

## ADDENDUM NO. 2

**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**

Please note that the bid date has been extended to Monday, November 4<sup>th</sup> 2024 at 11:00AM.

The answers below are provided in response to questions and comments submitted by prospective Bidders.

*In the Drawing it is showing a 20' external halyard aluminum flagpole but in the site improvement specs it is describing 40' internal halyard aluminum flagpoles. Verify the size of the flagpole.*

Answer: The flagpole shall be a 20' flagpole. Please see revised Section 10 75 00.

*A few of the flagpoles & flagpole uplighting shown on C-200 are in direct conflict with trees that are to remain. Verify intention with the tree and flagpole arrangement.*

Answer: Please see revised Drawing C-200 for revised positions.

*Will the street opening fee be waived since the work is for the town?*

Answer: Yes the street opening fee will be waived.

*Please provide elevations for the Pétanque court.*

Answer: Elevations have been provided on the revised Drawing C-302.

*There is a callout for a "new kiosk" on sheet C-302. There is no detail showing a kiosk. Please verify scope for the kiosk.*

Answer: The existing kiosk will be relocated as part of the scope to the location shown on Sheet C-302. No new kiosk will be provided as part of this project.

*On sheet 302 there are two – 4" drain lines and one – 6" drain line shown discharging into the*

*existing catch basin. Will that structure be able to take 3 new cores on the same side without losing structural integrity?*

Answer: Condition and size of existing catch basin has not been verified at this time. Sheet has been revised to tie one of the lines into C-302 into adjacent drain manhole instead.

*Detail I-E-201 shows a concrete cap under areas subject to vehicular traffic. Are all the stone dust paths considered "vehicular"?*

Answer: Only paths of 10-feet wide or greater are considered vehicular.

*On sheet C-200 there are callouts for "blend stone dust pathway into existing pathway. Would these areas be figured as concrete in alternate 2 or will they remain stone dust in both scenarios?*

Answer: Existing stone dust would remain in these locations up to the extents of the concrete walkway edge for Alternate 2. No new stone dust or concrete aprons would be required for the locations indicated on sheet C-200 as "Blend New Stone Dust Pathway...".

*All testing is being done by the contractor, including earthwork, concrete, paving, and electrical correct?*

Answer: All testing will be completed and paid for by the Contractor.

*All the underground electrical is stubbed up at the northern face of the building. There is existing landscaping at this location. Are we to replace any landscaping that is to be removed due to electrical installation or loam and seed the disturbed area?*

Answer: Existing landscaping is to be restored to existing condition after electrical installation.

*Do you have contact information for the Irrigation Doctor, LLC?*

Answer: The Irrigation Doctor can be reached at (207) 415-4882 or at theirirrigationdoc@gmail.com.

*Can you provide a detail for the light pole required?*

Answer: A light pole catalog number has been provided on E-601.

*Will earthquake insurance be required per the supplemental General Conditions?*

Answer: Earthquake insurance requirement can be waived. See updated Section 00 73 10.

## **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 25, 2024, contain reference to “ADDENDUM NO. 2” 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 73 10-2	00 73 10-1
00 21 13 -5	00 21 13 -6
01 20 25-7	01-20 25-8
10 75 00-2	10 75 00-1

**The following section(s) are reissued herewith in their entirety**, have an Issue Date of October 25, 2024, contain(s) reference to “ADDENDUM NO. 2” 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 11 16 Invitation to Bid	2
Section 00 41 01 Bid Form	10

**Individual Drawings as identified below are reissued herewith**, have a revision date of October 25, 2024 in the revision block **with changes encircled by “clouds”** and designated as “ADDENDUM NO. 2”.

