\$ <u>1,500.00</u>

568.2	<u>Residential Deck, per allowance;</u>	_____ Dollars and	2,500	
		Two Thousand Five Hundred	Allowance	
		_____ Cents (\$2,500.00)		\$ 2,500.00
		No		
582.11	<u>Slope Paving with Concrete Cover Block, per square yard;</u>	_____ Dollars and	240	
		_____ Cents (\$ _____)	S.Y.	\$ _____
583.01 (Note 7)	<u>Existing Bedding Stone (Remove, Salvage, and Reuse as RipRap and Stone Fill), per cubic yard;</u>	_____ Dollars and	730	
		_____ Cents (\$ _____)	C.Y.	\$ _____
583.02 (Note 7)	<u>Existing Bedding Stone (Surplus and Waste), per cubic yard;</u>	_____ Dollars and	910	
		_____ Cents (\$ _____)	C.Y.	\$ _____
583.3 (Note 7)	<u>RipRap, Class III, per cubic yard;</u>	_____ Dollars and	560	
		_____ Cents (\$ _____)	C.Y.	\$ _____
583.11 (Note 7)	<u>RipRap, Class X, per cubic yard;</u>	_____ Dollars and	2,670	
		_____ Cents (\$ _____)	C.Y.	\$ _____
585.2 (Note 7)	<u>Stone Fill, Class B, per cubic yard;</u>	_____ Dollars and	170	
		_____ Cents (\$ _____)	C.Y.	\$ _____
585.3 (Note 7)	<u>Stone Fill, Class C, per cubic yard;</u>	_____ Dollars and	560	
		_____ Cents (\$ _____)	C.Y.	\$ _____
587.1	<u>Keyed Stone Fill (Chinking Stone) (F), per square yard;</u>	_____ Dollars and	5,365	
		_____ Cents (\$ _____)	S.Y.	\$ _____

588. Removal and Reconstruction of Cover Stones, per square yard;
_____ Dollars and 2,000
_____ Cents (\$ _____) S.Y. \$ _____

588.1 Reconfiguration of Cap Stones, per linear foot;
_____ Dollars and 550
_____ Cents (\$ _____) L.F. \$ _____

592.2 Mechanically Stabilized Earth Retaining Wall, per linear foot;
_____ Dollars and 510
_____ Cents (\$ _____) L.F. \$ _____

593.121 Geotextile; Subsurface Drainage CL. 2, Non-Woven (Filter Drain),
per square yard;
_____ Dollars and 380
_____ Cents (\$ _____) S.Y. \$ _____

593.211 Geotextile; Separation CL. 1, Non-Woven, per square yard;
_____ Dollars and 4,600
_____ Cents (\$ _____) S.Y. \$ _____

603.80424 24" Plastic Pipe (Smooth Interior and Exterior, Watertight), per linear foot;
_____ Dollars and 58
_____ Cents (\$ _____) L.F. \$ _____

603.80424 24" Plastic Pipe (Smooth Interior and Exterior, Watertight), per linear foot;
_____ Dollars and 58
_____ Cents (\$ _____) L.F. \$ _____

604.4 Reconstructing/Adjusting Catch Basins & Drop Inlets, per linear foot;
_____ Dollars and 5
_____ Cents (\$ _____) L.F. \$ _____

604.5	<u>Reconstructing/Adjusting Manholes,</u> per linear foot;	_____ Dollars and _____ Cents (\$ _____)	5 L.F.	\$ _____
614.9	<u>USGS Streamgauge Station Repairs,</u> per unit;	_____ Dollars and _____ Cents (\$ _____)	1 U	\$ _____
622.6	<u>Maintenance and Station Markers,</u> per unit;	_____ Dollars and _____ Cents (\$ _____)	1 U	\$ _____
645.531	<u>Silt Fence,</u> per linear foot;	_____ Dollars and _____ Cents (\$ _____)	2,300 L.F.	\$ _____
645.7	<u>Storm Water Pollution Prevention Plan,</u> per unit;	_____ Dollars and _____ Cents (\$ _____)	1 U	\$ _____
645.711	<u>Monitoring SWPPP and Erosion and Sediment Controls,</u> per visit;	_____ Dollars and _____ Cents (\$ _____)	28 Visit	\$ _____
645.8	<u>Straw Wattle,</u> per linear foot;	_____ Dollars and _____ Cents (\$ _____)	100 L.F.	\$ _____
646.31	<u>Turf Establishment with Mulch and Tackifiers,</u> per square yard;	_____ Dollars and _____ Cents (\$ _____)	9,400 S.Y.	\$ _____

647.1	<u>Humus</u> , per cubic yard;	_____ Dollars and _____ Cents (\$ _____)	1,050 C.Y.	\$ _____
692.	<u>Mobilization</u> , per unit;	_____ Dollars and _____ Cents (\$ _____)	1 U	\$ _____
698.14	<u>Field Office Type D</u> , per month;	_____ Dollars and _____ Cents (\$ _____)	7 Month	\$ _____
699.	<u>Miscellaneous Temporary Erosion and Sediment Control</u> , per allowance;	_____ Dollars and _____ Cents (\$ _____)	\$10,000 Allowance	\$ <u>10,000.00</u>
1002.1	<u>Repairs or Replacements As Needed</u> , per allowance;	_____ Dollars and _____ Cents (\$ _____)	\$75,000 Allowance	\$ <u>75,000.00</u>

* Unit Bid Items and Authorized Addition or Reduction payment items shall be applied to additions or reductions in the scope of work. Indeterminate Quantity assumed for comparison for bids.

Total of All Unit Price Bid Items (BASE BID) (\$ _____)

Notes:

1. Bidder acknowledges that (a) 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 (b) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
2. Unit Prices have been computed in accordance with Paragraph 13.03.B of the General Conditions.
3. In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words shall govern.
4. BIDDERS must bid on each item. All entries in the entire BID must be made clearly and in ink; prices bid must be written in both words and in figures.
5. BIDDERS must insert extended item prices obtained from quantities and unit prices.
6. BIDS shall include all applicable taxes and fees.

7. Bid quantities for 583 and 585 items are for bidding purposes only, representing the maximum quantity for removal or placement, and will be reduced to the exact quantity completed in place for payment at the direction of the Engineer.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 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.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Description of proposed means and methods and steps to remove and realign sunken and dislodged cover stones (Item 588). Indicate amount (area) of embankment exposed by cover stone removal and length of time (days) until stones are reinstalled for a given (typical) area or sequence;

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

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)



February 21, 2017

Levee Alternate Access Road

Lincoln, NH

1 inch = 150 Feet



680 FT +/-
EXISTING GRAVEL
ACCESS ROAD
(SINGLE LANE)

BEGIN AT NH RTE 112

END STA. F1+78



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100-PROPERTYLINE	TRAIL
PVTRD	WATER
ROAD	tanno_poly
100-PT	Condos
100-RW	Water-poly
PVTRD-RW	

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