

## ADDENDUM NO. 1

**NOTICE is hereby given to prospective Bidders** of the following information, clarifications, and modifications to the Bidding Documents. The Bidding Documents remain unchanged except for modifications specifically indicated under Modifications. Bidders must acknowledge receipt of this Addendum in the Bid Form and comply with the requirements for submission of Bids as set forth in the Bidding Documents.

### **INFORMATION**

A non-mandatory pre-Bid conference was held at 11:00 a.m., local time on October 15, 2024, in the Community Room at the Old Orchard Beach Police Department located at 16 Emerson Cummings Blvd., Old Orchard Beach, ME 04064. Attached is a copy of the pre-Bid conference sign-in sheet.

### **MODIFICATIONS**

**NOTICE is hereby given that the Bidding Documents have been modified as follows.**

Individual replacement pages are issued herewith, have an Issue Date of October 17, 2024, contain reference to “ADDENDUM NO. 1” in the footer, and text changes identified by double-underline for additions and ~~Strikeout~~ for deletions.

<b>Replacement pages (with text changes shown)</b>	<b>Pages provided for purposes of double-sided printing only (reverse side of page with no changes) or only page endings revised</b>
00 11 16-1	00 11 16-2
00 43 40-1	00 43 40-2
01 11 00-2	01 11 00-1
10 14 00-3	10 14 00-4

**The following section(s) are reissued herewith in their entirety**, have an Issue Date of October 17, 2024, contain(s) reference to “ADDENDUM NO. 1” in the footer, and text changes identified by double-underline for additions and ~~Strikeout~~ for deletions.

<b>Reissued Sections (with text changes shown)</b>	<b>Number of Pages</b>
Section 00 52 10, AGREEMENT FORM	8

**Individual Drawings as identified below are reissued herewith**, have a revision date of October 17, 2024 in the revision block **with changes encircled by “clouds”** and designated as “ADDENDUM NO. 1”.

Drawing No. G-000, COVER

**The following new Drawing(s) are herewith added**, have an issue date of October 17, 2024 and designated as “ADDENDUM NO. 1”.

Drawing No. C-401, PLANTING PLAN – 1

Drawing No. C-402, PLANTING PLAN – 2

This Addendum and items listed above are provided to Bidders in a single Portable Document Format (.PDF) on the website indicated in the email notice. **BIDDERS ARE REQUESTED TO ALLOW FOR ELECTRONIC “READ RECEIPT” AND CONFIRM RECEIPT OF THE ELECTRONIC FILE VIA A REPLY EMAIL.**

**Prepared and Issued by Woodard & Curran (Engineer) on behalf of Owner:**

Town of Old Orchard Beach



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Canton, Massachusetts 02021  
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**PRE-BID MEETING**  
**VETERANS MEMORIAL PARK IMPROVEMENTS PROJECT**

October 15, 2024, 11:00 AM  
Old Orchard Beach Police Department, 16 Emerson Cummings Blvd.

**PRE-BID CONFERENCE SIGN-IN SHEET**

**Sign-In:**

<b>Name</b>	<b>Affiliation</b>	<b>Email &amp; Phone Contact Information</b>
Sulo Burbank	R.J. Grondin & Sons	<a href="mailto:s.burbank@rjgrondin.com">s.burbank@rjgrondin.com</a> 207-854-1147
Chris White	Town of Old Orchard Beach	<a href="mailto:cwhite@oobmaine.com">cwhite@oobmaine.com</a> 207-934-2250
Brent Bridges	Woodard & Curran, Inc.	<a href="mailto:bbridges@woodardcurran.com">bbridges@woodardcurran.com</a> 207-558-3807
Caitlin Suhr	Woodard & Curran, Inc.	<a href="mailto:csuhr@woodardcurran.com">csuhr@woodardcurran.com</a> 207-558-3707

## SECTION 00 11 16

### INVITATION TO BID

The Town of Old Orchard Beach (Owner) invites Bidders to submit sealed Bids for The Veterans Memorial Park Site Improvements Project, which includes: walkways, lighting, landscaping, irrigation, flagpoles, signage, retaining walls, and recreational court; and all materials and equipment, construction, and services inherent to the Work.

The base bid Work shall be substantially complete by Monday, May 26, 2025 (Memorial Day) and completed and ready for final payment within 30 calendar days from Substantial Completion. If awarded, Alternate 1 and Alternate 2 shall be substantially complete by November 15, 2025, and completed and ready for final payment within 30 calendar days from Substantial Completion.

The resulting Contract for the Project is specifically subject to the laws of the State of Maine (Revised Statutes Annotated).

**Bidding Documents may be obtained electronically at no cost for examination and use on or after October 4, 2024 at 5:00 p.m.** by registering with the Engineer's bidding team (Issuing Office) via email at [epetersson@woodardcurran.com](mailto:epetersson@woodardcurran.com) and [csuhr@woodardcurran.com](mailto:csuhr@woodardcurran.com), subject line "**OOB Veterans Memorial Park Site Improvements Project**" to obtain the Bidding Documents and other related public information. Instructions for downloading the Bidding Documents and accessing other related public information will then be provided by email. Documents from third parties are not considered official Bidding Documents.

**A non-mandatory pre-Bid conference will be held** at 11:00 a.m. local time **on October 15, 2024** in the Community Room at the Old Orchard Beach Police Department located at 16 Emerson Cummings Blvd, Old Orchard Beach, ME 04064. A site visit will follow, weather permitting. Bidders are encouraged to attend and participate in the conference.

**Sealed Bids will be received until 11:00 a.m. local time on October 28, 2024** by Owner at 1 Portland Avenue, Old Orchard Beach, ME 04064, Attention: Diana Asanza, Town Manager. Bids will then be publicly opened and read aloud. Bids received after the time of announced opening will not be accepted.

Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, Bidding Documents or any portion thereof provided by third parties, or for modifications to the Bidding Documents not made by official Addenda, including electronic conversion.

Bid security in the amount of 5 percent of the Bid must accompany the Bid in accordance with the Instructions to Bidders.

Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, not to be responsive or

responsible or not to meet the specified qualification or quality requirements, based on poor references or otherwise. Owner may also reject the Bid of any Bidder if Owner reasonably believes that it would not be in the best interest of the Project or the public to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work. Award is subject to available funding.

**END OF SECTION**

**SECTION 00 43 40**

**INFORMATION, SCHEDULES AND DATA**

**Bidder has submitted the following items with its Bid.**

**SCHEDULE**

Provide a proposed Project Schedule based on a Notice to Proceed on approximately ~~January 1, 2025~~ November 15, 2024, and substantial completion of the base bid work by May 26, 2025 (Memorial Day), and substantial completion of Alternates 1 and 2 by November 15, 2025. The schedule shall be presented in sufficient detail for the Owner to evaluate the Bidder's ability to perform the Work within the Contract Times and shall include:

- **milestones related to submittal schedules & material/equipment procurement/order placement;**
- milestones related to construction and checkout & functional testing; and
- sequencing to limit impacts from construction.

