



Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

PORTLAND WATER DISTRICT

225 Douglass Street
Portland, Maine 04104-3553

ADDENDUM NO. 1
TO
CONTRACT DOCUMENTS
FOR

Oakhurst Road Area - Water Main Renewal

Cape Elizabeth, Maine
February 17, 2022



QUESTIONS & RESPONSES

1. What is the estimated value of this project?
 - a. The project is estimated at a value of roughly \$1,400,000.
2. Are there Union requirements for this project?
 - a. No, there are no Union requirements.
3. Are Davis Bacon wage rates required for this project?
 - a. No, Davis Bacon wage rates are not required.
4. What is the start date for construction?
 - a. There is no listed start date for the project. The expected start date would be Spring 2022.
5. Will the Town allow for blasting as part of this project?
 - a. Blasting is not allowed in this project, per the Town of Cape Elizabeth.
6. Are there portions of the project to be bored?
 - a. No portions of the project are called to be bored in the plans.
7. What are the lengths and sizes of the portions to be bored?
 - a. No portions of the project are called to be bored in the plans.
8. What are the approximate lengths, sizes of the pipes to be rehabilitated on the project?
 - a. Size and estimated lengths of pipe are included in the Bid Form (Section 00410).
9. Can you provide the EJCDC C-430 (2013 Edition) Bid Bond Form?
 - a. This form was distributed among the Plan Holders ahead of the Pre-Bid meeting and is available on request per the Specifications.
10. Who is responsible for applying for and paying fees associated to the Street Opening Permit for this project?
 - a. Section 01010 of the Specifications has been revised to include a reference to permitting for the project under Duties of the Contractor.
11. How is the tapping sleeve and gate valve shown on Sheet 1 of 6 accounted for in the bid items?
 - a. The Tapping Sleeve is an incidental item to bid items W1 & W2 as a connection to existing main. Gate valves are accounted for in bid items W5 & W6.
12. Section 01250 was not included in the original Bid Package, when will this be available?
 - a. Section 01250 has been included in the full Bid Package as part of this Addendum.
13. The Standard Details were not in the original bid package, when will these be sent?
 - a. The initial version of the Standard Details was sent to each of the Plan Holders ahead of the Pre-Bid Meeting. This document will be included in the full bid package issued to all Plan Holders are part of this Addenda, and will be edited in response to questions to follow.
14. The trench pay width is not included in the Standard Details, will this information be available?
 - a. The Standard Details have been revise to reflect the trench pay width.
15. Are there any specific trench restoration requirements for this project?
 - a. There are no specific trench restoration requirements for this project from the Town outside of what is shown in the trench repair detail. Sawcutting of pavement should be performed as outlined in the Specifications.

SPECIFICATION UPDATES

1. Duties of the Contractor have been updated in Section 01010 - Summary of Work related to permitting.
2. Quantities for pavement bid items (W16 & W17) have been updated in Section 00410 - Bid Form.

PLANS

1. Standard Detail Sheet D1 has been updated to reflect trench and pavement pay widths.

ATTACHMENTS

1. Section 00410 - Bid Form
2. Section 01010 - Summary of Work
3. Section 01250 - Measurement and Payment
4. Standard Details - Sheet D1

ATTACHMENT 1

Section 00410 - Bid Form

Section 00410

Bid Form

Portland Water District
Oakhurst Road Area Water Main Renewal
Cape Elizabeth, 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	8-inch Ductile Iron Water Main	LF	1772	\$	\$
W2	6-inch Ductile Iron Water Main	LF	1328	\$	\$
W3	Hydrant Assembly	EA	3	\$	\$
W4	8-inch Cut-in Gate Valve	EA	2	\$	\$
W5	8-inch Gate Valve	EA	11	\$	\$
W6	6-inch Gate Valve	EA	4	\$	\$
W7	1-inch Air Release Valve	EA	9	\$	\$
W8	1-inch Copper Service - Short side	EA	24	\$	\$
W9	1-inch Copper Service - Long side	EA	17	\$	\$
W10	1-inch Copper Service - Reconnect	EA	3	\$	\$
W11	Gravel Borrow	CY	400	\$	\$
W12	Unsuitable Material Excavated Below Grade	CY	100	\$	\$
W13	Rock Excavation	CY	1000	\$	\$
W14	Aggregate Subbase Course Type D	CY	850	\$	\$
W15	Aggregate Base Course Type A	CY	200	\$	\$
W16	HMA Binder Course - 19.5MM	T	525	\$	\$
W17	HMA Surface Course - 9.5MM	T	325	\$	\$
W18	Work Zone Traffic Control	LS	1	\$	\$
W19	Flagging	LS	1	\$	\$
W20	Foreman	HR	5	\$	\$

W21	Laborer	HR	5	\$	\$
W22	Excavator w/ Operator	HR	5	\$	\$
W23	Loader w/ Operator	HR	5	\$	\$
W24	Dump Truck w/ 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.

