



Portland Water District
FROM SEBAGO LAKE TO CASCO BAY

High Street, Windham Water Main Renewal

ADDENDUM NUMBER TWO

Prepared By:
Patrick Fitzgerald
Portland Water District
225 Douglass Street
PO Box 3553
Portland, ME 04104-3553

Addendum Date: 3/17/22

225 Douglass Street
Phone: 207.774-5961

P.O. Box 3553
Fax: 207.761-8329

Portland, Maine 04104-3553
Web: www.pwd.org

GENERAL

1. A question was raised regarding the availability of the cost estimate, the decision has been made to not provide the cost estimate to bidders.
2. A question was raised about the Town street opening permit requirements, the Contractor will be responsible for obtaining the Town street opening permit, meeting all of the permit's requirements, and paying the associated fee(s).
3. A question was raised regarding the Town of Windham traffic control requirements, the Town has written that they will accept a through traffic detour around High Street, but local and emergency traffic access must be maintained at all times.

Amend the RFB as follows:

1. A question was raised about how the ledge removal quantity was arrived at, a geotechnical investigation was not completed and historical record information was used to estimate the bedrock removal quantity. See updated bid form with modified ledge quantity.
2. A question was raised regarding increasing the trench width to 9 feet to accommodate a paver. The pay width for gravels and other trench items shall remain 6 feet, but the pavement items for trench restoration shall be increased to a maximum of 9 feet wide.
3. A question was raised regarding payment for stored materials, the District will allow payment for materials that are pre-purchased and stored by the Contractor over the winter, in anticipation of a spring construction start schedule. Under no other scenario will stored material payments be made. The following requirements must also be met before a stored material payment requisition will be processed: the storage facility must be located within 50 miles of the project site, a detailed invoice must be provided with the requisition, photos of the stored materials must be provided by the Contractor at any time requested by the District, and the Contractor must grant the District Right of Entry to the storage facility. See updated Agreement.
4. **Bids may be hand delivered one (1) hour prior to Bid opening time only (from 2:00pm to 3:00pm on April 1st, 2022.) The Purchasing Agent, Patrick Fitzgerald, will receive Bids in person at the customer service entrance at 225 Douglas Street, Portland, Maine 04014. Patrick can be contacted at 207-774-5961 ext 1007.**

ATTACHMENTS

1. Revised Bid Form.
2. Revised Agreement.
3. PWD Historical Data: Ledge
 - a. High Street, Windham Wastewater Record Drawings
 - b. High Street, Windham 2021 Wastewater Trench Photos
 - c. High Street, Windham Water Record Drawings
4. Pre-Bid Meeting Attendance Sheet

Contractor shall acknowledge receipt of Addendum #2 in the appropriate location on the Bid Form.

Section 00410

Bid Form

Portland Water District
High Street Water Main Renewal
Windham, Maine
2022 Water Main Replacement

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Portland Water District, 225 Douglass Street, Portland, ME 04104-3553

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 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. 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.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

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

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. 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 any Site-related reports and drawings identified in the Bidding 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 Bidder; and (3) Bidder’s safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid

and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. 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.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “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;
 - 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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
W1	12-inch Ductile Iron Water Main	LF	1125	\$	\$
W2	8-inch Ductile Iron Water Main	LF	20	\$	\$
W3	4-inch Ductile Iron Water Main	LF	10	\$	\$
W4	Hydrant Assembly	EA	1	\$	\$
W5	8-inch Cut-in Gate Valve	EA	2	\$	\$
W6	12-inch Gate Valve	EA	1	\$	\$
W7	4-inch Gate Valve	EA	1	\$	\$
W8	1-inch Air Release Valve	EA	3	\$	\$
W9	1-inch Copper Service - Short side	EA	14	\$	\$
W10	1-inch Copper Service - Long side	EA	6	\$	\$
W11	1-inch Copper Service - Reconnect	EA	2	\$	\$
W12	Gravel Borrow	CY	175	\$	\$
W13	Unsuitable Material Excavated Below Pipe Grade	CY	100	\$	\$
W14	Rock Excavation	CY	325	\$	\$
W15	Aggregate Subbase Course Type D	CY	610	\$	\$
W16	Aggregate Base Course Type A	CY	90	\$	\$
W17	HMA Binder Course - 19.5MM	T	250	\$	\$
W18	Work Zone Traffic Control	LS	1	\$	\$
W19	Foreman	HR	20	\$	\$
W20	Laborer	HR	20	\$	\$