CERTIFIED BY BIDDER ON:
By:
<i>Authorized person</i>

**END OF SECTION**

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## SECTION 01 11 00

### SUMMARY OF WORK

#### PART 1 – GENERAL

##### 1.01 SECTION INCLUDES

- A. Project Description
- B. Description of the Work

##### 1.02 PROJECT DESCRIPTION

- A. The Project is generally described as the Veterans Memorial Park Site Improvements Project.

##### 1.03 DESCRIPTION OF THE WORK

- A. The Work includes labor, material and equipment, services required for construction, testing, and commissioning of the Project in accordance with the Contract Documents and as more specifically described in the Specifications and Drawings and includes, but is not limited to, the following principal features.
  - 1. Stonedust walkways throughout the park
  - 2. Stairs and accessible walkway at the existing memorial
  - 3. A new walkway entrance to the park including concrete sidewalk, seat walls, and retaining walls
  - 4. A new Petanque Court
  - 5. Exterior lighting
  - 6. Landscaping
  - 7. Extension of existing irrigation system
  - 8. Electrical supply for lighting and power outlets
  - 9. Drainage
  - 10. Relocation of existing site features
  - 11. and all material and equipment, construction and services inherent to the Work.
  - 12. Alternates (if awarded by Owner)



- Alternate 1: provide a new sidewalk along ~~Union Avenue~~ Staples Street as shown on the Drawings
- Alternate 2: Change walkway material throughout the park from stonedust to concrete.

B. Work Site locations: generally as shown on the Drawings

#### 1.04 WORK SEQUENCE AND COORDINATION

A. Sequence

1. Sequence Work to minimize shutdowns and reflect sequencing in the construction schedule.

B. Coordination

1. Coordinate Work with the Town and provide public notice, as required.
2. Maintain access to facilities for the Owner throughout the Project.
3. Coordinate with and pay for the electric utility to provide required electrical work at the park.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

Parameter	Value
Number of Signs	2
Type	Rectangular With Cut Aluminum
Text	Veteran's Memorial Park
Letter Text Size	2-inch
Length	45-inches
Height	15-inches
Material	Aluminum w/ Polyethylene Core
Thickness	1/8"
Weight	3.55 kg/m <sup>2</sup>
Sign #1 Mounting Wall Radius	10-feet
Sign #2 Mounting Wall Radius	15-feet
<u>Thermal Expansion</u>	<u>2.4mm/m @ 100-C</u>
<u>Paint Thickness</u>	<u>20 Microns</u>
<u>Finish</u>	<u>Brushed Aluminum</u>
Impact Strength	45 kg/cm <sup>2</sup>

1. Provide Overhead Entrance Sign with the following Design Criteria:

Parameter	Value
Number of Signs	1
Type	Metallic Overhead "Ranch" Entrance Sign
Text	Veteran's Memorial Park
Letter Text Size	6-inch
Color	Black
<u>Letter Color</u>	<u>White</u>
Minimum Height	10-feet
Minimum Width	11-feet
<u>Arch Height</u>	<u>15-inches</u>
Minimum Thickness	1/4-inch
Material	Painted Structural Steel
Support	Free-Standing <u>8" round pole with flat caps</u>
Wind Load	120 mph
Paint Thickness	20 Microns <u>Semi-Gloss</u>

## 2.03 MATERIALS

### A. Wall Mounted Entrance Sign

1. Provide signs of a composite of two pre-painted .15 mm aluminum panels bonded to a solid polyethylene core.

### B. Walkway Overhead Entrance Sign

1. Provide signs of a composite of painted steel with a corrosion resistant powder-coated or weather resistant coatings.
2. Fasteners and fittings to be provided with minimum 304 Stainless Steel.

## 2.04 FABRICATION

- A. Fabricate Work to be straight, plumb, level, and square with smooth flat surfaces and sharp corners, except where indicated otherwise. Precisely form Work to sizes, shapes, and profiles indicated on approved Shop Drawings. Fabricate metal Work with uniform, invisible joints and lettering with laser cutting.

## 2.05 MANUFACTURERS

- A. For each type of material required for the Work of this section, provide primary materials that are the products of one manufacturer. Provide secondary materials that are acceptable to the manufacturers of the primary materials
  1. Grimco Maxmetal supplied by Signarama of Saco, ME
  2. Engineer Approved Equal

## 2.06 SOURCE QUALITY CONTROL

- A. Provide in accordance with Division 01 General Requirements.

## PART 3 – EXECUTION

### 3.01 INSPECTION

- A. Installer to examine substrates, supports, and conditions under which Work is to be performed and notify Contractor, in writing, of conditions detrimental to completion of Work. Do not proceed with Work until unsatisfactory conditions are corrected. Beginning Work means installer accepts substrates and conditions

### 3.02 INSTALLATION

- A. Comply with manufacturer's instructions and recommendations, except where more restrictive requirements are specified. Install Work plumb, level, in true plane alignment. Provide signs and graphics where shown or schedule using mounting methods indicated.

### 3.03 TOLERANCES

- A. The following allowable installed tolerances are allowable variations from locations and dimensions indicated and cannot be added to allowable tolerances indicated for other Work

## SECTION 00 52 10

### AGREEMENT FORM

THIS AGREEMENT is by and between The Town of Old Orchard Beach (“Owner”) and \_\_\_\_\_ (“Contractor”). Owner and Contractor hereby agree as follows.

#### ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as upgrades to the Veterans Memorial Park that include new walkways, lighting, memorial area, flagpoles, and recreational court.
- 1.02 The Work includes the principal features specified in Section 01 11 00 – Summary of Work.

#### ARTICLE 2 – THE PROJECT

- 2.01 The Project under the Contract Documents is generally known as “Veteran’s Memorial Park Project”.

#### ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Woodard & Curran, Inc. (Engineer), which 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 *Substantial Completion and Final Payment*
- A. The base bid Work shall be substantially complete ~~within~~ by May 26, 2025 (Memorial Day), and the Alternate 1 and 2 Work shall be substantially complete by November 15, 2025, as provided in Paragraph 2.03 of the Standard General and Supplementary Conditions and completed and ready for final payment, in accordance with Paragraph 14.07 of the Standard General Conditions, 30 calendar days from the issuance of Substantial Completion.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General Conditions and Supplementary Conditions, if any. 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** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$500** for each day that expires after the time specified in Paragraph 4.02 above 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 Paragraph 5.01.A below based on unit pricing stated in Contractor’s Bid attached hereto:

**TOTAL PRICE \*INCLUDING ALTERNATE #1 and #1**  
 [IN WORDS] Dollars and [IN WORDS] Cents

[\$[DOLLAR AMOUNT]]

- A. Unit Prices have been computed in accordance with Paragraph 11.03.A of the Standard General Conditions and Supplementary Conditions, if any.
- B. The prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the Standard General Conditions and Supplementary Conditions, if any, estimated quantities are not guaranteed (except for those that may be estimated by the Contractor), and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the Standard General Conditions and Supplementary Conditions, if any. Final payment for unit price items will be based on actual quantities determined and based on the unit prices in the Bid Form.
- C. When the accepted quantity of any item of Unit Price Work performed by the Contractor (as measured in accordance with 9.07 of the General and Supplementary Conditions, if any) differs from the estimated quantity indicated in the attachment(s) to this Agreement for an item of Unit Price Work, no adjustment or allowance will be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly or indirectly from such increased or decreased quantities, or from

unbalanced allocation of overhead expense among the Unit Price Work items on the part of the Contractor, or subsequent loss of expected reimbursements therefor.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Standard General Conditions and Supplementary Conditions, if any. Applications for Payment will be processed by Engineer as provided in the Standard General Conditions and Supplementary Conditions, if any, and the General Requirements.