ATTACHMENT 2

Section 01010 - Summary of Work

Section 01010

Summary of Work

PART 1 - GENERAL

1.01 SUMMARY

- A. The Contractor shall furnish and install water main and appurtenances in Oakhurst Road, Glenden Road, High Bluff Road, Hermit Thrush Road, Arrow Point Road, and Woodcrest Road, Cape Elizabeth, ME, as shown on the Drawings and specified herein.
- B. The Contractor shall perform leakage and pressure tests and disinfect the installed water main as specified herein.

1.02 DUTIES OF THE OWNER

- A. The Owner will locate the terminal points of the work and will also locate any of its facilities lying in close proximity which would in any way be a hazard to the Contractor's operations.
- B. The Owner will operate any valves or hydrants which may be found desirable or necessary to be used for any purpose.
- C. The Owner will notify customers of all work involving temporary shutdown of service.

1.03 DUTIES OF THE CONTRACTOR

- A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto.
- B. Provide water mains to supply the Owner with a satisfactory, watertight pipeline, laid to proper line and grade in accordance with these contract documents, to the satisfaction of the Owner. The Contractor shall leave the site in a condition, which is suitable to the Owner, abutting landowners and any municipal or state authorities having jurisdiction over the areas involved.
- C. The Contractor shall furnish plant and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Contract.
- D. The Contractor must give the District adequate notice of all planned activities such as shutdowns to allow time for customer notification.
- E. The Contractor shall obtain all necessary street opening permits and comply with all rules and regulations associated with those permits. Any fees associated to obtaining these permits shall be the responsibility of the Contractor.
- F. The Contractor shall schedule a Pre-Construction Meeting with the District's Construction Scheduler three to four weeks ahead of planned start of construction.
- G. The Contractor shall schedule construction inspection services with the District's Construction Scheduler two weeks ahead of planned start of construction.

- H. The Contractor will furnish all fuel, gasoline, oil, etc. for the operation of his equipment, all tools and equipment, and all labor and supervision necessary for the handling of material, for excavation, installation, backfilling and cleaning the site as required. He will dispose of excess spoil and restore the land surface to the original contour over the entire length of the project. Restoration shall be made to the satisfaction of the Engineer.
- I. The Contractor will perform the pressure and leakage test and disinfection of the main as described herein in the presence of the Engineer or Owner.
- J. The Contractor shall install and maintain a temporary water system sufficient to maintain service to all customers during the water main replacement.

PART 2 – PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

-- END OF SECTION --

ATTACHMENT 3

Section 01250 - Measurement and Payment

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.

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. Crossing other utilities
 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

1.03 PAYMENT ITEMS

A. Items W1 & W2 - 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 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, 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 measurement and payment will be made for placement and compaction of subbase and base gravels and placement and compaction of Hot Mix Asphalts.
3. Schedule of Pavement: Installation - 75%, Testing - 15%, Pavement/Restoration - 10%

B. Item W3 - 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, 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 Pavement: Installation - 75%, Testing - 10%, Pavement/Restoration - 15%

C. Items W4 to W6 - 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, valve, sleeves (where required) valve box, 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.
3. Schedule of Pavement: Installation - 75%, Testing - 10%, Pavement/Restoration - 15%

D. Item W7 - 1-inch Air Release 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, valve, sleeves (where required) valve box, 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.
3. Schedule of Pavement: Installation - 75%, Testing - 10%, Pavement/Restoration - 15%

E. Items W8 to W10 - 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, backfilling, 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.
3. Schedule of Payment: Installation - 75%, Testing - 10%, Pavement/Restoration - 15%

F. Item W11 - 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%

G. Item W12 - Unsuitable Material Excavated Below 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%

H. Item W13 - 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%

I. Item W14 - 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%

J. Item W15 - 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%

K. Items W16 & W17 - Hot Mix Asphalt (HMA) [19.5MM 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, clean up and associated work as specified and shown on the Drawings.

