

**Portland
Water
District**

From Sebago Lake to Casco Bay

**MARKET STREET, WATERMAN DRIVE ROW, AND
THOMAS STREET ROW
WATER MAIN REPLACEMENT**

**ADDENDUM NO. 1
TO
CONTRACT DOCUMENTS
FOR**

**BIDDING AND CONTRACT REQUIREMENTS AND SPECIFICATIONS
VOLUME 1 OF 1**

DATE: FEBRUARY 27, 2024

Prepared By:
PORTLAND WATER DISTRICT
225 Douglass Street
Portland, ME 04104

SPECIFICATION UPDATES

1. **Section 00520 – Agreement.** Updated to revise the Final Completion Date of the Agreement to May 30, 2025.
2. **Section 00410 – Bid Form.** Updated to make the following revisions:
 - a. Updated the size of PVC water main to be installed from 6-inch to 8-inch in line with the drawings.
 - b. Hourly Police Detail bid item added to the bid form.
 - c. Remove LF 12-inch DI main item, replace with lump sum item to cut out existing tee and install 5-ft of ductile iron main.
3. **Section 01250 – Measurement & Payment.** Updated to make the following revisions:
 - a. Revised W1 to be a lump sum item covering the removal of the existing tee in the Broadway @ Waterman intersection.
 - b. Revised W2 to clarify that polyethylene wrap is to be provided by the Contractor as part of this item.
 - c. Added description of hourly Police Detail bid item (W22)

ATTACHMENTS

1. Project Question Log
2. Section 00520 - Agreement - Revised
3. Section 00410 - Bid Form - Revised
4. Section 01250 - Measurement and Payment – Revised
5. Sheet W4 - Revised

Portland Water District

Market, Waterman ROW, & Thomas ROW – Water Main Replacement Project

Bidding – Question & Response Log

Last Revised: 2/27/24

1. Can the City of South Portland be invited to the pre-bid meeting?
 - a. *PWD can invite the Town to attend the pre-bid meeting, but cannot require them to attend. As the pre-bid is non-mandatory, and any entity can bid without attending, any questions related to Town requirements will need to be formally processed and distributed anyway. Please submit all specific questions you have about requirements related to the Town as soon as possible so they can be responded to.*
2. Are there any special traffic control requirements from the City of South Portland for this project?
 - a. *No (see response re: police detail below).*
3. Are there any special restoration requirements from the City of South Portland for this project?
 - a. *No.*
4. Will police be required for any traffic control?
 - a. *A Police Detail will be required for work in the Waterman @ Broadway intersection. An hourly rate bid item will be added to the Bid Form in Addendum 1.*
5. Are there any permits from the City of South Portland required for this project? If yes, what are the costs?
 - a. *This project will require an Excavation Permit through the City of South Portland's Code Enforcement group. The permit fee outlined on their [website](#) is \$507.*
6. Does any of this work have to be done at night?
 - a. *In order to remove ambiguity in bidding, the drawings shall be revised in Addendum 1 to require the work in the Waterman @ Broadway intersection to be completed at night. This will require a separate Night Work permit to be submitting and approved by the City. This permit carries an additional \$30 fee and must be submitted in advance of the work (timeframe to be determined by the City, assume at least one week).*
7. Please clarify the pipe size and type for the Thomas Street ROW-plans call out for 8" PVC main but there isn't a bid item for it.
 - a. *The Bid Form will be revised to reflect 8-inch PVC in Item W3.*

8. Please clarify the scope of work for each of the three sections.

- a. *The scope of this project has three (3) major elements:*
 - i. **Thomas Street ROW (Sheet W1).** *This sheet outlines the replacement of existing 8-inch cast iron water main currently within the parking lot of Hannaford with 8-inch PVC water main (see note above re: bid form). There are two (2) services to renew as part of this work. This work must be completed by 5/24/24 as outlined in the Specification.*
 - ii. **Waterman Drive ROW & Market Street (Sheets W2 & W3).** *The portion of pipe going north/south on Sheets W2 and W3 is considered to be in Waterman Drive ROW. The portion of pipe going east/west is in Market Street. This portion of the project will include removing existing 8-inch cast iron water main and installing 8-inch ductile iron water main. There are five (5) services to renew as part of this work. This work must be completed by the substantial completion date.*
 - iii. **Waterman Drive @ Broadway Intersection (Sheet W4).** *This sheet outlines the retirement of the existing connection of the Waterman Drive ROW water main to the existing 12-inch main in the intersection. This work will need to be completed as the final portion of work as the drawings call for temporary water to pull from this main during the Waterman Drive ROW/Market Street portion of the project. See responses below regarding payment/scope of this work.*