### 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 each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the Standard General Conditions and Supplementary Conditions, if any, (and in the case of Unit Price Work based on the number of units completed).

- 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, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the Standard General Conditions and Supplementary Conditions, if any, and additional retainage allowed by Laws and Regulations.

- a. Progress Payments of 90 percent for Work completed (with the balance of 10 percent being retainage).

90 percent of cost of materials and equipment not incorporated in the Work (with the balance of 10 percent being retainage).

- 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed (with the balance of 5 percent being retainage), less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and Supplementary Conditions, if any, and less the Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected (Punch List) attached to the certificate of Substantial Completion and subject to Paragraph 14.04 of the General Conditions and Supplementary Conditions, if any.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General and Supplementary Conditions, if any, 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 and Supplementary Conditions, if any, shall bear interest comparable to current short term lending rates in the state where the Project is located or allowed by Laws and Regulations. Interest shall not be accrued on retainage.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS AND CERTIFICATIONS**

- 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 relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
  - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 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.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 The Contractor certifies, under the penalties of perjury, that:

- A. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:
  - 1. “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 or in the Contract execution;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

8.03 The representations and certifications Contractor submitted with its Bid shall remain valid during the period of this Agreement.

8.04 Contractor agrees to incorporate the applicable provisions of the Contract Documents into all subcontracts and Purchase Orders so that such provisions will be binding upon each Subcontractor or Supplier.



## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement and attachments

#### ***COMPLETE LISTING AFTER AWARD***

- Bid Form (submitted by XXXX and dated XXX)
- Bid Supplements and attachments

- Performance Bond
- Payment Bond
- Insurance certificates
- *List others*

2. Forms listed in 00 60 00

3. Standard General Conditions in Section 00 72 05

4. Supplementary Conditions as listed in Section 00 01 10, Table of Contents

5. General Requirements and Specifications as listed in Section 00 01 10, Table of Contents

6. Drawings as listed in Section 00 01 15, List of Drawing Sheets

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed
- b. Work Change Directives
- c. Change Orders

B. The documents listed in Paragraph 9.01.A are attached to this Agreement and made a part hereof.

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 3.04 of the Standard General Conditions and Supplementary Conditions, if any.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the Standard General Conditions and Supplementary Conditions, if any.

10.02 *Assignment of Contract*

- A. 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.

*SIGNATURES APPEAR ON THE FOLLOWING PAGE*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

**OWNER:**  
Town of Old Orchard Beach

**CONTRACTOR:**  
NAME (Click or tap here to enter text.)

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

License No. \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Address for giving notices:

Address for giving notices:

Agent for service of process:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