3. Schedule of Payment: Installation - 100%

L. Items W19 & W20 - 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, flaggers, and associated work as specified.

3. Schedule of Payment: Final Completion - 100%

M. Items W20 & W21 - 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%

N. Items W22 to W24 - 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 --

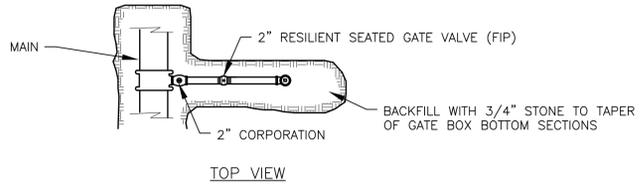
ATTACHMENT 4

Standard Details - Sheet D1

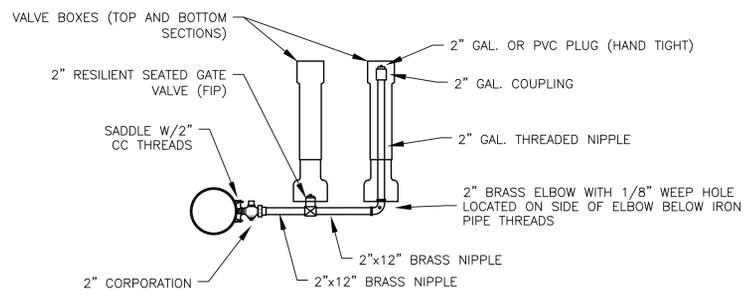


DRAWN BY: KAR
DESIGN BY: AS
CHECKED BY: WEP
DATE: 2/16/2022

Portland Water District
ASSET MANAGEMENT AND PLANNING DEPARTMENT
225 DOUGLASS STREET, PORTLAND ME 04104
(207) 774-5961 WWW.PWD.ORG

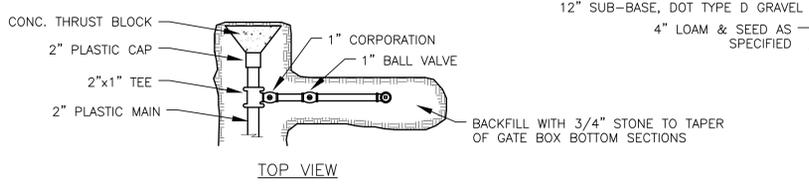


TOP VIEW

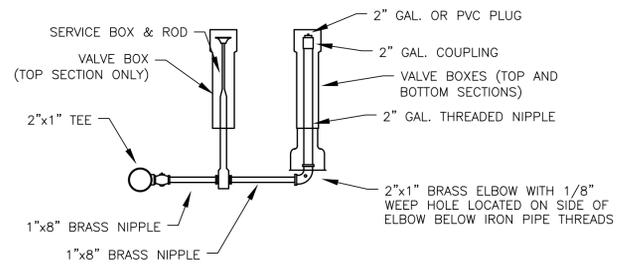


SIDE VIEW

SIDE-ARM BLOW-OFF (4" & LARGER MAINS)