9. Does the 8" DIP have to be wrapped in poly and is the District supplying the poly wrap?

- a. *Yes, all ductile iron pipe must be wrapped. PWD will not be supplying the wrap. The Measurement & Payment section will be revised to reflect this in the Basis of Payment for Items W1 and W2.*

10. Is any milling required for any of the trenches?

- a. *Milling requirements are outlined in the Standard Details. Only Market Street will require milling. Surface pavement will be able to be installed in the same year in Waterman Drive ROW and Thomas Street ROW. No surface pavement is required for the work in the Waterman @ Broadway intersection.*

11. Would the District please add a concrete sidewalk item for the repairs that are going to be needed for the concrete walks for the installation of the temp and permanent mains?

- a. *All restoration related to the temporary water system is considered incidental, as the Contractor is responsible for field-routing the piping and therefore PWD does not dictate the ultimate location of the temporary water main. Further, all Contractors will need to equally account for restoration of the sidewalk related to the permanent water main as there is no way to avoid this disruption. PWD typically does not carry sidewalk restoration items in their bid and rather keeps this work incidental. Given that the temporary water main restoration is the only potentially variable cost related to sidewalk restoration, PWD would prefer to keep the bid structured as is.*

12. For the milling-is that saying that we only need a 12" offset grind on each side of the trench?

- a. *Correct.*

13. Please clarify the sheet that shows the work that has to be completed by 5/24/2024.

- a. All work included final restoration on Sheet W1 must be completed by 5/24/24.*

14. Please clarify-supply a more detailed description of the work taking place on plan sheet W4 and how it will be paid for.

- a. The Bid Form and callouts on the drawings will be revised in Addendum 1 to reflect a lump sum retirement line item based on cutting out the existing tee and installing five (5) feet of 12-inch ductile iron water main.*

15. The measurement/payment section, under all of the service items (W6-W12) it states that the curb/sidewalk restoration is incidental to those items but what about the grave;/pavement for the services that go through parking lots, is that paid for under the individual items or incidental to the services?

- a. Gravels and Pavement for the services are paid out under items W16-W19 in the same way the main is. The Services (W6-W12) are to be restored per the Service Pipe trench restoration detail on Sheet D2.*

16. Can you confirm the final completion date for the project?

- a. Final completion for the project will be May 30, 2025. This will be revised in the Agreement in Addendum 1.*

17. Is the Contractor required to install 6" base pavement in 2024 or 2025? Please elaborate on the paving requirements for this project.

- a. The following will describe the paving requirements for each major section of the project. Please review Sheet D2 for trench restoration details, notes, and pay widths:*
 - i. **Thomas Street ROW (Sheet W1).** The trench in this parking lot shall be restored with base pavement and surface pavement. Base pavement shall match existing with a maximum depth of 6-inches. PWD has estimated that 4-inches of base pavement will be required. Surface pavement may be installed within the same season as the base pavement. Surface pavement shall be installed with a 1-ft overlap on either side of the base pavement per the trench restoration detail.*
 - ii. **Market Street (Sheet W2).** The trench in this public roadway shall be restored with base pavement and surface pavement. Base pavement shall match existing with a maximum depth of 6-inches. PWD has estimated that 6-inches of base pavement will be required to bring the trench to grade in 2024. These trenches must be milled in Spring 2025 followed by installation of surface pavement. Surface pavement shall be installed with a 1-ft overlap on either side of the base pavement per the trench restoration detail.*
 - iii. **Waterman Drive ROW (Sheets W2 & W3).** The trench in this parking lot shall be restored with base pavement and surface pavement. Base pavement shall match existing with a maximum depth of 6-inches. PWD has estimated that 4-inches of base pavement will be required. Surface pavement may be installed within the same season as the base pavement. Surface pavement shall be installed with a 1-ft overlap on either side of the base pavement per the trench restoration detail.*

