



City of Concord, New Hampshire

PURCHASING DEPARTMENT

CITY HALL, 41 GREEN STREET

CONCORD, NH 03301

(603) 225-8530

FAX: (603) 230-3656

May 28, 2008

ADDENDUM NUMBER TWO
RFP31-08
CONCORD MUNICIPAL AIRPORT
REQUEST FOR PRIVATE COMMERCIAL BUILDING DEVELOPMENT PROPOSALS
FOR CITY OWNED LAND LEASE

TO ALL FIRMS OF RECORD: This addendum forms a part of and modifies the proposal and contract documents and technical specifications for the project named above. The following additions, changes and clarifications are made to the original proposal documents:

- 1. Pre-Proposal Meeting Sign-in Sheet.** The sign-in sheet from the mandatory pre-proposal meeting conducted on May 27, 2008 at 10:00 am is attached for your review and records.
- 2. Clarification on Page 5, Paragraph 5, "turf parking lot for overflow automobile and fan parking lot".** These may or may not be paved and to the extent they meet the City's zoning specification requirements and are used to comply with the City's zoning parking requirements, the tenants of the buildings will have first priority for their use. This provision is intended for special events such as air shows and NASCAR races which may last for one day or up to one week. The occupants of the building would still have use of these spaces during working hours (7:00 AM to 6:00 PM). During the evenings and on weekends and holidays the spaces would be available to the occupants and event participants on a first come, first serve bases.
- 3. New Paragraph, Page 5. A paragraph should be inserted between paragraph 5 and 6 that reads:** It was noted that the NHCAP has a mobile trailer used as a remote office for off site exercises. The proposals will need to address providing an appropriate parking space to store this vehicle on site.

It should be noted that the NHCAP building was built in 1960 and the vacant one story building was built in 1955. The selected proposer will have to apply for demolition permits from the City Code Enforcement Office. Also because the buildings may be older than fifty (50) years and this land is part of the original airport controlled by the Federal Aviation Administration (FAA) and the relevant federal regulations, the two buildings may need to be documented by a qualified

historic professional and nominated to the National Register of Historic Places through the State Historic Preservation Office (SHPO) for a determination of eligibility. While it is unlikely the buildings would be determined to be eligible, if they are, mitigating steps may be required by SHPO prior to demolition.

4. Page 5, Paragraph 6. Delete “8 acres” and insert “4.2 acres”

5. Clarification on Page 6, II. Site Description. A digital copy of the site plan with existing conditions is available in PDF format. The PDF format does not allow additional information to be added to the site plan. The site is also available in AUTOCAD DWG format for proposers to prepare their presentation on if they so choose. The AUTOCAD DWG format does not have the existing features and if the proposer chooses to use this in preparing their proposal, they will need to insert the existing features information as well as their site and building improvements. The information provided in the PDF file site plan is not to be construed an accurate survey of existing conditions. The information provided in the PDF file site plan and the AUTOCAD DWG format is available for proposers to prepare conceptual plans to respond to the RFP. All locations and dimensions need to be confirmed by the successful selected proposer’s surveyor and/or engineers prior to submitting subdivision and site plans to the Planning Board.

6. Clarifications on Page 7

a. Size..... Delete “8 acres” and insert “4.2 acres”

b. Utilities..... Water A 4” water line services the New Hampshire Civil Air Patrol building from an 6” water line on the west side of Airport Road. A 12” water line traverses the southern corner of the property. Availability and water pressure should be adequate for the buildings domestic use and fire suppression by connecting to the 12” line. Proposers should check with Rob Young at the City’s General Services Office at (603) 230-3919 for further questions or clarifications.

c. Sewer. A sewer line services the New Hampshire Civil Air Patrol building. Proposers should check with Kevin Bartlett at the City’s General Services Office at (603) 230-3930 for further questions or clarifications. A 12” sewer line is available on the west side of Airport Road.

d. Natural Gas. Natural Gas is not connected to the NHCAP building but is available in a 60 pound line in the paved street on west side of Airport Road. Proposers should check with Jeff Morin at KeySpan/National Grid at (603) 222-3763 for further information about the potential use of the gas line.

Because the gas line and the sewer line are in a newly paved street, the City’s policy requires special conditions to cut and repair the pavement. Proposers should check with Edward Roberge, City Engineer, (603) 225-8520 for further information of what the special conditions would be to cut and repave to access the gas and sewer line.