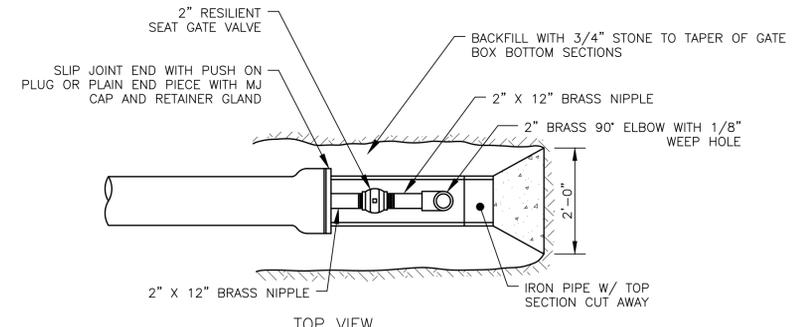


TOP VIEW

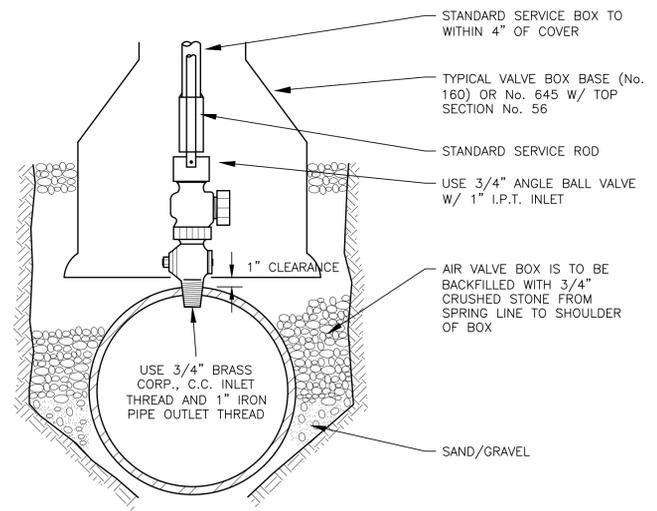


SIDE VIEW

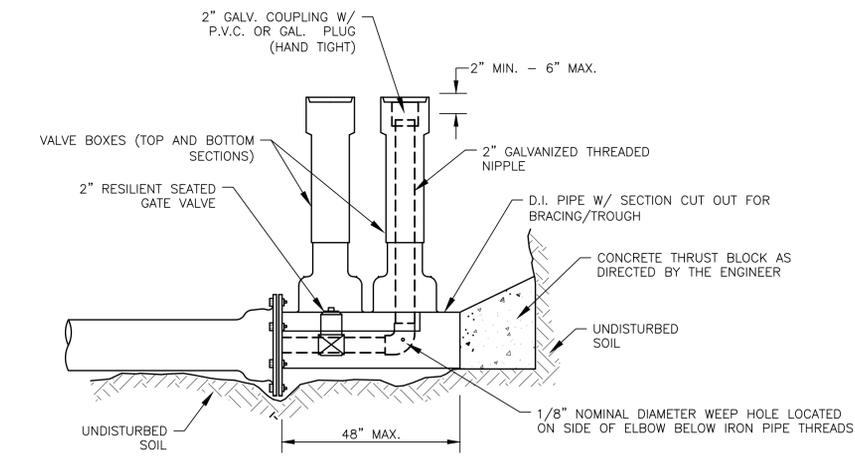
SIDE-ARM BLOW-OFF (2" MAIN)