- iv. **Waterman Drive @ Broadway Intersection (Sheet W4).** The trench in this intersection shall be restored with base pavement installed to grade. Surface pavement is not required for this trench. Base pavement shall match existing with a maximum depth of 6-inches. PWD has estimated that 6-inches of base pavement will be required based on City records.

18. Please confirm the limits of paving in Market Street as it related to the required milling/surface pavement installation.

- a. The water main trenches within the public right-of-way limits of Market Street will require milling and surface pavement installation in the spring of 2025. Work on private property does not require milling. The limits of Market Street paving can be measured based on the property lines shown on Sheet W2.

19. Is there any available wiggle room on substantial and final completion dates?

- a. The substantial and final completion dates will not be changed at this time. There is no impending paving that is influencing these dates, but in order to ensure PWD Inspection availability for other projects these dates will need to be held.

20. Can the Contractor have two crews working in tandem on this project, one at each site?

- a. PWD will allow for multiple crews to be working at once under one (1) inspector for this project given the proximity of the sites and expected duration of work on Thomas Street ROW.

21. Will message boards be required are part of the traffic control plan?

- a. The City of South Portland has not indicated that message boards will be required as part of the traffic control plan for this project. For the purposes of the bid, please assume they are not required.

22. Can you elaborate on the requirements in the Temporary Water Main Specification related to restoration of sidewalk ramps?

- a. During the pre-bid meeting, callouts on the temporary water main plan were examined and the temporary water main Specification section was discussed. PWD outlined that the most recent revision of the Specification stipulated that restoration of any sidewalk ramps that must be restored to ADA Compliant standards would be the responsibility of the Contractor. PWD shall not bare the responsibility for payment of this restoration as the Contractor is responsible for field-routing the temporary water main that they, or their subcontractor, install for the project. In support of this, PWD provides a temporary water reference plan that does not depict disruption to existing sidewalk ramps and callouts are included in the drawings to impress the importance of avoiding these ramps. This requirement within the Specification will not be changed for this project and Contractors should plan accordingly for installing the temporary water main in such a way that the ramps are not disrupted.

23. Are there private utilities on either of the project sites?

- a. PWD is not aware of any private utilities on either site other than what is shown on the provided survey of Thomas Street ROW and what is visible via Google Street View on Waterman Drive ROW.

24. Is the District going to pay for new pavement that is placed that is due to the installation of the temporary water line?

- a. *From Subsection 1.02.A.13 of the Measurement and Payments Section related to Incidental Work: Temporary construction and other facilities not to be permanently incorporated into the work necessary for construction sequencing and maintenance of operations. Inclusive of but not limited to temporary water supply system and pavement restoration of temporary water supply system trenches outside the limits of payment for pavement associated with permanent water infrastructure replacements.*

**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:

Market Street, Waterman Drive ROW, and Thomas Street ROW water main replacement, South Portland

ARTICLE 2 – THE PROJECT

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

Market Street, Waterman Drive ROW, and Thomas Street ROW water main replacement, South Portland

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: Dates*

- A. The window to begin the Work shall open April 15, 2024.
- B. The Work will be substantially completed on or before July 12, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 30, 2025.
1. Work related to the Thomas Street ROW shall be completed included final restoration prior to May 24, 2024 as outlined in Section 01010.