W21	Excavator w/ Operator	HR	20	\$	\$
W22	Loader w/ Operator	HR	20	\$	\$
W23	Dump Truck w/ Driver	HR	20	\$	\$
Total of All Bid Prices					\$

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 Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security

ARTICLE 8 – DEFINED TERMS

- 8.01 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 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's License No.:

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ PORTLAND WATER DISTRICT (“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 follows:

High Street, Windham Water Main Replacement

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

High Street, Windham Water Main Replacement

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Portland Water District, who 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 *Contract Times: Days*

A. The Work will be substantially completed on or before June 15, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 30, 2023.

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 and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. 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):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

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 on or about the 30TH day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage). This payment will only be made under the following conditions: the Contractor pre-purchases materials that have a strained or delayed supply chain and is required to store the materials for several months before the construction season starts, the storage facility is located within 50 miles of the project site, a detailed invoice is provided with the payment requisition, photos of the stored materials are provided by the Contractor at any time requested by the District, and the Contractor grants the District Right of Entry to the storage facility.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate comparable to current short term lending rates in the state of Maine or allowed by Laws and Regulations. Interest shall not be accrued on retainage.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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 Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; 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; and (3) Contractor's safety precautions and programs.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor 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.
 - F. 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.
 - G. 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.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 6, inclusive).
 2. Performance bond, EJCDC Document C-610, 2013 Edition (pages █ to █, inclusive).
 3. Payment bond, EJCDC Document C-615, 2013 Edition (pages █ to █, inclusive).
 4. Other bonds.
 - a. █ (pages █ to █, inclusive).
 5. General Conditions (pages 1 to 67, inclusive).
 6. Supplementary Conditions (pages 1 to 10, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings (not attached but incorporated by reference) consisting of █ sheets with each sheet bearing the following general title: █
 9. Addenda (numbers █ to █, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages █ to █, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages █ to █, inclusive).
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed, EJCDC Document C-550, 2013 Edition (pages █ to █, inclusive).
 - b. Work Change Directives EJCDC Document C-940, 2013 Edition (pages █ to █, inclusive).
 - c. Change Orders, EJCDC Document C-941, 2013 Edition (pages █ to █, inclusive).
 - d. Field Orders, EJCDC Document C-942, 2013 Edition (pages █ to █, inclusive).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- 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 the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is 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 successors, assigns, and legal representatives to the other party hereto, its 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.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

