

ADDENDUM NO. 1
TO
BIDDING AND CONTRACT
REQUIREMENTS AND SPECIFICATIONS
FOR THE
SACO AND GOODWIN AVENUE
SEWER AND WATER IMPROVEMENTS
WP PROJECT NO. 21566/21631

5/29/2024



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**SACO AND GOODWIN AVENUE
SEWER AND WATER IMPROVEMENTS**

ADDENDUM NO. 1

WP PROJECT NO. 21566/21631

As a point of clarification, it should be understood that the Contract Documents govern all aspects of the project. Discussions held over phone or email are informal and informational only. All official changes to the Contract Documents are made only by addenda. The following changes and additional information are hereby made a part of the Contract Documents:

GENERAL CLARIFICATIONS

1. **Bids will be received at the Old Orchard Beach Town Hall – Office of the Town Manager located at 1 Portland Avenue by 2:00 p.m. on Thursday, June 20, 2024.** Bids will be publicly opened and read aloud in the Town Council Chambers at that time.
2. The selected Contractor shall coordinate the contract start time with the Town prior to issuance of the Notice to Proceed. Both parties must accept the contract start time prior to issuing the Notice to Proceed. The contract duration will have the following conditions:
 - a. The work will be substantially complete on or before May 9, 2025, and will be completed and ready for final payment on or before May 23, 2025.
 - b. The Owner will allow one winter shutdown period, if the contractor chooses to do so. Winter shutdown shall mean that no work activity will be occurring onsite. Contractor shall continue work on a normal work schedule outside of the winter shutdown period.
 - c. If the Contractor chooses to de-mobilize equipment during the winter shutdown period, it should be noted that the Town will not pay for a second Mobilization/Demobilization of equipment.
 - d. Roadway conditions and sidewalk conditions shall be acceptable to the Town and the Engineer during any winter shutdown period. The Contractor shall coordinate a walkthrough with the Public Works Director and the Engineer prior to winter shutdown to ensure the roadway and sidewalks are acceptable to both Public Works Director and Engineer.
 - e. No material shall be stored in the roadway or sidewalks during the winter shutdown period.
 - f. It will be the responsibility of the contractor to ensure that erosion and sedimentation controls are maintained during any winter shutdown period.

SPECIFICATIONS

1. Specification Section 00100 – Advertisement for Bid, **DELETE** Advertisement for Bid in its entirety, and **REPLACE** with the attached Advertisement for Bid.
2. Specification Section 00410 – Bid Form, **DELETE** Bid Form in its entirety, and **REPLACE** with the attached Bid Form.

3. Specification Section 00520 – Agreement Between Owner and Contractor for Construction Contract, **DELETE** section 4.02.A., and **REPLACE** with the following:

4.02 Contract Times: Dates

- A. The Work will be substantially complete on or before **May 9, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **May 23, 2025**.

4. Specification Section 01010B – Summary of Work, **ADD** the following immediately after section 3.3.D.1:

E. Winter Shutdown Period:

1. All streets shall be paved prior to any “winter shutdown period”. Any temporary pavement placed prior to winter shutdown shall be removed during the following construction season.
2. Prior to the winter season , the Contractor shall hold a meeting with the Engineer and the Owner to ensure the roadway is in a condition satisfactory from a maintenance standpoint for the winter season, and which has met requirements of the specifications.
3. If the contractor elects to take a winter shutdown period, sections of roadway which have been disturbed for utility installation shall be temporarily paved with a minimum of 2” thick asphalt. Cold patch can be used for trenches but is not permitted to be used for full width roadway paving. Areas under active construction that are not temporarily paved will be the responsibility of the contractor to maintain, including snow removal.
4. The Contractor shall be responsible for snow plowing on the sections of roadways actively under construction unless the road is stabilized to a condition that is acceptable to the Public Works Director. The Contractor will be responsible for coordinating with the Public Works Director a minimum of 48-hours prior to a plowable storm event to ensure the condition of the roadway is acceptable to the Public Works Director for plowing. The Contractor shall ensure that all roadways and sidewalks are accessible and in a plowable condition. The Contractor is responsible for maintaining the construction site. The Town will not be responsible for any damage done during plowing operations to roadway or sidewalk materials, castings, curbing, or any other interim construction features caused by improper or unprotected conditions.

5. Specification Section 01150B – Measurement and Payment, **ADD** the following bid items immediately following Bid Item 33:

(34), (34A) & (19.A1) – Temporary Pavement (2” Min. Thick Asphalt)

- A. Method of Measurement: Temporary pavement measured for payment under this item shall be the actual number of tons of 2” thick asphalt placed at the direction of the Engineer, calculated as described below, within the payment limits shown on the Drawings.