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 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 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. 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 █ to █, 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

Section 00410

Bid Form

Portland Water District

Market Street, Waterman Drive ROW, and Thomas Street ROW

South Portland, Maine

2024 Water Main Replacement

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	2
Article 2 – Bidder’s Acknowledgements	2
Article 3 – Bidder’s Representations	2
Article 4 – Bidder’s Certification.....	3
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion.....	5
Article 7 – Attachments to this Bid.....	5
Article 8 – Defined Terms	5
Article 9 – Bid Submittal	5

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Portland Water District, 225 Douglass Street, Portland, ME 04102

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	Remove Ex. Tee (Broadway @ Waterman)	LS	1	\$	\$
W2	8-inch Ductile Iron Water Main (Pipe provided by Owner)	LF	682	\$	\$
W3	8-inch PVC Water Main	LF	187	\$	\$
W4	8-inch Gate Valve	EA	3	\$	\$
W5	Hydrant	EA	1	\$	\$
W6	1-inch Copper Service (51 Market St)	EA	1	\$	\$
W7	1-inch Copper Service (625 Broadway)	EA	1	\$	\$
W8	1.5-inch Copper Service (50 Cottage Rd)	EA	1	\$	\$
W9	2-inch Copper Service (50 Market St)	EA	1	\$	\$
W10	6-inch Ductile Iron Service (51 Market St)	EA	1	\$	\$
W11	8-inch Ductile Iron Service (50 Market St)	EA	1	\$	\$
W12	6-inch PVC Service (50 Cottage Rd)	EA	1	\$	\$
W13	Gravel Borrow	CY	110	\$	\$
W14	Unsuitable Material Excavated Below Grade	CY	35	\$	\$
W15	Rock Excavation	CY	25	\$	\$
W16	Aggregate Subbase Course Type D	CY	290	\$	\$
W17	Aggregate Base Course Type A	CY	165	\$	\$
W18	HMA Binder Course - 19MM	TON	265	\$	\$
W19	HMA Surface Course - 9.5MM	TON	105	\$	\$
W20	Work Zone Traffic Control	LS	1	\$	\$

W21	Flagging	LS	1	\$	\$
W22	Police Detail	HR	8	\$	\$
W23	Foreman	HR	5	\$	\$
W24	Laborer	HR	5	\$	\$
W25	Excavator & Operator	HR	5	\$	\$
W26	Loader & Operator	HR	5	\$	\$
W27	Dump Truck & Driver	HR	5	\$	\$
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.

Section 01250

Measurement and Payment

PART 1 - GENERAL

1.01 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All measurements for payments will be based on completed work performed in strict accordance with the drawings and specifications, and on the contract bidding and payment item schedules. All work completed under the contract will be measured by the Owner according to the methods outlined below. In cases where the payment clause in the specifications relating to any unit or lump sum price stated in the contract requires that the said unit or lump sum price cover and be considered compensation for certain work or material essential to the item, this same item will not be measured or paid for under any other pay item which may appear elsewhere in the specifications.
- B. The Contractor, in case of unit price items measured for payment, shall be paid for the actual amount of work accepted and for the actual amount of materials in place. At the end of each day's work, the Contractor's authorized representative shall meet with the Owner's representative and determine the quantities of unit price work accomplished or completed during the work day. The Owner's representative will then prepare two "Daily Quantity Reports" which shall be signed by both the Contractor's representative and the District's representative. These completed forms will provide the basis for the Contractor's partial payment requests. Items not appearing on the Daily Quantity Report will not be included for payment.

1.02 INCIDENTAL WORK

- A. Incidental work items for which separate payment is not made include (but are not limited to) the following items:
 - 1. Dewatering
 - 2. Dust Control
 - 3. Erosion control
 - 4. Traffic control plan
 - 5. Construction signs
 - 6. Trench boxes, steel and/or wood sheeting as required, including that left in place
 - 7. Clean-up
 - 8. Loaming and seeding
 - 9. Restoration of property
 - 10. Repair and replacement of utilities damaged by construction activity and corresponding proper disposal of removed materials
 - 11. Excavation under/near and/or crossing other utilities, including any equipment/supports required for that work
 - 12. Fittings (e.g., crosses, tees, bends, sleeves) shown on the Drawings
 - 13. Bonds, insurance, shop drawings, warranties and other submittals required by the contract documents