- Drawing No. C-101 – Site Preparation, Demolition, & Erosion Control Plan
- Drawing No. C-200 – Site Layout and Materials Plan
- Drawing No. C-300 – Overall Grading, Drainage, and Utility Plan
- Drawing No. C-301 – Grading and Drainage Plan-1
- Drawing No. C-302 – Grading and Drainage Plan-2
- Drawing No. E-201 – Electrical Site Power Plan
- Drawing No. E-601 – Electrical Wiring Diagrams and Schedules

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.**

**0233371.11**  
**Issue Date: October 25, 2024**

**Old Orchard Beach Veterans Memorial Park**  
**Old Orchard Beach, ME**

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

Town of Old Orchard Beach

## SECTION 00 73 10

### GENERAL SUPPLEMENTARY CONDITIONS

*These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2007 Edition) included in Section 00 72 05. All provisions that are not so amended or supplemented remain in full force and effect unless amended or supplemented in another Section. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in this Section have the meanings stated below, if any, which are applicable to both the singular and plural thereof. The address system used herein is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.*

*This Section may include certain provisions required by Laws and Regulations but does not represent or reflect all applicable provisions and policies or Laws and Regulations and may only include excerpts and portions thereof. Other required provisions and policies, and Laws and Regulations, shall be deemed to be so included and incorporated herein. Contractor is solely responsible to determine, obtain, review and interpret the full text of applicable provisions and policies, Regulations, and Laws.*

#### **SC-2.05 Before Starting Construction**

Pursuant to subparagraph 2.05.A.1 regarding Progress Schedule, do not include weekends in Work hours.

Pursuant to subparagraph 2.05.A.3 regarding the Schedule of Values, the prices in the Bid Form will constitute the minimum items for the preliminary Schedule of Values for this Project.

Add the following immediately after Paragraph 2.05.B.

#### **SC 4.01 Availability of Lands**

Pursuant to Paragraph 4.01.A, no easements and rights-of-way exist for the Project.

#### **SC-4.02 Subsurface and Physical Conditions**

Pursuant to Paragraph 4.02.A,

1. the following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner:
  - a. NONE
2. The following drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner:
  - a. NONE

#### ***SC-4.05 Reference Points***

Pursuant to Paragraph 4.05.A, surveys exist for the Project. and are reflected on the Drawings. Copies of surveys are included as specified in 00 31 00.

#### ***SC-4.06 Hazardous Environmental Conditions at Site***

Pursuant to Paragraph 4.06.A,

1. the following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:
  - a. None
2. The following drawings regarding Hazardous Environmental Conditions at the Site are known to Owner:
  - a. None

#### ***SC-5.04 Contractor's Insurance***

Pursuant to Paragraph 5.04.A, in addition to the individuals and entities specified in subparagraph 5.04.B.1, include the following as loss payees.

None

#### ***SC-5.06 Property Insurance***

Replace subparagraph 5.06.A.2 in its entirety with the following.

2. be written on a Builder's Risk "all-risk"/Special Forms policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against the following special form perils or causes of loss, including but not limited to: fire, lightning, extended coverage, theft, vandalism and malicious mischief, ~~earthquake~~, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

#### ***SC-6.02 Labor; Working Hours***

Add the following immediately after Paragraph 6.02.B.

1. Regular working hours for this Project are 7:00 a.m. to 5:00 p.m., Monday through Friday.
2. Work on weekends and holidays is at the discretion of the Owner.

Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## ARTICLE 5 – PRE-BID CONFERENCE

A pre-Bid conference will be held as indicated in the Invitation to Bid. Bidders are encouraged to attend and participate in the conference.

- 5.01 Addenda will be issued to all prospective Bidders of record considered necessary in response to questions arising at the conference as indicated in Article 7. Oral statements may not be relied upon and will not be binding or legally effective.

## ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

## ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing by email as follows.

Woodard & Curran, Inc.  
Eric Petersson  
Email: [epetersson@woodardcurran.com](mailto:epetersson@woodardcurran.com)  
(and a copy to [csuhr@woodardcurran.com](mailto:csuhr@woodardcurran.com))

- 7.02 Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. **Questions must be received by 12:00 p.m. local time on October 30~~23~~, 2024 to be answered. Questions received thereafter may not be answered.** Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon and will not be binding or legally effective.
- 7.03 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer, and all parties recorded as having received the Bidding Documents will be notified by email that Addenda has been posted along with instructions for accessing the Addenda.