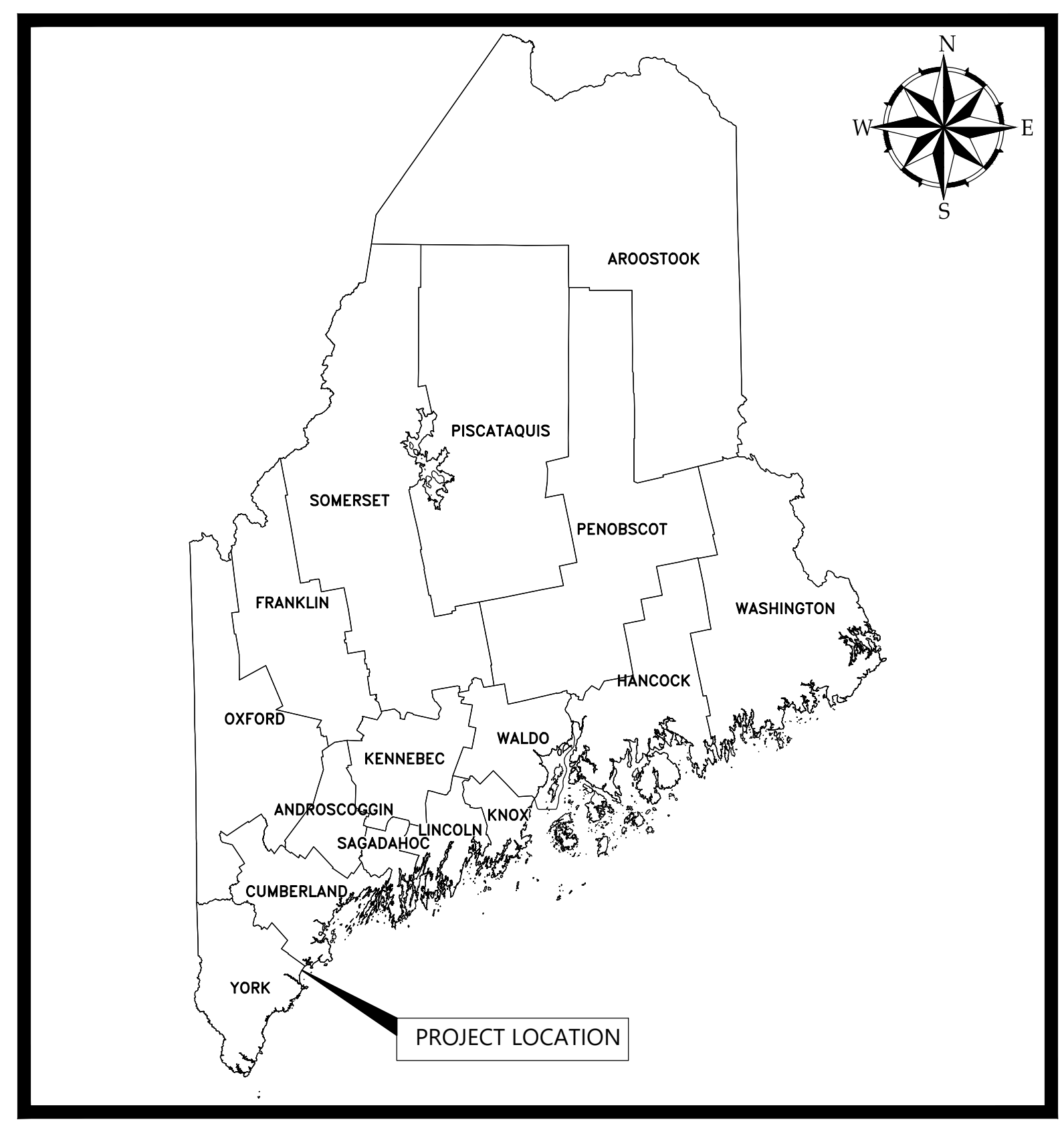
**END OF SECTION**

# TOWN OF OLD ORCHARD BEACH

# OLD ORCHARD BEACH, MAINE

## VETERANS MEMORIAL PARK SITE IMPROVEMENTS

ISSUED FOR BID  
OCTOBER 2024



PROJECT LOCATION MAP

SHEET INDEX	
SHEET NO.	SHEET NAME
G-000	COVER
G-001	LEGEND & ABBREVIATIONS
G-002	NOTES
C-100	EXISTING CONDITIONS
C-101	SITE PREPARATION, DEMOLITION, & EROSION CONTROL PLAN
C-200	SITE LAYOUT & MATERIALS PLAN
C-300	OVERALL GRADING, DRAINAGE & UTILITY PLAN
C-301	GRADING & DRAINAGE PLAN - 1
C-302	GRADING & DRAINAGE PLAN - 2
C-303	GRADING, DRAINAGE, AND LAYOUT PLAN FOR BID ALTERNATE 1
C-401	PLANTING PLAN - 1
C-402	PLANTING PLAN - 2
C-900	DETAILS - 1
C-901	DETAILS - 2
C-902	DETAILS - 3
E-001	ELECTRICAL LEGEND
ED-200	SELECTIVE SITE DEMO PLAN
E-200	NEW LIGHTING SITE PLAN
E-201	SITE POWER PLAN
E-601	WIRING DIAGRAMS AND SCHEDULES
E-801	DETAILS

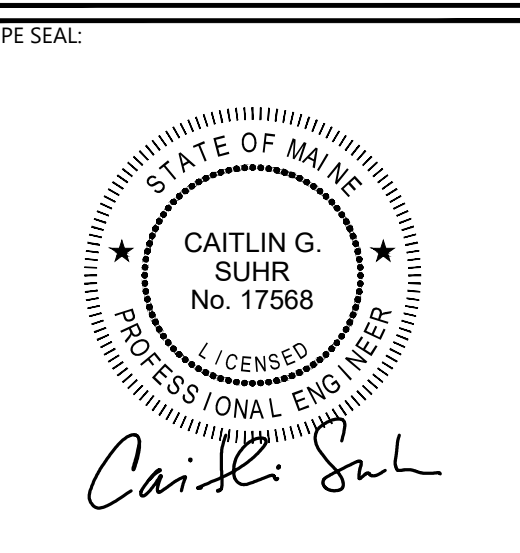


SITE LOCATION MAP

SOURCE: USGS TOPO QUADRANGLE



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ISSUED FOR BID

CLIENT INFO:  
 TOWN OF OLD ORCHARD BEACH, ME  
 OLD ORCHARD BEACH, ME  
 VETERANS MEMORIAL PARK SITE IMPROVEMENTS

REV	MM/DD/YY	DESCRIPTION
1	10/17/2024	ADDENDUM 1

JOB NO: 0233371.11  
 DATE: OCTOBER 2024  
 SCALE: N/A  
 DESIGNED BY: EP  
 DRAWN BY: JBC  
 CHECKED BY: CS  
 FILENAME: 233371.11 G-000.dwg

DRAWING TITLE:  
**GENERAL COVER**

DRAWING NO:  
**G-000**



**Woodard & Curran**

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THIS DOCUMENT IS THE PROPERTY OF WOODARD & CURRAN AND ITS CLIENT. REPRODUCTION OR MODIFICATION WITHOUT WRITTEN PERMISSION IS PROHIBITED.

**PLANTING NOTES:**

- LANDSCAPE INSTALLATION SHALL BE OVERSEEN BY PROJECT ENGINEER.
- PLANT MATERIAL SHALL CONFORM TO "THE AMERICAN STANDARD FOR NURSERY STOCK", PUBLISHED BY AMERICANHORT (WWW.AMERICANHORT.ORG).
- SUBSTITUTIONS OF PLANT SPECIES SHALL BE A PLANT OF EQUIVALENT OVERALL FORM, HEIGHT AND BRANCHING HABIT, FLOWER, LEAF AND FRUIT, COLOR AND TIME OF BLOOM AS APPROVED OF BY LANDSCAPE ARCHITECT.
- LOCATE AND VERIFY UTILITY LINE LOCATIONS PRIOR TO STAKING AND REPORT CONFLICT TO PROJECT ENGINEER.
- PLANTING DEMOLITION DEBRIS, GARBAGE, LUMPS OF CONCRETE, STEEL AND OTHER MATERIALS DELETERIOUS TO PLANT'S HEALTH AS DETERMINED BY PROJECT ENGINEER SHALL BE REMOVED FROM ALL PLANTING AREAS.
- NO PLANTING TO BE INSTALLED BEFORE ACCEPTANCE OF ROUGH GRADING.
- ALL PROPOSED TREE LOCATIONS SHALL BE STAKED OR LAID OUT IN THEIR APPROXIMATE LOCATION BY THE CONTRACTOR. REFER TO LAYOUT AND PLANTING SHEETS FOR LAYOUT INFORMATION. THE CONTRACTOR SHALL ADJUST THE LOCATIONS AS REQUESTED BY THE PROJECT ENGINEER TO ACCOUNT FOR SUBSURFACE UTILITIES AND OTHER FIELD CONDITIONS.
- TOTAL QUANTITY OF PLANTS FOR EACH AREA TO BE AVAILABLE ON SITE AT THE TIME OF PLANTING FOR FIELD LAYOUT BY PROJECT ENGINEER. NO PARTIAL LAYOUT AND PLANTING OF AREAS WILL BE ACCEPTABLE.
- INSTALL PLANTS WITH ROOT FLARES FLUSH WITH FINISHED GRADE. IMMEDIATELY REPLANT PLANTS THAT SETTLE OUT OF PLUMB OR BELOW FINISHED GRADE.
- LOOSE OR CRACKED ROOT BALLS ARE UNACCEPTABLE.
- DO NOT USE TREE WRAP.
- REMOVE WIRE BASKETS ENTIRELY. REMOVE BURLAP ENTIRELY. SYNTHETIC BURLAP WILL NOT BE ACCEPTED. FOR CONTAINER PLANTS, REMOVE CONTAINER AND SCARIFY EDGES OF ROOT BALL 1/2" DEEP IN A MINIMUM OF FOUR LOCATIONS.
- WATER PLANTS THOROUGHLY AFTER INSTALLATION, A MINIMUM OF TWICE WITHIN THE FIRST 24 HOURS.
- RAISE AND REPLANT PLANTS THAT SETTLE AFTER PLANTING AND WATERING.