14. Temporary construction and other facilities not to be permanently incorporated into the work necessary for construction sequencing and maintenance of operations. Inclusive of but not limited to temporary water supply system and pavement restoration of temporary water supply system trenches outside the limits of payment for pavement associated with permanent water infrastructure replacements.
15. Permits not otherwise paid for or provided by the Owner
16. Facilities for storage of materials to be incorporated into the Work
17. Test pits to determine existing utility locations, soil conditions, and as required to complete the Work
18. Assessment of potential obstructions to project work (e.g., existing pipes, services, conduits, ducts, sewers, etc.) and all arrangements with owners of those obstructions to allow for the project work to take place.
19. Protection of existing trees, buildings, structures, and utilities (both public and private) including poles, signs, services to buildings, buried utilities, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind.
20. Mobilization/demobilization.
21. Clearing, grubbing, and stripping.
22. Saw cutting, removal, and disposal of existing pavement, concrete, and/or cobblestones.
23. Resetting or replacement of existing street signs
24. Pre-construction photographs/videos (as necessary).
25. Providing material for and installation of rigid foam board insulation as instructed by the Owner in areas where service pipe and/or water main is installed without proper cover or is installed within close proximity to sewer/storm manholes.

1.03 PAYMENT ITEMS

A. Items W1 – Remove Existing Tee (Broadway @ Waterman)

1. Method of Measurement: Lump sum.
2. Basis of Payment: Payment of the lump sum price established in the Bid shall be full compensation for clearing, excavating, shoring and bracing, dewatering, pipe, fittings, polyethylene wrap, bedding, laying and jointing, removing and disposing of existing pipe and appurtenances that are being replaced, select backfill, backfilling up to bottom of subbase gravel and compaction of placed materials and associated work as specified and shown on the Drawings. Separate payment shall be made for aggregate subbase gravel, aggregate base gravel, and Hot Mix Asphalts.
3. Schedule of Payment: Installation - 100%

B. Item W2 – 8-inch Ductile Iron Water Main

1. Method of Measurement: Linear feet as measured along the centerline of the pipe for the actual number of linear feet of pipe and fittings installed.
2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for coordinating delivery of pipe to job site with Owner and the Supplier, clearing, excavating, shoring and bracing, dewatering, fittings, polyethylene wrap, bedding, laying and jointing, testing, removing and disposing of existing pipe and appurtenances that are being replaced,

connections to existing mains and services that are remaining, select backfill, backfilling up to bottom of subbase gravel and compaction of placed materials and associated work as specified and shown on the Drawings. Separate payment shall be made for aggregate subbase gravel, aggregate base gravel, and Hot Mix Asphalts. Ductile iron water main and standard gaskets shall be provided by the Owner.

3. Schedule of Payment: Installation - 80%, Testing - 20%

C. Item W3 - PVC Water Main

1. Method of Measurement: Linear feet as measured along the centerline of the pipe for the actual number of linear feet of pipe and fittings installed.
2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for clearing, excavating, shoring and bracing, dewatering, pipe, fittings, bedding, laying and jointing, testing, removing and disposing of existing pipe and appurtenances that are being replaced, installation of tracer wire and associated fixtures, connections to existing mains and services that are remaining, select backfill, backfilling up to bottom of subbase gravel and compaction of placed materials and associated work as specified and shown on the Drawings. Separate payment shall be made for aggregate subbase gravel, aggregate base gravel, and Hot Mix Asphalts.
3. Schedule of Payment: Installation - 80%, Testing - 20%

D. Item W4 - Gate Valves

1. Method of Measurement: Actual number installed
2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, backfilling, sleeves (where required), valve box, select backfill, testing, and associated work as specified and shown on Drawings. Separate payment shall be made for aggregate subbase gravel, aggregate base gravel, and Hot Mix Asphalts. Gate valves shall be provided by the Owner.
3. Schedule of Payment: Installation - 100%

E. Item W5 - Hydrant Assembly

1. Method of Measurement: Actual number installed
2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, hydrant tee, 6-inch hydrant control valve, valve box, 6-inch ductile iron pipe, hydrant, fittings, hydrant extensions (if required), removal and disposal of existing hydrant and appurtenances, thrust blocks, backfill, testing, cleanup (loam/seed and/or sidewalk restoration), and associated work as specified and shown on Drawings.
3. Schedule of Payment: Installation - 100%