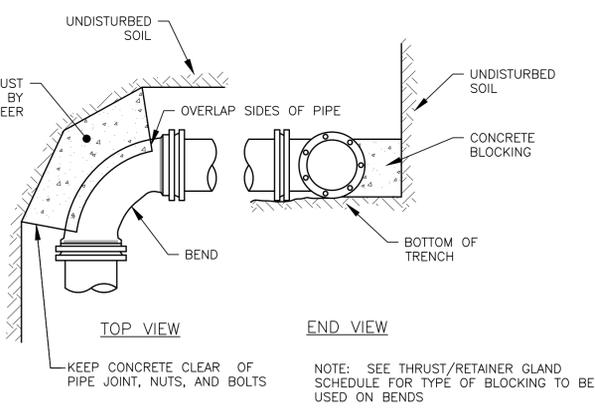
TOP VIEW



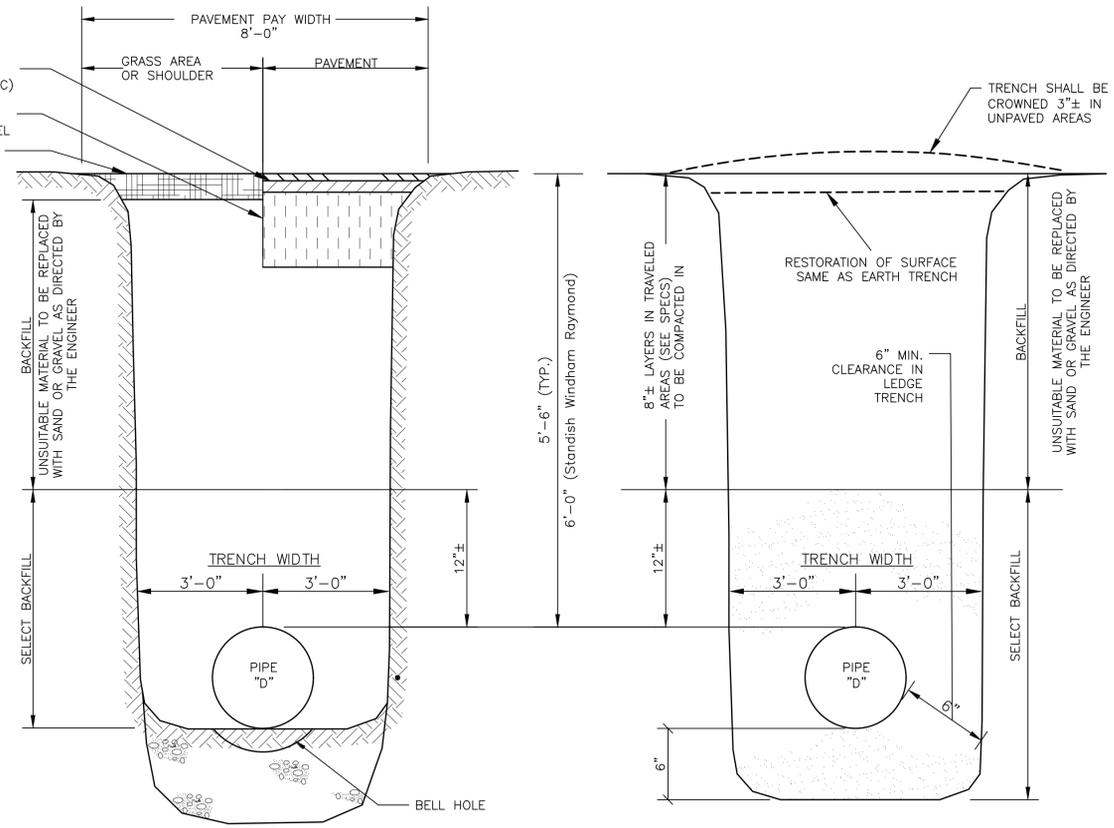
TYPICAL AIR VALVE (1")



STANDARD 2" BLOW OFF

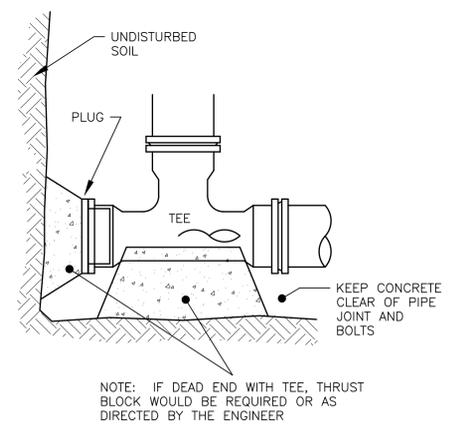


STANDARD BEND BLOCKING

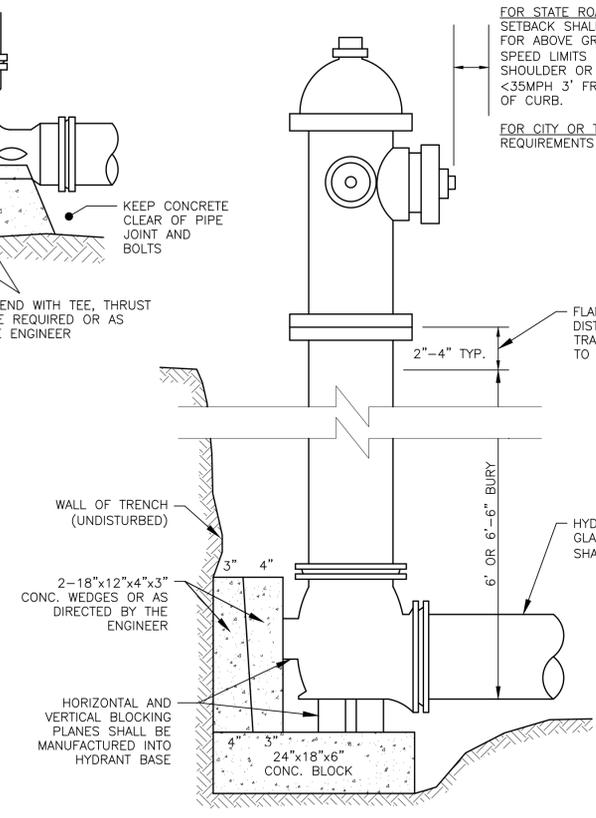


SECTION THRU EARTH TRENCH

SECTION THRU LEDGE TRENCH



NOTE: IF DEAD END WITH TEE, THRUST BLOCK WOULD BE REQUIRED OR AS DIRECTED BY THE ENGINEER



TYPICAL HYDRANT INSTALLATION DETAIL