1. Temporary pavement considered for payment will only be pavement placed at the direction of the Engineer, and prior to a winter shutdown period if the contractor elects to do so. If the contractor does not elect to take a winter shutdown, temporary pavement will not be required.
 2. The conversion factor to change volume of bituminous concrete pavement measured in place to tons will be 0.055 tons per square yard per inch of thickness.
 3. Temporary pavement placed after the winter shutdown period will not be considered for payment.
- B. Basis of Payment:
1. The contract unit price per ton for temporary pavement installed shall be full compensation for all labor, materials, and equipment necessary to complete this work including supply, delivery, and installation of temporary pavement to a minimum of 2” thickness, maintenance of temporary pavement during winter shutdown, application of tack coat, regrading of subbase gravel materials, replacement of unsuitable or frozen subbase gravel materials, and all else incidental thereto for which payment is not provided under other items. No additional payment will be made to the contractor for repair work done by him in maintaining temporary pavement.
 2. Removal of temporary payment shall be considered incidental to this item.
 3. Maintenance of areas under active construction will be the responsibility of the contractor per Specification Section 01010 – Summary of Work. This includes snow removal.

END OF ADDENDUM NO. 1

SECTION 00100ADVERTISEMENT FOR BIDS**TOWN OF OLD ORCHARD BEACH, MAINE
SACO AND GOODWIN AVENUE SEWER AND WATER IMPROVEMENTS****General Notice**

The Town of Old Orchard Beach (Owner) is requesting Bids for the construction of the following Project:

Saco and Goodwin Avenue Sewer and Water Improvements

Bids for the construction of the Project will be received at the **Old Orchard Beach Town Hall – Office of the Town Manager** located at **1 Portland Avenue**, until **June 20, 2024 at 2:00 P.M.** local time. At that time the Bids received will be **publicly** opened and read aloud in the Town Council Chambers.

The Project includes the following Work:

Replacement of approximately 1360 linear feet of sewer main on Saco Avenue, Goodwin Avenue, and Macarthur Avenue including existing sewer and sewer manhole removal, and installation of new sewer main, sewer services, sewer manholes, base gravels, bituminous curbing, and trench paving.

The water main scope includes installation of approximately 280 linear feet of 8-inch ductile iron water main on Goodwin Avenue in Old Orchard Beach. The Contractor shall install materials furnished by the Owner. Owner furnished material includes water main pipe and fittings, valves, service pipe, curb stops, corporation stops, valve and service boxes, polywrap, brass wedges, and pipe adapters.

Bid Alternate A work includes replacement of approximately 510 linear feet of sewer main on Saco Avenue (from SMH-243 to SMH-811) and Holland Avenue (from SMH-247 to SMH-243) including existing sewer and sewer manhole removal, and installation of new sewer main, sewer services, sewer manholes, base gravels, bituminous curbing, and trench paving.

Obtaining the Bidding Documents

The Issuing Office is Wright-Pierce. Information and Bidding Documents for the Project can be found at the following designated website: <https://www.wright-pierce.com/projects>

Bidding Documents may be downloaded from the designated website at a cost of **\$65** per download.

To be considered a responsive Bidder, the Bidder shall have obtained at least one set of Bidding Documents from the Issuing Office using the name that is to appear on the Bid Form. The designated website will be updated periodically with addenda, lists of plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website. It is the Bidder's responsibility to check the designated website for addenda.

This Advertisement is issued by:

Owner: **Town of Old Orchard Beach**

By: **Diana Asanza**

Title: **Town Manager**

Date: **May 29, 2024**

END OF SECTION

SECTION 00410BID 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:

Town of Old Orchard Beach, 1 Portland Avenue, Old Orchard Beach, ME 04064

Saco and Goodwin Avenue Sewer and Water Improvements

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 or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data;

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES*Base Bid Items*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum, unit price and allowance items.
- 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 (estimated "**").