F. Items W6 to W9 - Copper Services

1. Method of Measurement: Actual number installed
2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, pipe, corporation, fittings, connection to existing service, service box, rod, curb stop, select backfill, backfilling, testing, cleanup (loam/seed and/or sidewalk/curb restoration), and associated work as specified and shown on Drawings.
3. Schedule of Payment: Installation – 100%

G. Items W10 & W11 - Ductile Iron Services

1. Method of Measurement: Actual number installed
2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, pipe, tee, fittings, connection to existing service, service gate valve, select backfill, backfilling, testing, cleanup (loam/seed and/or sidewalk/curb restoration), and associated work as specified and shown on Drawings.
3. Schedule of Payment: Installation – 100%

H. Item W12 - PVC Service

1. Method of Measurement: Actual number installed
2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, pipe, tee, fittings, connection to existing service, service gate valve, select backfill, backfilling, testing, cleanup (loam/seed and/or sidewalk/curb restoration), and associated work as specified and shown on Drawings.
3. Schedule of Payment: Installation - 100%

I. Item W13 - Gravel Borrow

1. Method of Measurement: Cubic yards as measured in place for the actual number of yards of gravel borrow installed.
2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, installation and compaction of gravel borrow as directed by the Owner to replace unsuitable excavated material.
3. Schedule of Payment: Installation - 100%

J. Item W14 - Unsuitable Material Excavated Below Pipe Grade

1. Method of Measurement: Cubic yard as measured in place prior to removal for the actual number of cubic yards excavated within the limits shown on the Drawings and directed by the Owner.
2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for removing unsuitable material excavated below trench grade and replacing with granular bedding material as directed by the Owner.

3. Schedule of Payment: Excavation - 100%

K. Item W15 - Rock Excavation

1. Method of Measurement: Cubic yard as measured in place prior to removal for the actual number of cubic yards excavated within the pay limits shown on the Drawings and directed by the Owner. Boulders less than two cubic yards in volume will not be measured for payment.
2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for excavation, shoring and bracing, dewatering, excavation, select backfill replacement, erosion control, cleanup and associated work as specified and shown on the Drawings.
3. Schedule of Payment: Excavation - 100%

L. Item W16 - Aggregate Subbase Course Type D

1. Method of Measurement: Cubic yards as measured in place for the actual number of yards of Aggregate Subbase Course Type D installed.
2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for installation grading, and compaction of Aggregate Subbase Course Crushed (MDOT 703.06c) used for trench repair or as directed by the Owner.
3. Schedule of Payment: Installation - 100%

M. Item W17 - Aggregate Base Course Type A

1. Method of Measurement: Cubic yards as measured in place for the actual number of yards of Aggregate Base Course Type A installed.
2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for installation grading, and compaction of Aggregate Base Course Crushed (MDOT 703.06a) used for trench repair or as directed by the Owner.
3. Schedule of Payment: Installation - 100%

N. Items W18 & W19 - Hot Mix Asphalt (HMA) [19MM and 9.5MM]

1. Method of Measurement: The volume will be measured in place for the actual quantity of paving installed within the pay limits within the trench repair areas indicated on the drawings. The total paving volume will be converted to weight in tons by the following formula for payment under these bid items:

$$\begin{array}{ccccccc} \text{Paving Area} & \times & \text{Paving Thickness} & \times & 0.06 & = & \text{Paving Weight} \\ (\text{square yards}) & & (\text{inches}) & & & & (\text{tons}) \end{array}$$

2. Basis of Payment: Payment of the unit price established in the Bid shall be full compensation for placing hot bituminous pavement, milling as required, and clean up and associated work as specified and shown on the Drawings. A price adjustment (up or down) based on the variance in costs for performance graded binder will be made for this item and calculated with the following formula (based on MDOT special provision section 108.)

Price adjustment = (# of tons) x (period price - base price) x [asphalt factor]

Base Price = The price of the PG binder liquid per ton that exists on the bid opening date

Period Price = The price of the PG binder liquid per ton that exists on the paving date that uses the New England Average Selling price.

