

ADDENDUM NUMBER 3:

CITY OF PORTSMOUTH, NEW HAMPSHIRE UNION STREET AREA IMPROVEMENT PROJECT

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

**Issued: February 27, 2023
For Bids Due: March 2, 2023 (Revised Bid Date)**

This addendum modifies, amends, and supplements parts of the Contract Documents, Technical Specifications, and Construction Drawings for the **City of Portsmouth, Union Street Area Improvement Project**, and is hereby made an integral part thereof by reference and shall be as binding as though inserted in its entirety in the locations specified herein. The Contractor shall notify their subcontractors and suppliers of any changes or modifications contained in this addendum.

Bidders shall acknowledge receipt of this **Addendum No. 3** on the Bid Form.

The Contract Documents, Technical Specifications, and Construction Drawings for the subject project shall be supplemented and/or amended as follows:

A. CONTRACT DOCUMENTS

1. **Coronavirus Grant Funding:**

The Contractor shall be subject to the attached "Coronavirus Grant Recipient Terms and Conditions."

2. **Supplemental Conditions:** The attached Supplemental Conditions supplement, modify, change, delete, or add to the "General Conditions." Where any part of the General Conditions is modified or voided by these sections, the unaltered provisions of that part should remain in effect.

B. GENERAL

1. **Engineer's Opinion of Probable Construction Cost:**

The opinion of cost for the base bid and bid alternates are as follows:

Base Bid:	\$3,046,000
Bid Alternate A:	\$1,515,000
Bid Alternate B:	\$974,500
Bid Alternate C:	\$676,000
Bid Alternate D:	\$151,000

2. **Pre-Bid Meeting Sign in Sheet:**

The mandatory pre-bid meeting sign in sheet is attached.

C. RESPONSE TO BIDDER'S QUESTIONS

1. *Where is Item 605.524 – Furnish and Install 24” Perforated CPE Pipe Underdrain proposed?*

Response: Item 605.524 – Furnish and Install 24” Perforated CPE Pipe Underdrain is proposed on Middle Street only. The limit of the perforated pipe is depicted by the dashed drainage pipe line-type on drawing sheets G-5 and G-6.

2. *Is Utility Pole 20A on Middle Street getting relocated?*

Response: Utility pole 20A, located on Middle Street Station 504+37.2, 24.5R, will be temporarily relocated by the City.

3. *Is bid items 403.7 and 403.8 are measured in LF as shown in the bid sheet or in TONs per the NHDOT standard spec?*

Response: Item 403.7 – Temporary Trench Patch and Item 403.8 Permanent Trench Patch will be measured by the linear foot along the horizontal centerline of the trench.

Attachments to Bid Addendum No. 3:

Coronavirus Grant Recipient Terms and Conditions

Supplemental Conditions

Pre-bid Meeting Sign in Sheet

END OF ADDENDUM NO. 3

CITY OF PORTSMOUTH CORONAVIRUS GRANT RECIPIENT TERMS AND CONDITIONS

The City of Portsmouth is the recipient of the Coronavirus Local Fiscal Recovery Fund Grant. Funds received under this Grant are limited to use on specific projects which may include any Agreement with Vendor. Therefore, Vendor is required to assure compliance with certain federal requirements.

Specifically, Vendor assures compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Additionally, Vendor agrees to comply with all other applicable federal statutes, regulations, and executive order including but not limited to:

- (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
- (ii) Universal Identifier and System for Award Management, 2 C.F.R. Part 25;
- (iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170;
- (iv) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180;
- (v) Recipient Integrity and Performance Matters 2 C.F.R. Part 200 and Appendix XII; (vi) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 21;
- (vii) New Restrictions on Lobbying, 31 C.F.R. Part 21;
- (viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (ix) Generally applicable federal environmental laws and regulations.

The City further encourages Vendor to adopt and enforce on-the-job seatbelt policies and programs for when operating company-owned, rented, or personally owned vehicles, and to adopt and enforce policies that ban text messaging while driving pursuant to Executive Orders 13043 and 13513 respectively.

Finally, Vendor assures compliance with statutes and regulations prohibiting discrimination including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), and Protections for Whistleblowers in accordance with 41 U.S.C. § 4712. Specifically, the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Projects funded solely with SFLRF/ARPA funds are not subject to Davis Bacon Act except when addition funding sources require compliance. Vendor agrees to comply with Davis Bacon and Related Act (DBRA) when applicable. Vendor will also comply with Executive Orders 11625 and 12432 (Concerning Minority Business Enterprise) and 12438 (Concerning Women's Business Enterprise) when applicable.

VENDOR

Duly Authorize

Date

The following supplements, modify, change, delete, or add to the "General Conditions." Where any part of the General Conditions is modified or voided by these sections, the unaltered provisions of that part should remain in effect.

<u>Section No.</u>	<u>Section Title</u>	<u>Page No.</u>
SC-10	Surveys; Supplement to GC-10	C-2.2
SC-24	Payments to Contractor; Supplement to GC-24	C-2.2
SC-27	Insurance; Supplement to GC-27	C-2.3
SC-33	Authority of the Engineer	C-2.4
SC-58	Work Performed at Night and on Sundays and Holidays; Supplement to GC-58	C-2.4
SC-60	Permits; Supplement to GC-60	C-2.4

SC-10 SURVEYS

Delete Article 10.1 and **replace** with the following:

“An AutoCAD drawing containing horizontal control points (and coordinates) and Temporary Bench Marks (TBM’s) will be provided by the Engineer and confirmed by the Contractor, for reference throughout the project.”

