



Elm St. Finish Paving

ADDENDUM NUMBER ONE

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

Addendum Date: April 11, 2025

**225 Douglass Street
Phone: 207.774-5961**

**P.O. Box 3553
Fax: 207.761-8329**

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

Amend the bid documents as follows:

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

Amend the Scope as follows:

Asphalt escalation will be allowed per MDOT Specs. The contractor is responsible for submitting, to PWD, HMA load sheets for quantity tracking. If load sheets are not provided, and quantities not tracked by the contractor, escalation cannot be calculated.

Escalation Factor - 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.). There shall be no minimum tonnage of HMA required to apply for escalation.

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>

Additional Information

1. Is a bid bond required?

- a. PWD contracting guidelines require a bid bond in the amount of (5%) percent of the bid price if the base bid price is equal or greater than \$125,000.00.

2. Are performance & payment bonds required?

- a. PWD contracting guidelines require a Performance and Payment bond in the amount of one hundred percent (100%) of the bid price if the base bid price is equal or greater than \$125,000.00.

3. Is Elm Street considered an arterial street? Are there any special requirements for working in Elm Street? Will police be required for traffic control? Are there any time restrictions for working in Elm Street?

- a. City of Portland Street opening requirements will be two options:
 1. Contractor can opt to close the road and detour/full closure during night hours 7pm to 7am any time before project deadline.

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2. The contractor also has the option to close the road/detour during daytime hours 7am-7Pm between June 1 and project deadline to accommodate the local schools traffic volume during their summer closure.

No full road closure will be permitted while school is in progress. (Portland High/Baxter Academy) No police detail required just standard flagging and traffic control appurtenances. Adequate signage must be clear with arrow boards to help direct the traffic and pedestrian flow. Accommodations must be made to local traffic so that they can access private parking lots and businesses aren't impacted.

4. Is any of this work required to be done at night?

- a. Answer addressed above.

5. Is the PWD allowing for asphalt escalation as it does on its other projects?

- a. Yes, see above instructions.

6. What are the costs of the City of Portland permits associated with this work?

- a. Street Opening Fee is a flat 500\$ rate for working in the public ROW.

7. Does the PWD have contact information for the person at METRO that is required to be notified 2 weeks prior to work taking place?

- a. Outreach and notification to Portland METRO (Tom Ridge) 207-517-3026.

****Please sign and submit this addendum with bid.****

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

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

**AGREEMENT BETWEEN THE
PORTLAND WATER DISTRICT
AND
«COMPANY_NAME»**

AGREEMENT entered into this _____ day of «MONTH», 2025 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. A copy of the specifications is attached hereto and incorporated herein as Exhibit A. A copy of the **CONTRACTOR's** proposal is attached hereto as Exhibit 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. 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.
4. The **CONTRACTOR** shall furnish to **PWD**, upon execution of the Contract, a Contract Performance Bond and a Contract Labor and Material Payment Bond each for the full amount of the Contract and issued by a surety company or surety companies authorized to do business in the State of Maine and approved by **PWD**.

The Bonds shall remain in effect for one (1) year after final acceptance of the Work, and protect the **PWD**'s interest in the one (1) year guaranty of workmanship and materials, and also shall insure settlement of claims, for the payment of all bills for labor, materials and equipment by the **CONTRACTOR**.

5. Neither the final payment nor any part of the retained percentage shall become due until the **CONTRACTOR**, if required, shall deliver to **PWD** a complete release of all liens which might arise from the Work, or receipts in full in lieu thereof; and if required, in either case, an affidavit reciting that so far as it has knowledge or information, the releases and receipts include all the labor and materials for which a lien might be filed. The **CONTRACTOR** may, if any subcontractor should refuse to furnish a release or receipt in full, provide a bond, satisfactory to **PWD**, to indemnify it against any lien. If any lien should remain unsatisfied after all payments have been made, the **CONTRACTOR** shall refund to **PWD** all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees. This requirement is in addition to and supersedes any conflicting condition which may appear in the General Conditions.

Any Mechanic's Lien or any other lien which may be filed against the Premises which are the subject of this Contract by reason of the Work described herein shall be defended (by counsel reasonably accepted to **PWD**) and promptly discharged by the **CONTRACTOR** at its own expense. If the **CONTRACTOR** should fail, either to defend **PWD** against the lien or to discharge it, then **PWD** may do so at the **CONTRACTOR**'s expense. In the event of such an undertaking by **PWD**, the **CONTRACTOR** will promptly reimburse **PWD** for all of its costs and expenses in so doing, including, but not limited to, reimbursement of **PWD**'s reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien. This requirement is in addition to, and supersedes any conflicting condition which may appear in the General Conditions.

6. 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.
7. Work performed under this Agreement shall be completed in accordance with a schedule set by **PWD**'s «PROJECT_MANAGER», unless the time for performance is otherwise extended by **PWD** in writing.
8. The **PWD** shall compensate the **CONTRACTOR** a lump sum amount of «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**.
9. **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 «PROJECT_MANAGER». **PWD** shall have the right to review **CONTRACTOR**'s records related to services performed under this Agreement upon reasonable notice to **CONTRACTOR**.
10. **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.
11. **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.
12. 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:

Corporate Counsel

Approved:

Purchasing Agent