

**CITY OF SOUTH PORTLAND  
DEPARTMENT OF PUBLIC WORKS**

**ADDENDUM #1**

**TO**

**PAVING RESTORATION SERVICES  
(BID 46-18)**

**March 29, 2018**

**Prepared By:**

**City of South Portland  
Engineering Department  
111 Waterman Drive  
South Portland, Maine 04106**

**Phone: 207-347-4126**

**ADDENDUM NO. 1**


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 City of South Portland, Maine
 

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 Paving Restoration Services
 

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 Bid 46-18
 

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The Contract Documents govern all aspects of the project. Informal discussions by telephone or email are informational only. All official changes to the Contract Documents are made by addenda only. The following changes and additional information are hereby made a part of the Contract Documents.

**CLARIFICATIONS**

1. The scope of work is updated to include the following paving project list for construction in 2018:

<b>Road Name</b>	<b>Road Section</b>	<b>Pavement Restoration Method</b>
Sandy Hill Rd	Complete	Mill/Fill
Baird Circle	Complete	Mill/Fill
Springwood Rd	Complete	Mill/Fill
C St	Ocean-Waterman	Reclamation
E St	Ocean-Waterman	Reclamation
Hemco St	Complete	Reclamation
Lincoln St Ext	Complete	Reclamation
Alton St	Complete	Reclamation
Bishop St	Complete	Reclamation
Huntress St	Complete	Reclamation

As noted in the Contract Documents, the proposed work will be split roughly evenly between the up to two selected Contractors.

**AMENDMENTS TO THE CONTRACT DOCUMENTS**

1. DELETE Section 00310 Bid Form and REPLACE with Section 00310 Bid Form Addendum 1 Dated March 29, 2018. The revised bid form includes changes to items and quantities to align with the 2018 paving project list.

**ATTACHMENT 1**  
Revised Contract Documents  
March 29, 2018

- Section 00310 BID FORM

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

PROJECT IDENTIFICATION:	Paving Restoration Services
	Bid 46-18
THIS BID IS SUBMITTED TO:	City of South Portland
	25 Cottage Road
	South Portland, Maine 04106

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:

Addendum No.	Addendum, Date
1	

- B. Bidder acknowledges that his Bid will be rejected unless the Issuing Office has a record that the Bidder has purchased as least one sect of paper Bidding Documents from the Issuing Office
- C. 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.

- D. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- E. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- K. 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.
- L. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- M. Bidder understands that the Owner reserves the right to reject any or all bids.
- N. Bidder understands that, if the contract is to be awarded, it will be awarded to the lowest responsive, responsible bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- O. The bid security attached in the amount of five percent of the Total Bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

**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):

**UNIT PRICE BID**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
2	202.202 Remove Pavement Surface	SY	7,000	\$	\$
3	304.10 Aggregate Subbase Course Type D	CY	100	\$	\$
4	304.14 Aggregate Base Course Type A	CY	100	\$	\$
5	307.32 Full Depth Recycled Pavement	SY	9,000	\$	\$
6	312.10 Bituminous Driveway	SY	1,000	\$	\$
7	403.207 Hot Mix Asphalt 19.0 MM	TON	1,000	\$	\$
8	403.208 Hot Mix Asphalt 12.5 MM	TON	450		
9	403.210 Hot Mix Asphalt 9.5 MM	TON	2,000	\$	\$
10	643.86 Traffic Signal Loop Detector	EACH	5		
Total of All Bid Prices					\$

\* Indeterminate quantities assumed for comparison of bids. Quantities noted are an approximate estimate of the work to be awarded to each of the selected Contractors.

- 5.02 Bidder acknowledges that 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.
- 5.03 All work elements not listed in the Unit Price Bid are considered incidental, including but not limited to; mobilization and demobilization; use of flaggers; shoulder restoration; signage reinstallation; and dust control.

**TOTAL BASE BID** : Total of All Items Part 1 and Part 2

(use words)	(\$	(Use Figures)
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#### **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.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. This Bid Form in its entirety;
- B. Required Bid security;
- C. Required Experience and Qualifications Statement (Section 00405) with supporting data including a letter of bonding capacity;

#### **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)*