## **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, treasurer's or cashier's check, or money order, or a Bid bond on or consistent with the form included in the Bidding Documents in Section 00 43 13 issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General and Supplementary Conditions, if any.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has furnished the required Contract security, insurance documentation and met the other conditions of the Notice of Intent to Award or Notice of Award, and executed the Contract Documents, whereupon the Bid security will be released. If the Successful Bidder fails to furnish the required Contract security, insurance documentation, and meet the other conditions as stated in the Notice of Intent to Award or Notice of Award, and execute and deliver the Contract Documents, Owner may consider Bidder to be in default, annul the Notice of Intent to Award or Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. See Supplementary Instructions to Bidders (if any) for additional information.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be returned within 5 days after the Bid opening.

## **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

## **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

## **ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS**

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment and construction methods or procedures specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment and construction methods or procedures may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.



Material and equipment, services, installation, construction and testing inherent to the work for trench pavement complete in place including: preparation; saw cutting; disposal of pavement; grading; fine grading and compacting gravel sub-base; emulsion; bituminous tack coat; adjusting of roadway castings; placement and compaction of type i-1 binder course in required lift depths; restoring pavement markings; and other incidental Work as shown in the Drawings and Specifications.

<b>Item 15: Irrigation System</b>	
<b>Measurement</b>	Portion of Work completed and accepted
<b>Payment</b>	<del>Allowance (ALLOW) - Actual Costs Incurred</del> Percent of lump sum price based on Schedule of Values
<b>Schedule of Payment</b>	<del>Monthly – Based On Actual Costs Incurred</del> Monthly based on progress
<b>Description:</b> Material and equipment, services, installation, construction and testing inherent to the Work for Irrigation System complete in place including but not limited to: Preparation, earthwork, piping, fittings, pipe connections, boxes, aggregate, backfill, testing, controls, and other incidental Work as shown in the Drawings and Specifications.	

<b>Item 16: Retaining Walls and Seat Walls</b>	
<b>Measurement</b>	Portion of Work completed and accepted
<b>Payment</b>	Percent of lump sum price based on Schedule of Values
<b>Schedule of Payment</b>	Monthly based on progress
<b>Description:</b> Material and equipment, services, installation, assembly, construction and testing inherent to the Work for Retaining Walls and Seat Walls complete in place including but not limited to: Preparation, earthwork, aggregate, drainage, concrete block, façade, adhesive, backfill, and other incidental Work as shown in the Drawings and Specifications.	

<b>Item 17: Drainage Improvements</b>	
<b>Measurement</b>	Portion of Work completed and accepted
<b>Payment</b>	Percent of lump sum price based on Schedule of Values
<b>Schedule of Payment</b>	Monthly based on progress
<b>Description:</b> Material and equipment, services, installation, construction and testing inherent to the Work for Drainage Improvements complete in place including but not limited to: Preparation, geotextile fabric, piping, fittings, pipe connections, drainage structures, castings, raising existing castings to grade, aggregate, backfill, testing, channel drain, and other incidental Work as shown in the Drawings and Specifications.	

**1.03 Bid Alternates**

A. Bid Alternate 1

<b>Item A1.1: Concrete Sidewalk</b>	
<b>Measurement</b>	In Place Within The Pay Limits As Specified And As Indicated On The Drawings.
<b>Payment</b>	Unit Price Per Square Yard (Sy)
<b>Schedule Of Payment</b>	Monthly – Based On Progress Of Work
All materials, equipment, services, and construction inherent to the work. Includes installing structural fill, concrete, rebar, wire mesh, concrete hardeners and sealer, forms, accessible curb ramps, detectable warning surfaces, and all appurtenances, compaction, fine grading, pouring and curing concrete, adjusting surface features, and matching into existing sidewalks, driveways and roads.	

<b>Item A1.2: Maintenance and Protection of Traffic</b>	
<b>Measurement</b>	Progress Of Work
<b>Payment</b>	Lump Sum (LS)
<b>Schedule Of Payment</b>	Monthly – Based On Progress Of Work
All materials, equipment, services, and construction inherent to the work. Includes flaggers, barriers, signage and all other maintenance of traffic required to complete the work.	

<b>Item A1.3: Granite Curb</b>	
<b>Measurement</b>	Along The Front Face Of The Curb At The Elevation Of The Finished Pavement, Excluding Curb Inlets, Transition Sections And Terminal Curb.
<b>Payment</b>	Unit Price Per Linear Foot (LF)
<b>Schedule Of Payment</b>	Monthly – Based On Progress Of Work
All materials, equipment, services, and construction inherent to the work. Includes concrete forming, placement and curing; reinforcing; joining; tip downs; and backfill.	