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

Attest: _____

Attest: _____

Title: _____

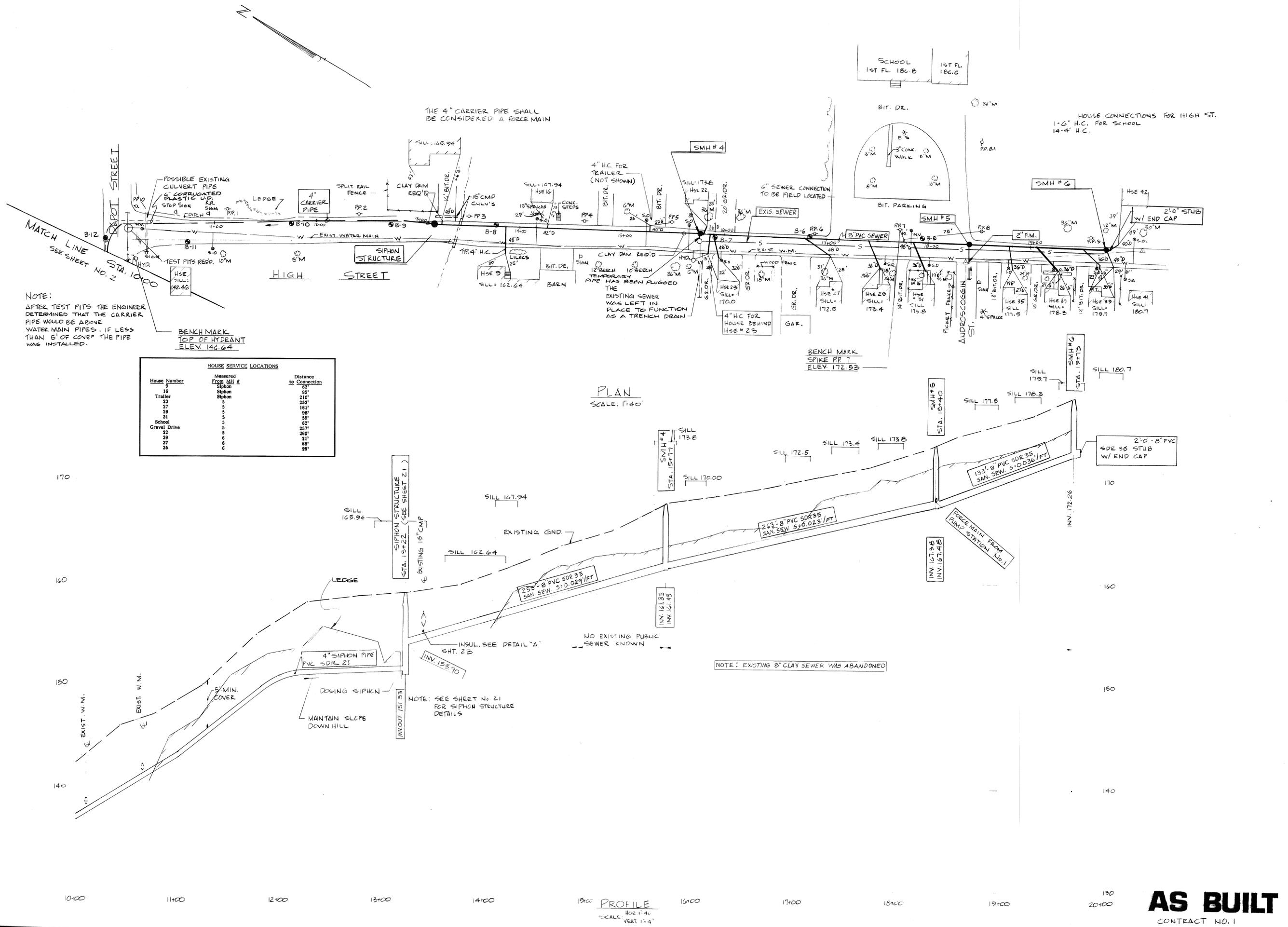
Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

END OF SECTION



DATE NOV. 2 1987

REVISION AS BUILT

DESIGNED BY LSB

DRAWN BY BT

CHECKED BY BDS

JOB NO. 85-204

DATE DEC. 1985

SCALE 1"=40'