**PLANTING INSTALLATION:**

- PLANT SPACING SHALL BE FOLLOWED AS NOTED IN THE PROJECT PLANT SCHEDULE.
- PLANTING DEPTH SHALL BE DONE IN ACCORDANCE WITH DETAIL HEREON.
- QUICK RELEASE FERTILIZER SHOULD BE MIXED WITH BACKFILL SOIL AND PLACED IN HOLE PRIOR TO PLANTING.
- PLANTING SOILS FOR NATIVE PLANTS TO CONSIST OF SITE SOILS MIXED WITH NEW TOP SOIL.
- 3-4" LAYER OF HARDWOOD MULCH SHOULD BE PLACED AROUND BASE OF PLANTS FOLLOWING PLANTING AND BACKFILLING.

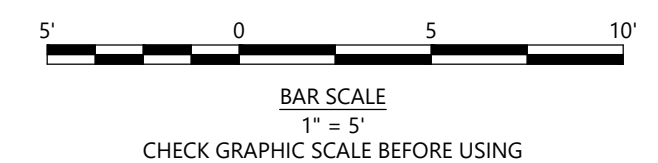
**TREE / SHRUB ESTABLISHMENT MAINTENANCE:**

- SHRUB & TREE ESTABLISHMENT IN ZONE 6a WILL REQUIRE REGULAR IRRIGATION THROUGH THE FIRST GROWING SEASON FOR UP TO 6 MONTHS.
- TREES & SHRUBS NEED TO BE REGULARLY IRRIGATED UNDER A LANDSCAPE MAINTENANCE PROGRAM THROUGH THE ENTIRE ESTABLISHMENT PERIOD, ESPECIALLY IN PERIODS OF DROUGHT FOR PROPER ROOT ESTABLISHMENT.
- 6 MONTH ESTABLISHMENT IRRIGATION: TREES & SHRUB SHALL BE IRRIGATED DAILY FOR THE FIRST 2 WEEKS FOLLOWING INSTALLATION, EVERY OTHER DAY FOR 2 MONTHS; WEEKLY FOR A PERIOD OF 6 MONTHS UNDER LANDSCAPE WARRANTY.
- ESTABLISHMENT IRRIGATION AMOUNT: 2-3 GALLONS PER PLANT PER 1" OF STEM OR TRUNK DIAMETER. IRRIGATE BY HAND OR WITH TEMPORARY DRIP IRRIGATION DURING ESTABLISHMENT PERIOD.
- REGULAR MAINTENANCE & IRRIGATION FOLLOWING ESTABLISHMENT PERIOD: NATIVE TREES AND SHRUBS DO NOT REQUIRE ADDITIONAL FERTILIZATION, MECHANICAL IRRIGATION OR OTHER SPECIALIZED CARE IF REGULAR IRRIGATION AND MAINTENANCE WAS FOLLOWED FOR 6 MONTH ESTABLISHMENT.
- ESTABLISHMENT IRRIGATION AMOUNT: SHRUBS TO BE IMMEDIATELY IRRIGATED. APPLY A VOLUME OF WATER THAT IS 1/3 THE VOLUME OF THE CONTAINER SIZE AT PLANTING. NEWLY PLANTED TREES: APPLY 1-1.5 GALLONS PER INCH OF STEM CALIPER AT PLANTING OR AS SPECIFIED BY THE PROJECT ENGINEER.

**LANDSCAPE LEGEND**

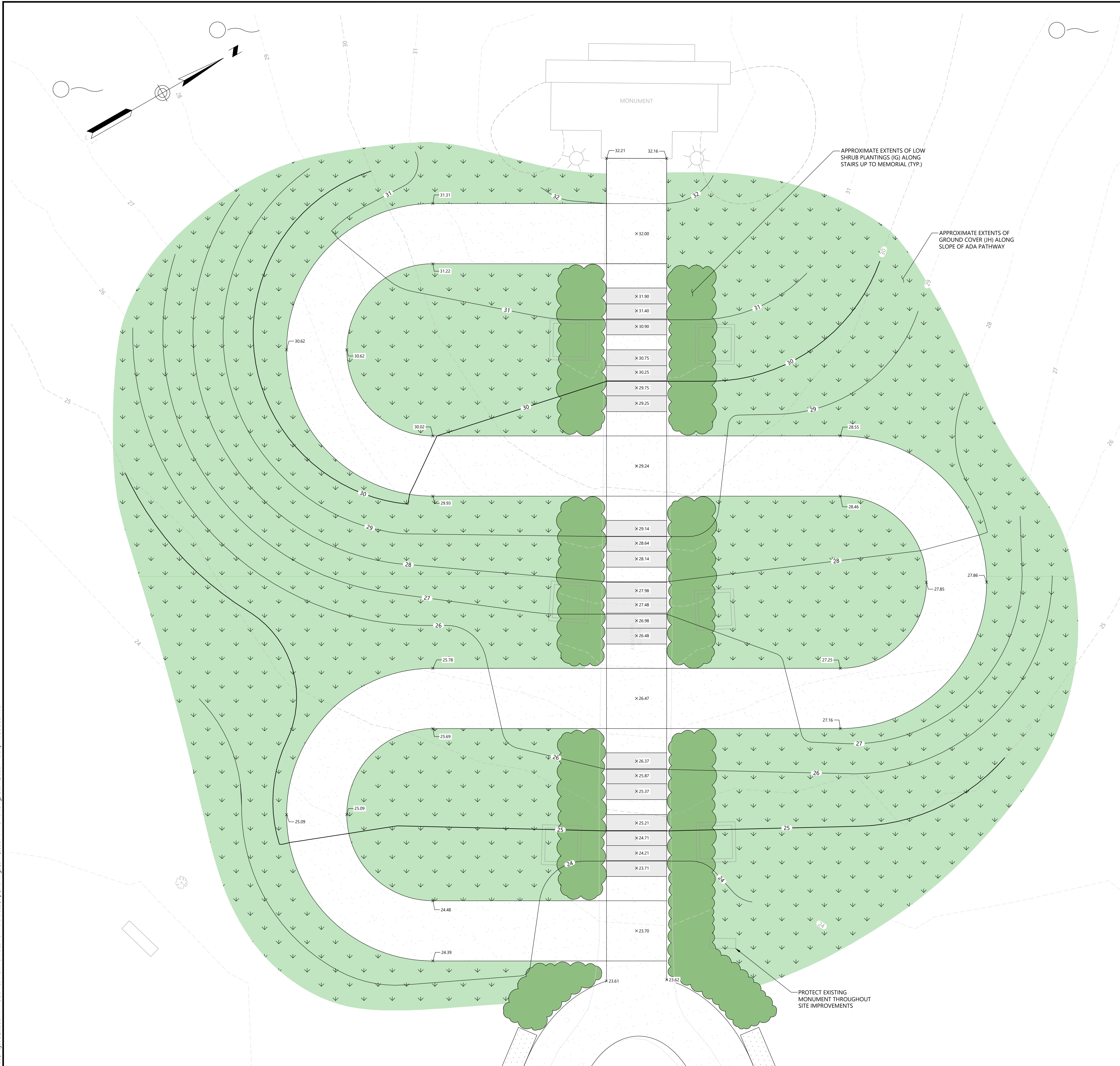
- (IG) GREEN MAGIC® INKBERRY
- (JH) CREEPING JUNIPER

PLANTING SCHEDULE							
	CODE	BOTANICAL NAME	COMMON NAME	SIZE	TYPE	QUANTITY	REMARKS
SHRUBS	IG	ILEX GLABRA	GREEN MAGIC® INKBERRY	3 GAL.	POT	20	SPACING 5' O.C.
	JH	JUNIPERUS HORIZONTALIS	CREEPING JUNIPER	1 GAL.	POT	500	SPACING 3' O.C.