<b>Item A1.4: Pavement</b>	
<b>Measurement</b>	In Place Within Pay Limits Shown On The Drawings
<b>Payment</b>	Unit Price Per Square Yard (SY)
<b>Schedule Of Payment</b>	Monthly Based On Quantity Installed

## SECTION 10 75 00

### FLAGPOLES

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. Section Includes
  - 1. Provide exterior flagpoles in accordance with this Section and applicable reference standards listed in Article 1.03.

##### 1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and payment requirements: per Division 01 General Requirements.

##### 1.03 REFERENCES

- A. Reference Standards
  - 1. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
  - 2. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.
  - 3. ASTM B241/B241M - Standard Specification for Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube; 2016.

##### 1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination, sequencing, and scheduling: per Division 01 General Requirements.

##### 1.05 SUBMITTALS

- A. Submit in accordance with the Division 01 General Requirements.
  - 1. Shop Drawings
    - a. Provide large-scale Shop Drawings for fabrication, installation, and erection of parts of the Work. Indicate detailed dimensions, base details, anchor requirements, and imposed loads
- B. Closeout and maintenance material submittals: per Division 01 General Requirements.

## 1.06 QUALITY ASSURANCE

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

## 1.07 DELIVERY, STORAGE AND HANDLING

- A. Provide in accordance with Division 01 General Requirements.
- B. Deliver materials and products in unopened factory labeled packages. Store and handle in strict compliance with manufacturer's instructions and recommendations and protect from damage. Sequence deliveries to avoid delays, but minimize on-site storage.

## 1.08 SITE CONDITIONS

- A. Existing conditions: per Division 01 General Requirements.

## PART 2 – PRODUCTS

### 2.01 MANUFACTURERS

- A. Concord Industries, Inc; "Independence 140080188":  
[www.concordindustries.com/#sle](http://www.concordindustries.com/#sle).
- B. Engineer Approved Equal

### 2.02 DESIGN CRITERIA

- A. Flagpole material: Aluminum ASTM B221 (ASTM B221M), 6063 alloy, T6 temper.
- B. Design: Cone tapered.
- C. Mounting: Ground mounted type.
- D. Outside Butt Diameter: 8 inches.
- E. Outside Tip Diameter: 3.5 inches.
- F. Nominal Wall Thickness: 0.188 inches.
- G. Nominal Height: 240 ft; measured from nominal ground elevation.
- H. Halyard: Interior type .

## 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~~ November 4, 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 41 01**

**BID FORM**

**ARTICLE 1 – DEFINED TERMS**

1.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions and Supplementary Conditions, if any.

**ARTICLE 2 – BID RECIPIENT**

2.01 This Bid is submitted to:

**Diana Asanza, Town Manager  
Town of Old Orchard Beach  
1 Portland Ave  
Old Orchard Beach, ME 04064**

2.02 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 3 – BIDDER’S ACKNOWLEDGEMENTS**

3.01 Bidder accepts all of the terms and conditions of the Bidding Documents including, without limitation:

- A. those dealing with disposition of Bid security;
- B. those included in the Supplementary Instructions to Bidders;
- C. insurance and bonding requirements (Payment Bond and Performance Bond each equal to 100% of the total Contract Price) set forth in the General Conditions and Supplementary Conditions, if any;
- D. Contract Times as set forth in the Agreement; and
- E. provisions for liquidated damages as set forth in the Agreement.

3.02 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.

3.03 Bidder acknowledges receipt of the following Addenda.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

3.04 Bidder acknowledges the representations and certifications included in Section 00 45 05 are made a condition of the Bid.

**ARTICLE 4 – BASIS OF BID**

4.01 Bidder shall submit Bids for the base Bid and all Alternates. However, a single Contract, if awarded, will be awarded at the Owner's option in accordance with Article 19 of Section 00 21 13, Instructions to Bidders. **Bidder must complete all items.** Unit pricing for Alternates must be the same as used in the base Bid for the same items of Work.