7. Clarifications on Page 9. Delete the following paragraphs in their entirety:

- a. Construction Quality
- b. Taxiway and Apron
- c. Multiple Proposals

8. Clarifications on Page 10. Delete paragraphs G, H, I, and J in their entirety.

9. Clarifications on Page 11 and 12, VII. A. Delete paragraphs 1 and 3 in their entirety.

10 Clarifications on Page 15, XV. Payments.

a. Paragraph B. Renegotiation of Rents and Fees is deleted in its entirety and substituted with paragraphs B, C and D below:

(1) B. Renegotiation of Rents and Fees. The initial term of the lease shall be proposed in the response for a specific number of years with options to renew in specified increments for a proposed number of periods for up to a total not to exceed a specific number of years. The proposer shall provide a detailed explanation for the rationale behind the proposed initial lease period, the renewal increments and the total number of years.

(2) C. Real Estate Taxes. The proposal shall commit to pay all real estate taxes for the Municipal, School, County and State Education based on the full ad valorem assessed value regardless of private, public, or non-profit status of the tenants or owners of the property.

(3) D. Rent Escalation. The rent shall be adjusted each year of the proposed Agreement by the percentage change in the Consumer Price Index (U.S. Department of Labor: B.L. S.C.P.I. Urban Index, all items) for the 12 month period ending the preceding February. The increase in the rent and fees resulting from such increase is to be effective as of the first day of each successive one (1) year period.

b. XVII. Timetable for Submission. Delete "May 2, 2008" and insert "June 10, 2008"

11. Clarifications on Page 16.

- a. Paragraph B. 2. Delete "Personal" and insert "Business " financial statements
- b. Paragraph C. 6. Delete in its entirety

12. Clarification on Page 17.

- a. Paragraph C, 10. Delete "hangar units" and insert "rental units"
- b. Paragraph F, 7. Delete in its entirety

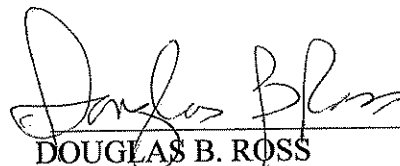
13. Clarifications on Page 24.

- a. EXCLUSIVITY: Delete in its entirety
- b. COSTS: Delete in its entirety
- c. AUDIT: Delete in its entirety
- d. INSPECTION AND EVALUATION: Delete in its entirety

14. Clarifications on Page 28. Please remove page 28 and insert the attached Revised Proposal Sheet.

PLEASE BE ADVISED THAT THE PROPOSER MUST ACKNOWLEDGE RECEIPT OF ADDENDUM ONE AND TWO ON THE PROPOSAL SHEET SIGNATURE PAGE.

CITY OF CONCORD, NEW HAMPSHIRE



DOUGLAS B. ROSS
PURCHASING AGENT

REVISED PROPOSAL SHEET

RFP31-08

Concord Municipal Airport

Request for Private Commercial Building Development Proposals
For City Owned Land Lease

A. RENTS AND FEES In consideration for the rights and privileges granted by the proposed Agreement, I/We, _____ agree to pay to the City of Concord during the term of the proposed Agreement the following:

1.

a. A rental fee of \$ _____ per square foot for _____ number of square feet or
\$ _____, (_____ dollars)
(Figures) (Written)

per annum for all leased land area including vehicle parking .
(Figures)

This fee is payable in monthly installments in advance. (*)

b. Rent Escalation. The rent shall be adjusted each year of the proposed Agreement by the percentage change in the Consumer Price Index (U.S. Department of Labor: B.L. S.C.P.I. Urban Index, All Items) for the 12-month period ending the preceding February. The increase in the rent and fees resulting from such increase is to be effective as of the first day of each successive one (1) year period.

2. Real estate taxes at the City's annual tax rate for all land leased including vehicle parking.

3. A five (5) percent penalty fee for late payments shall be assessed on the fifteenth (15th) day after the payment is due plus 1.5% each month thereafter. One hundred and twenty (120) days in arrears shall be cause for termination.

B. REAL ESTATE TAXES The successful lessee commits to pay all real estate taxes for the Municipal, School, County and State Education based on the full advalorem assessed value regardless of private, public, or non-profit status of the tenants or owners of the property.

C. TERM - The term of this Agreement shall be for _____ years.

(*) The minimum fee proposal is required if payment based on percentage of gross annual revenues is proposed.

THE UNDERSIGNED ACKNOWLEDGES AND AGREES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS PROPOSAL
2. THE RECEIPT OF THE FOLLOWING ADDENDA _____
3. THE FIRM SUBMITTING THIS PROPOSAL HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT
4. TO PAY THE ABOVE SCHEDULE OF PAYMENTS IF SELECTED TO BE THE LAND LESSEE FOR THE CONCORD MUNICIPAL AIRPORT.

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

WITNESS SIGNATURE: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PAYMENT TERMS AND CONDITIONS: _____

LENGTH OF WARRANTY PERIOD: _____

WARRANTY COVERAGE, i.e. Parts, Labor, Travel: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Agent
41 Green Street
Concord, NH 03301
603-225-8530
603-230-3656 (Fax)
dross@onconcord.com

Due Date/Time: June 10, 2008 Not Later Than 2:00 PM