Delete Article 10.2 and **replace** with the following:

“The Contractor shall establish and maintain survey control throughout the project and is responsible for construction layouts. All this work is subject to checking and continuous observation by the Engineer. The Engineer and/or Owner’s Representative, together with the Project Superintendent will review utility corridors, considering dig-safe markings and Contractor’s work plan.”

Delete Article 10.4 and **replace** with the following:

“The Contractor is responsible to protect and maintain TBM’s, layout and control points.”

SC-24 PAYMENTS TO CONTRACTOR

Delete paragraph 24.2 in its entirety and **replace** with the following concerning Retainage by Owner:

“24.2 Retainage by Owner. The Owner will retain a portion of the progress payment, each month, in accordance with the following procedures:

- a. Until the work is 50% complete, as determined by the Engineer, retainage shall be 10% of the monthly payments claimed.
- b. After the work is 50% complete, and provided the Contractor has satisfied the Engineer in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage, no further amount will be withheld, and the retained amount will remain at the same balance throughout the remainder of the project, unless drawn upon by the Owner in accordance with articles 19, 22, and 56.
- c. Upon substantial or final completion (as defined in article 25), the amount of retainage will be reduced to 2% of the total amount due the Contractor plus an additional retainage based on the Engineer's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid for out of retainage until the entire project is declared completed (See article 25). The final 2% retainage shall be held during the one-year warranty period and released only after the project has been accepted by the Owner.”

Add Article 24.7 as follows:

“The Contractor shall furnish the Owner with lien waivers from subcontractors and suppliers as evidence that all claims of the nature described in Paragraph 24.5 have been paid, discharged, or waived.”

SC-27 INSURANCE

Delete paragraph 27.1 in its entirety and **replace** with the following paragraph:

“27.1 The Contractor and all Subcontractors shall procure and shall maintain during the life of this Contract workmen's compensation insurance as required by applicable state law. The Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance. Limits of Liability: \$500,000 each accident;
 \$500,000 disease - policy limit;
 \$500,000 disease - each employee.”

Add the following to the end of Paragraph 27.2 of the General Conditions:

“Limits of liability for blasting or demolition or both shall be \$5,000,000 of personal injury and property damage liability insurance covering the permitted blasting operations, or such an amount as may be determined necessary by extraordinary circumstances. The Certificate shall name the City as an additional insured.”

Add the following after Paragraph 27.7 of the General Conditions:

“Contractor shall procure and maintain ‘All Risk’ type Builder’s Risk Insurance for Work to be performed. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, train and smoke during the Contract Time, and until the Work is accepted by the Owner. The policy shall name as insured the Contractor and Owner.”

Add the following after Paragraph 27.8 of the General Conditions:

“Article 27.9 The Contractor shall name the City of Portsmouth and the Engineer as an additional insured for their general liability and automobile liability policies.”

The City shall be listed as follows:

City of Portsmouth
Attn: Legal Department
1 Junkins Avenue
Portsmouth, NH 03801

Add the following after Paragraph 27.9 of the General Conditions:

“Article 27.10 Umbrella or excess liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.”

SC-33 AUTHORITY OF THE ENGINEER

Delete the second sentence of Article 33.1, beginning with "The Engineer shall give..."

Delete the last sentence of Article 33.1, beginning with "Any differences..."

SC-58 WORK PERFORMED AT NIGHT AND ON SUNDAYS AND HOLIDAYS

Add "Saturdays" to the Section Title and to Paragraph 58.1. **Add** the following sentence to the beginning of Paragraph:

"The Contractor's work hours shall be from 7:00 AM to 5:00 PM, Monday through Friday, unless authorized by the City of Portsmouth. Requests for adjustments in work schedule must be received a minimum of one week in advance. The City's list of holidays are included in Paragraph 58.3."

Add Paragraph 58.3.

"City Holidays includes New Year's Day, Dr. Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day.

SC-60 PERMITS

Add the following after Paragraph 60.1.g of the General Conditions:

- h. Building Permit (to be obtained from the City of Portsmouth Building Inspector's Office; Code Enforcement).
- i. Electrical Permit (to be obtained from the City of Portsmouth Building Inspector's Office; Code Enforcement).
- j. Plumbing Permit (to be obtained from the City of Portsmouth Building Inspector's Office; Code Enforcement).
- k. Excavation Permit, Blasting Permit, Drain Layers Permit (to be obtained from the City of Portsmouth Public Works Department).

END OF SECTION

City of Portsmouth, NH

UNION STREET AREA IMPROVEMENT PROJECT

PRE-BID MEETING

11:00 am February 16, 2023

Name	Company Name	Email	Phone
Caroline Brown	James Excavators	caroline@jamesexcavators.com	603 770 7352
David Fricc	North East Earth mechanics	Ryan@ncearth.com	603 435-7989
Riley Donovan Sctr Bonner	N. Granesse & Sons S.V.R. Construction, Inc	info@nugranese.com shonner@svrconstruction.com	781 592 8121 603 332 4554
Shannon Larocque	NHDES	Shannon.Larocque@desnh.gov	603 271-7007
Bob MacPeters	MAC	Bob@MACMETALS.NH.com	603 997 1026
Mark Schindler	LYNNWOOD CONST		603-524-4814