LITTLE FALLS/SOUTH WINDHAM WASTEWATER PROJECT WINDHAM HIGH STREET STA. 10+00 TO STA. 19+73

BH2M
BERRY · HUFF · McDONALD · MILLIGAN · INC.
ENGINEERS · SURVEYORS · PLANNERS
28 STATE STREET
GORHAM, MAINE 04038

AS BUILT
CONTRACT NO. 1

SHEET NO. 3 OF 23

STATE OF MAINE REGISTERED PROFESSIONAL ENGINEER
LESTER BERRY JR. 3341

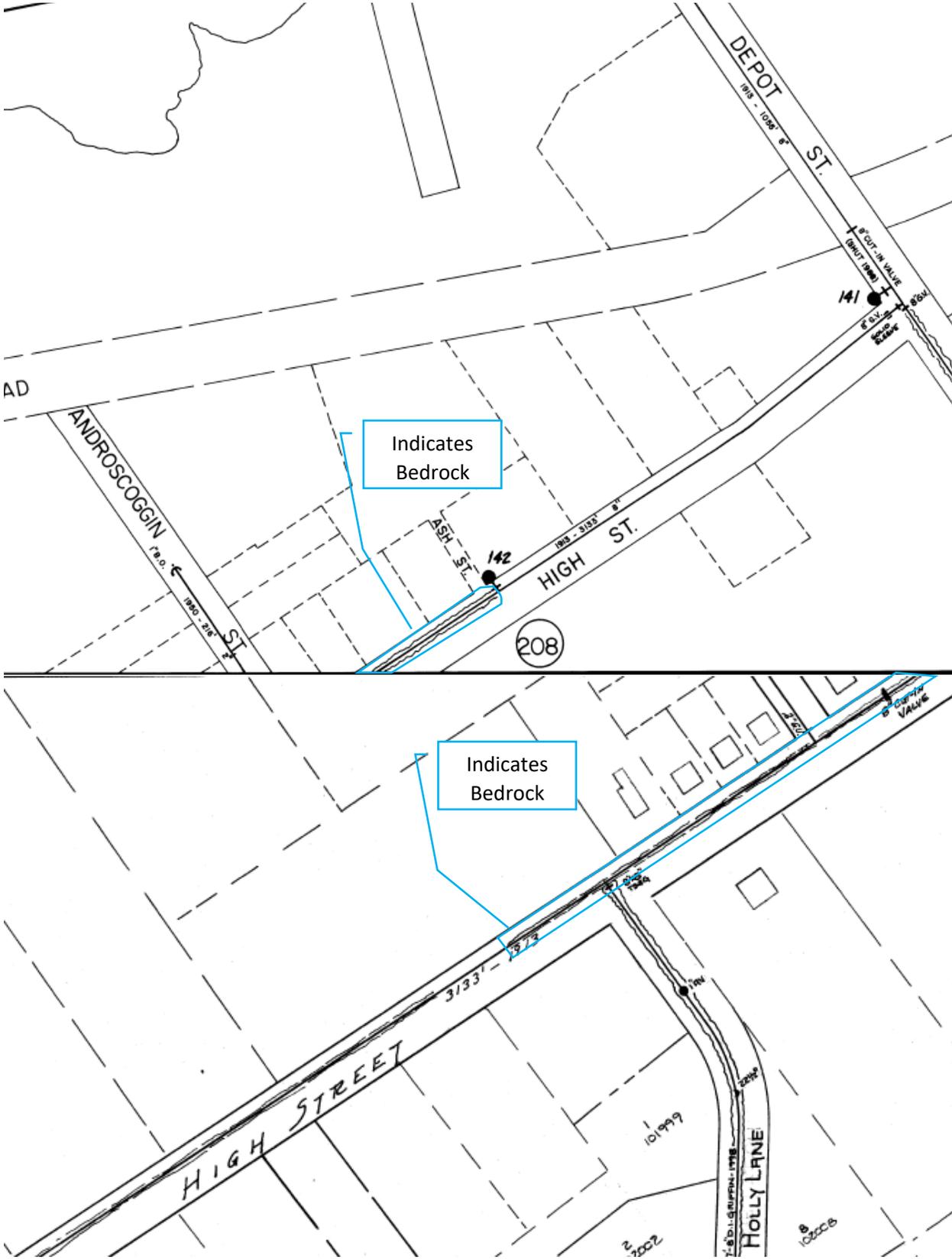
High Street, Windham 2021 Wastewater Trench Photos



Reference point for photo location, ~120 feet from Depot Street.



High Street, Windham Water Main Record Drawings



High Street, Windham Water Main Replacement Project: Pre-bid Attendance Record				
Company	Location	Contact	Phone	Email
Pratt & Sons	Minot, ME	Andrew Ward	207-345-3311	andrew@prattandsons.net
Dearborn Construction	Buxton, ME	Lindsay Dearborn	207-929-8560	ldearborn@dearbornconstruction.com
RJ Grondin & Sons	Gorham, ME	Weston Bergeron	207-854-1147	w.bergeron@rjgrondin.com
Bowdoin Excavation LLC	Gray, ME	Tricia Bowdoin	207-829-3160	tricia@bowdoinexcavation.com
Gorham Sand & Gravel	Buxton, ME	Mike McKinley	207-839-2442	mikem@gsgravel.com
Peters Construction	Buxton, ME	Rob Owens	207-929-8912	rowens@petersconst.com
RE Coleman	Portland, ME	Bill Bradshaw	899-6333	bill.recoleman@outlook.com