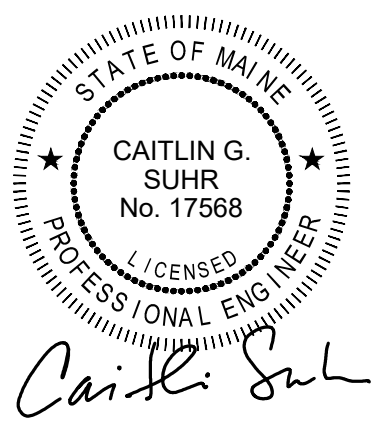


**PLAN**  
SCALE: 1" = 5'

WoodardCurran.net\shared\Projects\0233371.11 DOB Vet Mem Park Des Perm Bid Docs\wp\Drawings\Civil\233371.11 C-401.dwg, Oct. 16, 2024 - 6:04pm, COLLOMBE



PE SEAL:



**ISSUED FOR BID**

CLIENT INFO:

TOWN OF OLD ORCHARD BEACH, ME  
OLD ORCHARD BEACH, ME  
VETERANS MEMORIAL PARK SITE IMPROVEMENTS

REV	MM/DD/YY	DESCRIPTION
1	10/17/2024	ADDENDUM 1

JOB NO:	0233371.11
DATE:	OCTOBER 2024
SCALE:	AS NOTED
DESIGNED BY:	RS
DRAWN BY:	JBC
CHECKED BY:	CS
FILENAME:	233371.11 C-401.dwg

DRAWING TITLE:  
**CIVIL  
PLANTING PLAN - 1**

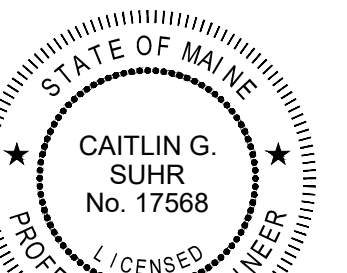
DRAWING NO:  
**C-401**



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PE SEAL:



*Caitlin G. Suhr*

**ISSUED FOR BID**

CLIENT INFO:

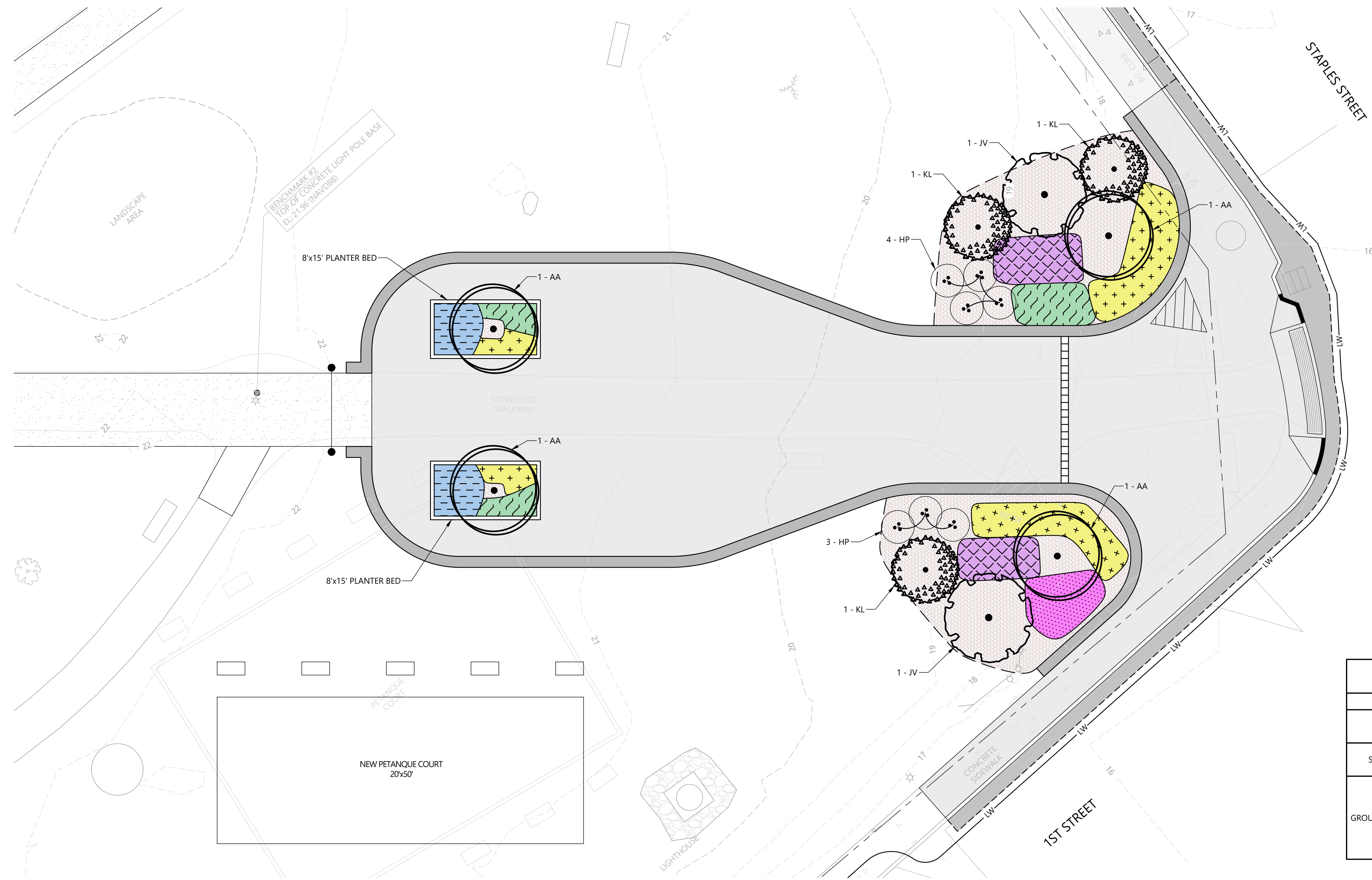
TOWN OF OLD ORCHARD BEACH, ME  
OLD ORCHARD BEACH, ME  
VETERANS MEMORIAL PARK  
SITE IMPROVEMENTS


1	10/17/2024	ADDENDUM 1
REV.	MM/DD/YY	DESCRIPTION

JOB NO:	0233371.11
DATE:	OCTOBER 2024
SCALE:	AS NOTED
DESIGNED BY:	RS
DRAWN BY:	JBC
CHECKED BY:	CS
FILENAME:	233371.11 C-402.dwg

