



Sebago Heights Pump Station Controls Upgrade

ADDENDUM NUMBER TWO

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

Addendum Date: March 21, 2025

Amend the bid documents as follows:

Attachment 1: Sample Agreement for services is hereby replaced with **Attachment 1** below.

Attachment 2: Instructions and conditions is hereby replaced with **Attachment 2** below.

Attachment 3: Supplementary Conditions is hereby removed.

Attachment 4: Bid Sheet Is hereby replaced with **Attachment 4** below.

Attachment 5: Bid bond Penal Sum form is hereby removed.

Additional Information:

1. I know that PWD uses OSI PI for data storage and analysis. Does the GE iFix system feed data into OSI PI? It does not sound like this project will interact with OSI PI at all. Is that correct?
 - a. Correct. Data integration into Pi will be handled by PWD. The contractor will not be responsible for integration into Pi
2. Regarding the GE iFix system at Sebago Water Plant, if we name our tags exactly as you listed in the bid document, will the GE iFix system be capable of simply reading the tags from the booster station PLC, with no "data movement" programming needed in the booster station PLC?
 - a. GE iFix at Sebago Lake communicates with out MTU (Master Telemetry Unit) PLC, a SLC 505, for reading tags from remote sites. Sebago Heights' PLC will need to message data to the MTU PLC.

«COMPANY_NAME»

9/12/24

**AGREEMENT BETWEEN THE
PORTLAND WATER DISTRICT
AND
(CONTRACTOR)**

AGREEMENT entered into this _____ day of, «MONTH», 2023 by and between the **PORTLAND WATER DISTRICT**, a quasi-municipal corporation, with a mailing address of P.O. Box 3553, Portland, ME 04104-3553 (hereinafter “**PWD**”), and «COMPANY_NAME», a Maine corporation located at «ADDRESS» (hereinafter the “**CONTRACTOR**”).

W I T N E S S E T H:

WHEREAS, **PWD** has solicited bids for «PROJECT_TITLE»; and

WHEREAS, after review of the bids, **PWD** has determined that the **CONTRACTOR** has the requisite knowledge and expertise to perform the work needed by **PWD**;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** will furnish the materials, supplies, equipment and labor (hereinafter the “Work”), in accordance with the specifications and instructions issued to the **CONTRACTOR** by **PWD** and in accordance with **CONTRACTOR**'s proposal, copies of which are attached hereto and incorporated herein as Exhibits A and B.

In the event of a conflict between the attachments and this Agreement, this agreement shall govern.

2. **CONTRACTOR** covenants and agrees that all Work performed and furnished hereunder shall be free from all defects, and that all Work shall be performed in a good workmanlike manner. Unless a longer warranty period is specified by **CONTRACTOR**, all Work provided hereunder shall be warranted by **CONTRACTOR** for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **PWD**.
3. **CONTRACTOR** will supply **PWD** with waivers of lien for labor and materials prior to the issuance of final payment by the **PWD**.

4. Prior to the execution of this Agreement, **CONTRACTOR** will procure and maintain insurance coverage as required by **PWD** in the amounts shown on Exhibit C, attached hereto and incorporated herein by reference. **PWD** shall be named as additional insured on **CONTRACTOR**'s general liability coverage. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to **PWD** of termination of insurance from insurance company or agent.
5. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless **PWD**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
6. Work performed under this Agreement shall be completed by **(date)**, unless the time for performance is otherwise extended by **PWD**.
7. The **PWD** shall compensate the **CONTRACTOR** a sum not to exceed «TOTAL_COST_WORDS» (\$«TOTAL_COST»). In no event shall the total amount paid by the **PWD** exceed the above amount, unless prior approval is obtained from **PWD**.
8. **CONTRACTOR** shall keep accurate records of all Work performed and furnished under this Agreement and shall submit such information on monthly invoices. Payment for such work shall be made to **CONTRACTOR** not more than thirty (30) days after receipt of said invoices and acceptance of the work by **PWD**.
PWD shall have the right to review **CONTRACTOR**'s records related to services performed under this Agreement upon reasonable notice to **CONTRACTOR**.
9. **PWD** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
10. **PWD** shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days prior written Notice to **CONTRACTOR**. If Agreement is terminated by **PWD** for convenience, **PWD** shall pay **CONTRACTOR** for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.
11. All work performed by **CONTRACTOR** shall be in conformance with pertinent OSHA, local, state and federal government regulations. In addition, **CONTRACTOR** shall comply with

PWD's motor vehicle idling policy, a copy of which will be provided to **CONTRACTOR** upon request.