% Asphalt factor = 5.2% for 19mm, 5.6% for 12.5mm and 6.2% for 9.5mm

Liquid prices are found at:

<http://www.maine.gov/mdot/contractors/bidderinfo/asphalt.shtml>

3. Schedule of Payment: Installation - 100%

O. Items W20 & W21 - Traffic Control Items

1. Method of Measurement: Lump Sum.
2. Basis of Payment: Payment of the lump sum prices established in the Bid shall be full compensation for providing work zone traffic control, traffic signs, construction signs, flaggers, and associated work as specified.
3. Schedule of Payment: Final Completion - 100%

P. Item W22 – Police Detail

1. Method of Measurement: Total Hours.
2. Basis of Payment: Unit price per man-hour as stated in the Bid. Payment shall include the number of hours the designated station is occupied. The number of hours authorized for payment will be measured to the nearest ¼ hour
3. Schedule of Payment: Completion of Work - 100%

Q. Items W23 & W24 - Foreman & Laborer

1. Method of Measurement: Total hours.
2. Basis of Payment: Unit price per man-hour as stated in the Bid. Payment shall include wages, benefits and overhead and profit for personnel for the purpose of performing extra work at the request of the Owner.
3. Schedule of Payment: Completion of Work - 100%

R. Items W25 to W27 - Excavator, Loader, and Dump truck

1. Method of Measurement: Total hours.
2. Basis of Payment: Unit price per hour as stated in the Bid. Payment shall include equipment and operator/driver, wages, benefits, fuel and overhead and profit for the purpose of performing extra work at the request of the Owner.

3. Schedule of Payment: Completion of Work - 100%

PART 2 – PRODUCTS

(NOT USED)