DRAWING TITLE:  
**CIVIL  
PLANTING PLAN - 2**

DRAWING NO.:  
**C-402**



**LANDSCAPE LEGEND**

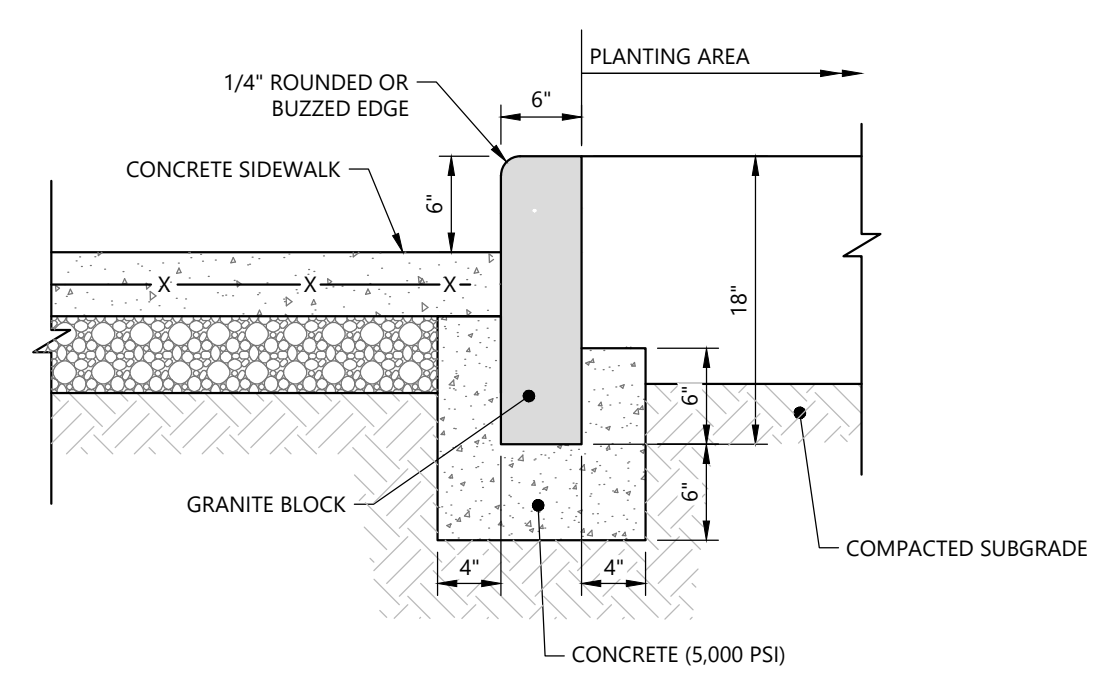
- DOWNY SERVICEBERRY  
AMELANCHIER ARBOREA (AA)
- EASTERN REDCEDAR  
JUNIPERUS VIRGINIANA (JV)
- MOUNTAIN LAUREL  
KALMIA LATIFOLIA (KL)
- SHRUBBY ST. JOHN SWORT  
HYPERICUM PROLIFICUM (HP)
- LITTLE JOE JOE PYE WEED  
EUPATORIUM MACULATUM (EM)
- WINTERGREEN  
GAULTHERIA PROCUMBENS (GP)
- FOAMFLOWER  
TIARELLA CORDIFOLIA (TC)
- EASTERN RED COLUMBINE  
AQUILEGIA CANADENSIS (AC)
- NEW ENGLAND ASTER  
SYMPHOTRICHUM NOVAE-ANGLIAE (SN)
- MINIMUM OF 3-INCH DEPTH OF NATURAL  
DOUBLE GROUND HARDWOOD MULCH (UNDYED)

**PLANTING SCHEDULE**

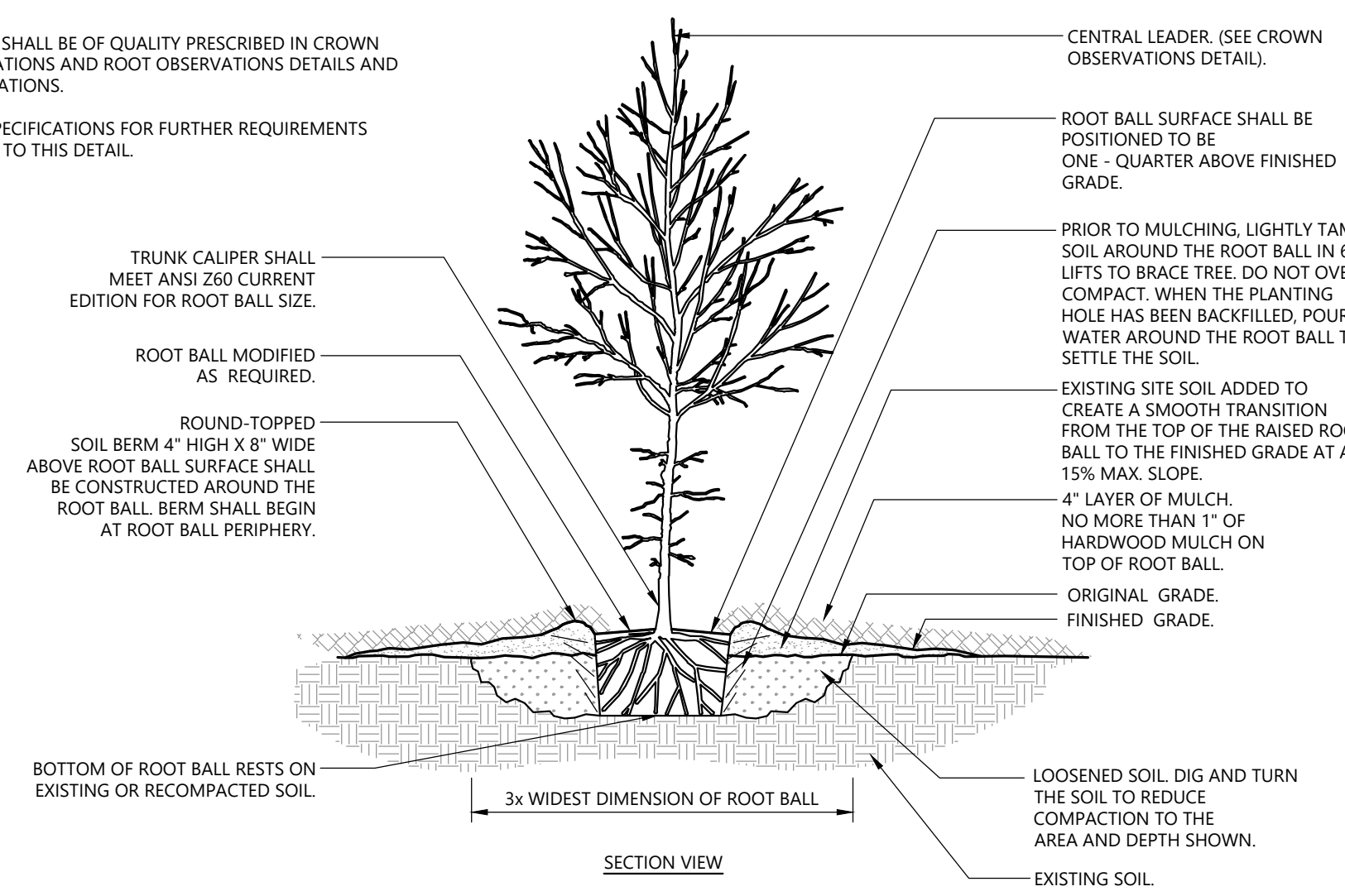
	CODE	BOTANICAL NAME	COMMON NAME	SIZE	TYPE	QUANTITY	REMARKS
TREES	AA	AMELANCHIER ARBOREA	DOWNY SERVICEBERRY	10 GAL.	POT	4	SPACING 9' O.C.
	JV	JUNIPERUS VIRGINIANA	EASTERN REDCEDAR	15 GAL.	POT	2	SPACING 12' O.C.
SHRUBS	HP	HYPERICUM PROLIFICUM	SHRUBBY ST. JOHN SWORT	1 GAL.	POT	7	SPACING 4' O.C.
	KL	KALMIA LATIFOLIA	MOUNTAIN LAUREL	7 GAL.	POT	3	SPACING 7' O.C.
GROUND COVER	AC	AQUILEGIA CANADENSIS	EASTERN RED COLUMBINE	1 QT.	POT	65	SPACING 1' O.C.
	EM	EUPATORIUM MACULATUM	LITTLE JOE JOE PYE WEED	1 GAL.	POT	50	SPACING 1.5' O.C.
	GP	GAULTHERIA PROCUMBENS	WINTERGREEN	1 QT.	POT	130	SPACING 1.5' O.C.
	SN	SYMPHOTRICHUM NOVAE-ANGLIAE	NEW ENGLAND ASTER	1 GAL.	POT	65	SPACING 1.5' O.C.
	TC	TIARELLA CORDIFOLIA	FOAM FLOWER	1 QT.	POT	125	SPACING 1' O.C.