IN WITNESS WHEREOF, the said **PORTLAND WATER DISTRICT** has caused this Agreement to be signed and sealed by David Kane, its Treasurer, thereunto duly authorized and **CONTRACTOR** has caused this Agreement to be signed and sealed by _____, its _____, thereunto duly authorized, the day and date first above written.

SAMPLE – DO NOT SIGN

WITNESS:

PORTLAND WATER DISTRICT

By: _____

Its

WITNESS:

CONTRACTOR

By: _____

Printed name: _____

Its: _____

Approved as to form:

Approved:

Corporation Counsel

Purchasing Agent

Portland Water District Insurance Requirements

1) General Requirements:

- a) The vendor shall file appropriate Certificates of Insurance with the DISTRICT. All Certificates of Insurance shall provide that notice shall be given to the DISTRICT at least thirty (30) days prior to the expiration or termination of any insurance and shall name the DISTRICT as an additional insured. This notice shall be in writing.
- b) All Certificates of Insurance provided to the DISTRICT shall be issued by companies licensed and registered to do business in the State of Maine.
- c) All Certificates of Insurance coverage shall be delivered to the District prior to the work commencing.
- d) Prior to the expiration date of any insurance, the vendor shall furnish to the DISTRICT a certificate showing the insurance then maintained by or on behalf of the vendor pursuant to these requirements.

2) Specific Coverage. Insurance to be carried by the vendor shall, as a minimum, include:

- a) Commercial general liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 and \$2,000,000 aggregate to include completed operations coverage. The DISTRICT must be named additional insured on this insurance. The vendor shall also require that all subcontractors carry this same insurance with the same limits.
- b) Automobile liability insurance, including but not limited to, coverage for owned, non-owned, and hired vehicles with limits of not less than a combined single limit of \$1,000,000 for bodily injury and property damage. The vendor shall also require that all subcontractors carry this same insurance with the same limits.
- c) Workers' Compensation Insurance providing statutory benefits, in each case as required by law. The vendor shall also require that all subcontractors carry this same insurance with the same limit.
- d) Other insurance appropriate to the work, e.g.: Diving, Aircraft, Umbrella, Professional, Environmental Impairment.

**INSTRUCTIONS AND CONDITIONS
PORTLAND WATER DISTRICT**

1. The District reserves the right to evaluate the submitted bids, waive any irregularity therein, and to select any firm which submits a bid to do the work and/or reject any or all bidders should it be deemed in the best interest of the District. The District reserves absolute discretion in reviewing the qualifications of the Vendor and may reject any prospective Vendor at the District's sole option. In submitting its RFB Response, the Vendor agrees and acknowledges that the District has the right to exercise its absolute and sole discretion in its consideration of any responses and in the conduct of the evaluation and selection process. Specifically, the District retains the right to reject any or all bids, to accept any bid which is deemed most favorable to the District, including the selection of a Vendor whose fee arrangements may not be the lowest, or the waiver of any informality or failure to meet any of the requirements or qualifications set forth in this Request.
2. Alternate bids must be clearly identified.
3. If the time within which the bids must be accepted is not stated, it is understood and agreed that the District shall have sixty days to accept.
4. **Proof of Insurance will be required prior to work.**
5. Vendor shall indemnify, defend and hold harmless the District from all claims, suits actions, losses, damages, liabilities, cost and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of your company or its officers, employees, subcontractors, or agents under the Purchase Order resulting from this RFB.
6. Vendor agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued there under, and certifies that all actions furnished under this order will conform to and comply with said standards and regulations. Supplier further agrees to indemnify and hold harmless the District for all damages assessed against the District as a result of Vendors' failure to comply with the Act and standards issued there under.
7. Subcontracting will not be allowed unless the District has given written approval.
8. Any exceptions to PWD's proposed contract must be noted in vendor's bid.
9. PWD has adopted a Vehicle Idling Policy which applies to contractor as well as PWD owned vehicles. The policy may be viewed/printed from http://www.pwd.org/account/terms/idling_policy.php

-----**-BID-**-----

In compliance with the above request for bid, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish any or all of the items and/or services upon which prices are bid, at the price set opposite each item/service or the lump sum.

Submitting Firm Name	Address
By	Title
Signature of Person Bidding	

Bid Pricing Sheet
(Sign and return with bid)

- 1) Provide lump sum pricing to complete entire Scope of Work (Attachment 6) listed in this RFB.

Bid: \$ _____

Price in words: \$ _____

----- -BID-----

In compliance with the above Request For Bid, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish any or all of the items and/or services upon which prices are bid, at the price set opposite each item/service or the lump sum.

Submitting Firm Name	Address
By	Title
Signature of Person Bidding	

Submitting Firm Name	Address
By	Title
Signature of Person Bidding and Date	

--Addendum should be signed and submitted with bid--