

**ADDENDUM No. 1**  
**TO THE**  
**CONTRACT DOCUMENTS**  
**FOR THE SULLIVAN COUNTY PARKING LOT PROJECT**  
**NEWPORT, NEW HAMPSHIRE**  
**ISSUED: APRIL 18, 2017**

**This Addendum shall be included in and shall form a part of the Contract Documents dated March 30, 2017. The items set forth herein, whether by omission, addition, substitution or other change are all included in and shall form a part of the proposed work and Bids submitted to the Owner.**

**Inclusion of this Addendum must be acknowledged by inserting the addendum number in the appropriate place in the Bid Form. Failure to acknowledge any and all addenda in the Bid Form as specified may be cause for rejection of the Bid by the Owner as a non-responsive Bid.**

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**SPECIFICATIONS**

**DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS**

**Section 00300 – Bid Form**

1. Delete Section 00300 in its entirety and replace it with the revised Section 00300 attached to this addendum. Completion date wording has been revised.

**Section 00500 – Agreement**

2. Delete Section 00500 in its entirety and replace it with the revised Section 00500 attached to this addendum. Completion date wording has been revised.

**CLARIFICATIONS**

1. Newport Police Department does not feel their reinvolvement will be necessary considering there will be minimal interference with the existing travel ways. The Contractor will conduct their operations such that impacts to travel lanes will be minimized. Accordingly, the use of flaggers is acceptable unless otherwise directed by the Engineer. Note that the Contractor is responsible for providing and paying for flaggers as part of the parking lot lump sum price.

**SECTION 00300**

**BID FORM**

**PART 1 - GENERAL**

**1.1 BID INFORMATION**

- A. Project Identification: Newport Parking Lot Improvements - Newport, NH
- B. Proposal of: \_\_\_\_\_ (hereinafter referred to as Bidder) organized and existing under the laws of the State of \_\_\_\_\_ doing business as a \_\_\_\_\_ (specify corporation; partnership; or individual).
- C. This Bid is Submitted To: Sullivan County
- D. Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the bid price and within the contract times stated and in accordance with all other terms and conditions of the Contract Documents.
- E. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders.
- F. Bidder hereby agrees that this Bid will remain subject to acceptance for 60 days, excluding weekends and legal holidays, after the actual date of the opening of the Bid.
- G. Bidder hereby agrees to sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required within five (5) calendar days after the date of Owner's Notice of Award.
- H. In submitting this Bid, Bidder represents and declares the following:
  - 1. Bidder has examined and carefully studied the Bid Documents.
  - 2. Bidder acknowledges receipt of the following Addenda (List Addenda by Addendum Number and Date):

<b>Number</b>	<b>Date</b>

**BID FORM**  
00300-1

3. Bidder has visited and carefully examined the site of the proposed Work and has become thoroughly familiar with and is fully satisfied as to the conditions that exist at the site; the character, requirements and extent of the proposed Work, and the difficulties in executing the work that may affect cost, progress, performance and furnishing of the Work.
4. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
5. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder accepts the determination of the technical data contained in such reports and drawings upon which Bidder is entitled to rely. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes.
6. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
7. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site.
8. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
9. Bidder certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person, firm, joint venture, partnership, corporation or other business or legal entity.
10. Bidder acknowledges that no officer, agent, or employee of the Owner is directly or indirectly interested in this Bid.
11. The Work will be substantially completed (not including the plantings) by August 25, 2017 and ready for final payment in accordance with paragraph 14.07 of the General Conditions.

BID FORM  
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12. The work can begin on June 1, 2017 upon completion of a fully executed contract. The OWNER requires that the construction period be no more than 42 consecutive calendar days (6 weeks) between June 1<sup>st</sup> and August 25, 2017. The specific start date of the six-week period can be selected by the CONTRACTOR provided that the OWNER is given a minimum of a two-week notice prior to the start of construction to notify the public. It is understood that plantings will not be placed until after the substantial completion date to correspond with applicable planting schedules defined in Section 02930. Planting and landscaping completion date will be September 30, 2017.

1.2 BID

- A. Prices shall be stated in words and figures. In case of discrepancy between price in words and price in figures; the words shall govern.
- B. Prices shall be typewritten or written by hand in ink.
- C. The subdivision of the proposed contract price is indicated on the following Bid Schedule. Bidder shall use the Bid Schedule when submitting Bid.
- D. This Bid must bear the written signature of the Bidder or an authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such office must be stated.

Respectfully submitted: \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_  
(Signature and Title of Person Authorized to Sign Bid)

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Business Street Address)

\_\_\_\_\_  
(City and State)

( ) \_\_\_\_\_  
(Business Telephone Number)

(SEAL – if Bid is by a corporation)

**BASE BID SCHEDULE**

<b>Item No.</b>	<b>Estimated Quantity</b>	<b>Brief Description, Unit or Lump Sum Price in Both Words</b>	<b>Unit Price in Figures</b>	<b>Total Price in Figures</b>
1	1	Construct Parking Lot Improvements (LUMP SUM)  _____dollars and _____cents.	\$ _____	\$ _____
2	3	Lighting – Single Luminaire (EACH)  _____dollars and _____cents.	\$ _____	\$ _____
3	2	Lighting – Triple Luminaire (EACH)  _____dollars and _____cents.	\$ _____	\$ _____
<b><u>TOTAL BASE BID</u></b>				
_____dollars (WRITTEN)			\$ _____	(FIGURES)