**PLAN**  
SCALE: 1" = 10'

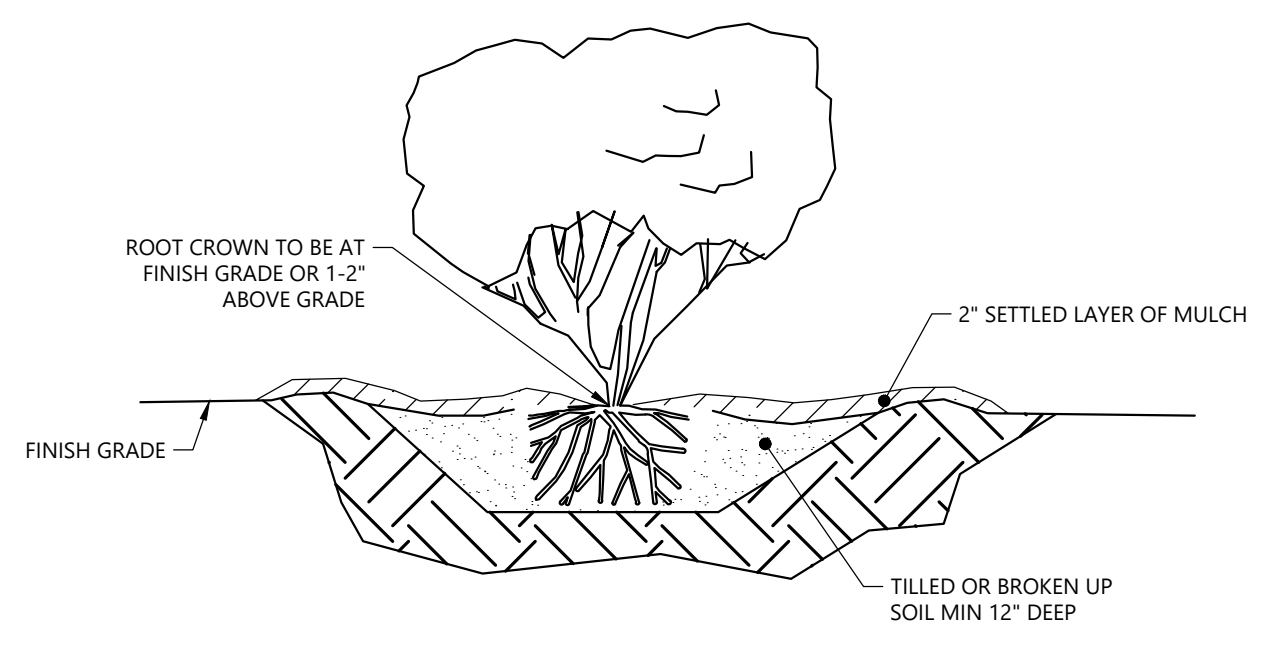
NOTES:  
1- TREES SHALL BE OF QUALITY PRESCRIBED IN CROWN OBSERVATIONS AND ROOT OBSERVATIONS DETAILS AND SPECIFICATIONS.  
2- SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.



**PLANTER BED DETAIL**  
NOT TO SCALE



**TYP. TREE PLANTING**  
NOT TO SCALE



- NOTES: TYPICAL SHRUB PLANTING, INDIVIDUAL PLANTING HOLE
- DIG PLANTING HOLE AT LEAST 2X THE WIDTH OF THE ROOT BALL OR CONTAINER.
  - SCARIFY SUBGRADE AND SIDES OF PLANTING HOLE WHEN PLANTING IN CLAY SOIL.
  - SET THE TOP OF THE ROOT BALL LEVEL WITH THE SOIL SURFACE, OR 1-2" ABOVE IF THE SOIL IS PRONE TO SETTLING.
  - IF CONTAINER GROWN PLANT, GENTLY SLIDE PLANT OUT OF CONTAINER. DISTURB THE ROOTS.
  - IF B&B PLANT, REMOVE BURLAP FROM AT LEAST THE TOP 12 INCHES OF THE ROOTBALL, WITHOUT DISTURBING THE ROOTBALL. REMOVE ALL CORD FROM THE TRUNK. REMOVE BURLAP AND WIRE BASKET (IF PRESENT) FROM THE ROOT BALL.
  - BACK FILL THE PLANTING HOLE WITH EXCAVATED NATIVE SOIL, BROKEN UP OR TILLED. WATER TO REMOVE AIR POCKETS. DO NOT ADD AMENDMENTS.
  - PLACE PINE STRAW OR BARK MULCH ON THE SURFACE TO A (SETTLED) DEPTH OF 1 TO 3 INCHES.

**TYP. SHRUB PLANTING:  
INDIVIDUAL PLANTING HOLE**  
NOT TO SCALE