**BID PRICES SHALL EXCLUDE SALES AND USE TAX.**

Base Bid					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization/Demobilization	LS	1		
2	Site Demolition and Off-Site Disposal	LS	1		
3	Erosion and Sediment Control and Tree Protection	LS	1		
4	Traffic Control	LS	1		
5	Lighting	LS	1		
6	Site Electrical	LS	1		
7	Electrical Service Allowance	ALLOW	1	\$15,000	
8	Landscaping	LS	1		
9	Pétanque Court	LS	1		
10	Park Features	LS	1		
11	Stone Dust Walkway (Base Bid Only)	SY	1500		
12	Concrete Walkway	SY	525		
13	Granite Curb	LF	120		



14	Pavement	SY	50		
15	Irrigation System	LS Allow	1	\$25,000	
16	Retaining Walls and Seat Walls	LS	1		
17	Drainage Improvements	LS	1		

**TOTAL BASE BID PRICE (based on Unit Price Schedule above and excluding Alternates)**

\_\_\_\_\_ Dollars and \_\_\_\_\_ Dollars  
 \_\_\_\_\_ Cents  
 (Use words)

- 4.02 Unit Prices have been computed in accordance with Paragraph 11.03.A of the General Conditions and Supplementary Conditions, if any.
- 4.03 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for unit price items will be based on actual quantities determined and based on the unit prices included above, as provided in the General Conditions and Supplementary Conditions, if any.

**ALTERNATES (IF AWARDED BY OWNER)**

**BID PRICES FOR ALTERNATES SHALL EXCLUDE SALES AND USE TAX.**

**ALTERNATE 1 BID SCHEDULE - ADD STAPLES STREET SIDEWALK:** Unit pricing for Alternates must be the same as used in the base Bid for the same items of Work.

Bid Alternate 1					
Pay Item	Description	Unit	Quantity	Unit Cost	Total Cost
A1.1	Concrete Sidewalk	SY	325		
A1.2	Maintenance and Protection of Traffic	LS	1		
A1.3	Granite Curb	LF	525		
A1.4	Pavement	SY	225		



Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for unit price items will be based on actual quantities determined and based on the unit prices included above, as provided in the General Conditions and Supplementary Conditions, if any.

#### ARTICLE 5 – TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions and Supplementary Conditions, if any, on or before the dates or within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are fully completed, submitted with and made a part of and a condition of this Bid.
- 00 43 13 Bid Bond
- OR*
- Required Bid security in the form of \_\_\_\_\_

##### Supplements

- 00 43 40 Information, Schedules and Data **including required documents and submittals specified**
- 00 45 05 Bidder's Representations and Certifications **including required documents and submittals specified**
- 00 45 13 Bidder's Qualifications
- 00 45 19 Non-collusion Affidavit

**ARTICLE 7 – COMMUNICATIONS WITH BIDDER**

7.01 Communications concerning this Bid shall be addressed to:

Name \_\_\_\_\_

Title \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Email address \_\_\_\_\_

**ARTICLE 8 – BID SUBMITTAL**

SUBMITTED ON:
EIN/FEIN:

8.01 This Bid is submitted by:

**A Corporation**

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

State of incorporation: \_\_\_\_\_

Type: \_\_\_\_\_  
*(General Business, Professional, Service, other)*

By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Name *(typed or printed)*: \_\_\_\_\_

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

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
*(Signature of Corporate Secretary)*

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

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

Email address: \_\_\_\_\_

Date of qualification to do business as out-of-state corporation: \_\_\_\_\_

**A Limited Liability Company (LLC)**

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

State in which organized: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Name *(typed or printed)*: \_\_\_\_\_

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

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

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

Email address: \_\_\_\_\_

**A Joint Venture**

First Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Name *(typed or printed)*: \_\_\_\_\_

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

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

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

Email address: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

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

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

Email address: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation and limited liability company that is a party to the joint venture should be in the manner indicated above.)

**A Partnership**

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

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

Email address: \_\_\_\_\_

**An Individual**

Name (*typed or printed*): \_\_\_\_\_

By: \_\_\_\_\_  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

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

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

Email address: \_\_\_\_\_

**END OF SECTION**