**SECTION 00500**

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A LUMP SUM PRICE**

**THIS AGREEMENT** is by and between **SULLIVAN COUNTY, NEW HAMPSHIRE** (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1- WORK**

1.01.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. Project Limits are shown on the plans and generally defined as follows:

*Newport Parking Lot Improvements – Newport, NH*

- B. Site preparation including: removal of existing signs, trees, vegetation, curb, existing pipe, walls, concrete slabs, and structures as noted; removing and resetting signs, fences, steps; stripping top soils; utility relocations; and all other work required to fully construct the project.
- C. Excavating and disposing of any and all materials required including, but not limited to, debris, foundations, topsoils, rock, retaining walls, wood blocks, fences, trenches, pipes, conduits, and any other materials to fully construct the project.
- D. Install paving, catch basins, pipe, site restoration and all other elements of the project depicted on the plans or described herein.
- E. Furnishing, installing and testing all materials associated with the proposed construction.
- F. Locating, protecting and shoring all existing utilities in accordance with all State and local applicable codes.
- G. Dewatering excavations as required to construct the proposed improvements.
- H. Repairing and/or relocating any utilities broken or conflicting with construction.
- I. Securing the construction site as required for safety.
- J. Disposal of excess excavated material not required for fill or backfill. Stockpiling excess materials at locations indicated on the plans or as directed by the County.

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- K. Replacement and restoration of disturbed pavement surfaces, curbing, utilities, plantings, light poles and bases, parking lot pavements, grass, posts, fences, signs, bounds etc. within the limits of work and areas outside the limits of work disturbed by construction operations.
- L. Completion of all clean-up.
- M. The work shall also conform to such additional drawings and addenda to these Specifications and Drawings as may be published or exhibited prior to the opening of the bids and to such drawings in explanation of details, or as may be furnished by the Engineer from time to time during construction.
- N. Work and materials which are necessary for construction but which are not specifically referred to in the Specification, or shown on the Drawings, but implied by the Contract shall be furnished by the Contractor at his own cost and expense and shall be such as will correspond with the general character of the work as may be determined by the Engineer, whose decisions as to the necessity for and character of such work and materials shall be final and conclusive. It is the intent of these Specifications and Drawings to produce a complete, finished job whether shown in every detail or not.

## **ARTICLE 2 - THE PROJECT**

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
  - A. In general and without limitation, the work to be done under this Contract includes Site Improvements at the Sullivan County Complex in Unity, NH.

## **ARTICLE 3 - ENGINEER**

- 3.01 KVPartners, LLC, PO Box 432, New Boston, NH 03070 is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## **ARTICLE 4 - CONTRACT TIMES**

- 4.01 *Time of the Essence*
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Schedule to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed (not including the plantings) by August 25, 2017 and ready for final payment in accordance with paragraph 14.07 of the General Conditions.
- B. The work can begin on June 1, 2017 upon completion of a fully executed contract. The OWNER requires that the construction period be no more than 42 consecutive calendar days (6 weeks) between June 1<sup>st</sup> and August 25, 2017. The specific start date of the six-week period can be selected by the CONTRACTOR provided that the OWNER is given a minimum of a two-week notice prior to the start of construction to notify the public. It is understood that plantings will not be placed until after the substantial completion date to correspond with applicable planting schedules defined in Section 02930. Planting and landscaping completion date will be September 30, 2017.

4.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time(s) specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A and 5.01.B below:

- A. For all Work a Total Contract Amount of:

\_\_\_\_\_

- B. All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.
- C. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

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## 6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

## 6.02 Progress Payments, Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment within 30 days of receipt of an approved Application for Payment each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
    - a. 90% of Work completed (with the balance being retainage); and
    - b. 90% of cost of materials and equipment not incorporated in the Work but delivered and suitably stored in a location and manner agreed to in writing and pursuant to paragraph 14.02.A.1 of the General Conditions (with the balance being retainage).
  - 2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

## 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

## **ARTICLE 7 - INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 18 % per year.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

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- 8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. CONTRACTOR 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. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. CONTRACTOR 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 in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
  - E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
  - F. CONTRACTOR does not consider that any 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 Documents.
  - G. CONTRACTOR 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 Contract Documents.
  - H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  - I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the

Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### *9.01 Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 00500-1 to 00500-8, inclusive);
  2. Performance Bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  3. Payment Bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
  4. General Conditions (pages 00700-1 to 00700-42, inclusive);
  5. Supplementary Conditions (pages 00800-1 to 00800-5 inclusive);
  6. Specifications as listed in the table of contents of the Documents and Specifications for Newport Parking Lot Improvements prepared by KVPartners, LLC and dated March 30, 2017.
  7. Drawings consisting of 4 sheets, with each sheet bearing the following general title: Sullivan County Newport Parking Lot, Newport, NH prepared by KVPartners, LLC dated December 2016.
  8. Addenda (not applicable);
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
    - b. CONTRACTOR's Bid (pages 00300-1 to 00300-12, inclusive);
  10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Written Amendments;
    - b. Work Change Directives;
    - c. Change Order(s).

- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 10.02 *Assignment of Contract*

- B. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Facsimile: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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