

10223

ADDENDUM NO. 1
January 19, 2016
SOUTH PORTLAND MUNICIPAL SERVICES FACILITY
PHASE IA – SITE EXCAVATION

City of South Portland
Attn: James Gailey, City Manager
South Portland City Hall
Municipal Building
25 Cottage Road
South Portland, ME 04106

The following addendum items shall be made part of and included in the Bidding and Contract Requirements and Specifications for the **South Portland MUNICIPAL SERVICES CENTER PHASE IA, SITE EXCAVATION, DATED JANUARY 7, 2016**



General:

The contract documents require that all contractors must be pre-qualified by the MDOT as of January 1, 2016 to be considered a qualified bidder for this project. This requirement has been eliminated from the contract via this addendum. However, in its place all bidders shall submit a schedule detailing how the contractor will meet the April 29, 2016 completion date requirement. In addition, the bidder shall submit a detailed listing of personnel and equipment that will be dedicated to the project and shall provide a written work plan describing how the contractor will complete the work within the contract time. Failure to submit this information, will be cause for disqualification.

Time is of the essence for this project and the project must be completed by April 29, 2016 in its entirety without exception or delay. Contractor is responsible for all winter & weather conditions, and general conditions. The April 29, 2016 completion date is mandated to accommodate the next phase of the project, which will begin in May of 2016. Liquidated damages will be assessed at \$1,000 per calendar day after April 29, 2016.

Response to Questions:

Question: On the bid schedule it appears that there are 2 items for “Earthwork & Site Improvements” (first item and sixth item). What is the difference between these items?

Response: *See attached revised bid form.*

Question: There is a large stockpile of pavement millings/reclaimed pavement onsite. Does this become the property of the contractor or will this be removed prior to the contractor mobilizing to the site?

Response: *The contractor may utilize the pavement millings/reclaimed pavements for backfill of demolished structures. The excess millings/reclaimed pavements shall be relocated to the composting area of the new transfer station by the contractor (see attached location map).*

Question: There is a large pile of discarded Christmas trees onsite. Will these be removed prior to the contractor mobilizing to the site?

Response: *The City of South Portland will remove the discarded Christmas trees prior to the start of construction.*

Question: There is a large stockpile of leaves and brush onsite. Will this be removed prior to the contractor mobilizing to the site?

Response: *The City of South Portland will remove the leaves and brush prior to the start of construction.*

Question: At the end of specification section 312000 there are 2 pages with one cross section on each page. The 2 sheets appear to be of a different project as they are for LL Bean – Flying Point Property. Should we disregard these pages?

Response: *These pages were inadvertently included and are not part of the project. The contractor shall disregard the two pages.*

SECTION 00310

BID FORM

South Portland Municipal Services

Phase IA – Site Excavation Work

BID# 23-16

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

PROJECT IDENTIFICATION: South Portland Municipal Services
Phase 1A – Site Excavation Work
(Bid No. 23-16)

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:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- 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):

BID SCHEDULE
SOUTH PORTLAND MUNICIPAL SERVICES CENTER
PHASE IA – SITE EXCAVATION WORK

BID

The project consists of all work described and required within contractor documents for a complete project ready for Owner acceptance.

Bid Price
<p>Earthwork & Site Improvements including but not limited to cuts/fills, demolition of existing transfer facility and related items, dewatering, finish grading, erosion control, maintenance of site, general provisions and all other related site and earthwork.</p> <p>@ _____</p> <p>Lump Sum</p>
<p>Riprap</p> <p>@ _____</p> <p>Lump Sum</p>
<p>Underdrainage</p> <p>@ _____</p> <p>Lump Sum</p>
<p>Abandon Existing Water and Electrical Service</p> <p>@ _____</p> <p>Lump Sum</p>
<p>Schedule 40 PVC Conduit with Fittings, Pull Cord and Warning Tape</p> <p>@ _____</p> <p>Lump Sum</p>
<p>Trench Cut Ledge*</p> <p>@ _____</p> <p>Total Sum Based Upon 250 Cubic Yards</p>

<p>Trench Ledge*</p> <p>@ _____</p> <p>Total Sum Based Upon 250 Cubic Yards</p>
<p>Over Excavation for Unsuitable Soils and Refill with Structural Fill*</p> <p>@ _____</p> <p>Total Sum Based Upon 1,000 Cubic Yards</p>

- Ledge and Unsuitable will be paid for based upon actual cubic yards encountered as approved by the Engineer. Quantity provided is assumed to establish a unit price and budget. Contractor shall write in both total cost and unit cost in bid item. Total bid price shall be based upon the total cubic yardage indicated.

TOTAL BASE BID PRICE (in figures)

\$ _____

TOTAL BASE BID PRICE (in words)

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 in the event of failure to complete the Work on time.

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)