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization (10% Max of Total Amount of Bid)	LS	1	\$	\$
2	Traffic Control and Regulation	LS	1	\$	\$
3	Erosion and Sedimentation Control	LS	1	\$	\$
4	Ledge Excavation, Disposal, and Replacement Backfill – Town	CY	125*	\$	\$
4A	Ledge Excavation, Disposal, and Replacement Backfill – Water	CY	25*	\$	\$
5	Replacement of Unsuitable Material Above Pipe Bedding and Initial Backfill – Town	CY	100*	\$	\$
5A	Replacement of Unsuitable Material Above Pipe Bedding and Initial Backfill – Water	CY	50*	\$	\$
6	Earth Excavation Below Grade and Replacement Backfill – Town	CY	100*	\$	\$
6A	Earth Excavation Below Grade and Replacement Backfill – Water	CY	25*	\$	\$
7	Removal of Existing Pavement – Town	SY	1600	\$	\$
7A	Removal of Existing Pavement – Water	SY	300	\$	\$
8	Removal and Disposal of Asbestos Cement Pipe	LF	1300	\$	\$
9	Abandon Sewer Pipe with Flowable Fill	LS	1	\$	\$
10	Supply & Installation of 8" PVC Sewer	LF	1360	\$	\$
11	Supply & Installation of Sewer Service Connections	LF	425	\$	\$
12	Supply & Installation of 4' Sewer Manholes	VF	48	\$	\$
13	Supply & Installation of 5' Sewer Manholes	VF	12	\$	\$
14	Supply & Installation of 6' Sewer Manholes	VF	8	\$	\$
15	SMH-242 Re-mortar Joints and Raise Frame and Cover to Grade	LS	1	\$	\$
16	Aggregate Base (Type A Gravel) – Town	CY	140	\$	\$
16A	Aggregate Base (Type A Gravel) – Water	CY	20	\$	\$
17	Aggregate Subbase (Type D Gravel) – Town	CY	480	\$	\$
17A	Aggregate Subbase (Type D Gravel) – Water	CY	115	\$	\$
18	Binder Paving (19.0 mm HMA) – Town	TON	130	\$	\$
18A	Binder Paving (19.0 mm HMA) – Water	TON	35	\$	\$
19	Surface Paving (12.5 mm HMA) – Town	TON	110	\$	\$
19A	Surface Paving (12.5 mm HMA) – Water	TON	25	\$	\$
20	Surface Paving (9.5 mm HMA) on Saco Ave Sidewalk	TON	20	\$	\$
21	Supply & Installation of Bituminous Curbing	LF	330	\$	\$
22	Loam and Seed	LS	1	\$	\$

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
23	Driveway Pavement (9.5 mm HMA)	TON	15	\$	\$
24	Test Pit Excavation and Backfill – Town	EA	6*	\$	\$
24A	Test Pit Excavation and Backfill – Water	EA	2*	\$	\$
25	Install 12-inch Ductile Iron Water Main	LF	20	\$	\$
26	Install 8-inch Ductile Iron Water Main	LF	260	\$	\$
27	Install 6-inch Ductile Iron Water Main	LF	10	\$	\$
28	Install 1-inch Copper Service Pipe	LF	40	\$	\$
29	Install 12-inch Gate Valve and Valve Box	EA	2	\$	\$
30	Install 8-inch Gate Valve and Valve Box	EA	2	\$	\$
31	Install 1-inch Corporation Stop and Tap	EA	2	\$	\$
32	Install 1-inch Curb Stop and Box	EA	2	\$	\$
33	Install Hydrant Assembly	EA	1	\$	\$
34	Temporary Pavement (2" Min. Thick Asphalt)	TON	110	\$	\$
34A	Temporary Pavement (2" Min. Thick Asphalt)	TON	35	\$	\$
Total Base Bid					\$

* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities constructed.

3.02 Bid Alternates

A. Bidder will complete the Work in accordance with the Contract Documents for the following bid alternate items.

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Amount
1.A1	Traffic Control and Regulation	LS	1	\$	\$
2.A1	Erosion and Sedimentation Control	LS	1	\$	\$
3.A1	Ledge Excavation, Disposal, and Replacement Backfill	CY	10*	\$	\$
4.A1	Replacement of Unsuitable Material Above Pipe Bedding and Initial Backfill	CY	40*	\$	\$
5.A1	Earth Excavation Below Grade and Replacement Backfill	CY	40*	\$	\$
6.A1	Removal of Existing Pavement	SY	350	\$	\$
7.A1	Removal and Disposal of Asbestos Cement Pipe	LF	510	\$	\$
8.A1	Supply & Installation of 8" PVC Sewer	LF	510	\$	\$
9.A1	Supply & Installation of Sewer Service Connections	LF	140	\$	\$
10.A1	Supply & Installation of 4' Sewer Manholes	VF	4	\$	\$
11.A1	Supply & Installation of 5' Sewer Manholes	VF	6	\$	\$
12.A1	Aggregate Base (Type A Gravel)	CY	40	\$	\$
13.A1	Aggregate Subbase (Type D Gravel)	CY	120	\$	\$
14.A1	Binder Paving (19.0 mm HMA)	TON	35	\$	\$
15.A1	Surface Paving (12.5 mm HMA)	TON	30	\$	\$

16.A1	Supply & Installation of Bituminous Curbing	LF	160	\$	\$
17.A1	Loam and Seed	LS	1	\$	\$
18.A1	Driveway Pavement (9.5 mm HMA)	TON	10	\$	\$
19.A1	Temporary Pavement (2" Min. Thick Asphalt)	TON	30	\$	\$
Alternate A – Add Sewer Replacement on Saco Avenue from SMH-811 to SMH-243 and on Holland Avenue from SMH-243 to SMH-247					\$

3.03 *Total Bid (Base Bid Plus All Bid Alternates)*

Total Bid (Total of all Lump Sum and Unit Price Bids)	\$
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ARTICLE 4—DELETED

ARTICLE 5—DELETED

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 Deleted.
- 6.03 Deleted.
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *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.

7.02 *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.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *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, including all American Iron and Steel requirements.
 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.

8.02 *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) _____

END OF SECTION