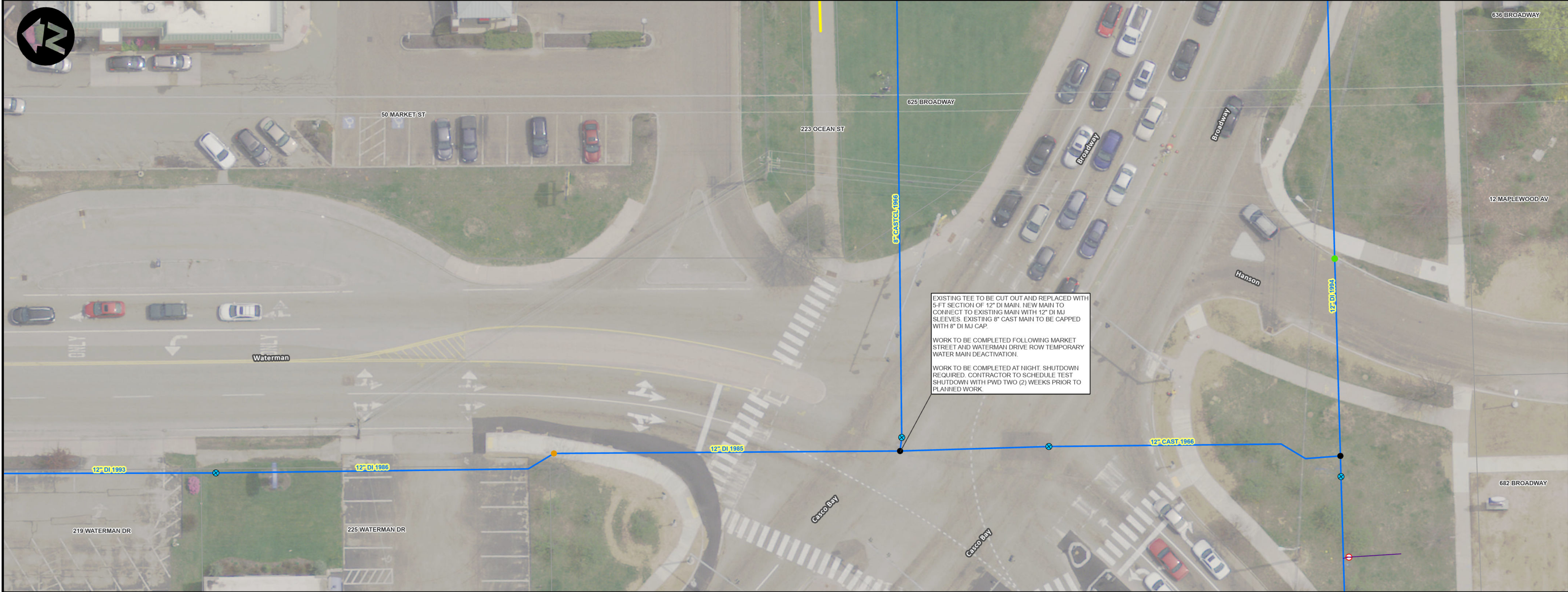
PART 3 - EXECUTION

(NOT USED)

-- END OF SECTION --



EXISTING AND TEMPORARY MAINS
1 IN = 20 FT



PROPOSED MAINS
1 IN = 20 FT

NOTES

1. CONTRACTOR SHALL DISPOSE OF ALL EXCAVATED PIPING AND APPURTENANCES. SALVAGE ALL REMOVED HYDRANTS AND DELIVER TO PWD YARD AT 225 DOUGLASS ST - PORTLAND.
2. ALL MAINS AND SERVICES SHALL BE INSTALLED WITH 5.5' OF COVER MEASURED FROM PROPOSED ROAD GRADE UNLESS INDICATED OTHERWISE ON THE DRAWINGS OR APPROVED BY A PWD REPRESENTATIVE.
3. THE PORTLAND WATER DISTRICT WILL NOTIFY CUSTOMERS FOR ALL WORK INVOLVING TEMPORARY SHUTDOWN OF SERVICE. CUSTOMERS MUST RECEIVE AT LEAST 48 HOURS NOTIFICATION PRIOR TO ANY SHUTDOWN. THE DISTRICT MUST RECEIVE NOTICE FROM THE CONTRACTOR OF THE SHUTDOWN AT LEAST 4 DAYS PRIOR TO THE PROPOSED SHUTDOWN.
4. ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE POLY-WRAPPED PER SPECIFICATIONS.
5. ALL TEMPORARY WATER TO BE BURIED BELOW GRADE AT DRIVEWAYS AND ROAD WAYS.
6. REMOVE ALL OLD PIPING NOT EXPLICITLY CALLED OUT FOR ABANDONMENT.
7. REPLACE ALL SERVICES TO BE RENEWED FROM MAIN TO STREET LINE WITH 1" COPPER PIPING, UNLESS OTHERWISE NOTED.
8. LOCATIONS OF UTILITIES OTHER THAN WATER ARE APPROXIMATE, AND NOT ALL UTILITIES ARE SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING, SUPPORTING AND PROTECTING ALL UTILITIES DURING INSTALLATION OF THE WATER MAIN.
9. INSTALL SWIVEL TYPE TEES FOR ALL HYDRANT CONNECTIONS.
10. A SHUTDOWN INCLUDING CUSTOMER NOTIFICATION IS REQUIRED FOR INSTALLATION OF ALL CUT-IN VALVES AND FITTINGS ON EXISTING WATER MAINS.
11. ALL FITTINGS SHALL BE MECHANICAL JOINT (RETAINED).
12. REMOVE THE TOP SECTION OF ALL ABANDONED VALVE BOXES AND FILL WITH SAND.
13. INSTALL A MECHANICAL JOINT CAP ON ENDS OF ALL ABANDONED MAINS.

LEGEND

- EXISTING WATER MAIN
- PROPOSED WATER MAIN
- TEMPORARY WATER MAIN
- PROPOSED/RENEWED SERVICE
- RECONNECT SERVICE

PROJECT:
525745

MARKET STREET, WATERMAN DR ROW
AND THOMAS STREET ROW
WATER MAIN REPLACEMENT
SOUTH PORTLAND, MAINE

DRAWN BY:
KAR
DESIGN BY:
AS
DATE:
2/26/2024

225 Douglass Street
PO Box 3553
Portland, Maine 04104



SHEET:

W4