ADDENDUM NO. 3

TO

CITY OF SOUTH PORTLAND, MAINE

MILL CREEK PARK IMPROVEMENTS

BID #21-15

March 3, 2015

PREPARED BY:

SEBAGO TECHNICS, INC.
75 John Roberts Road Suite 1A
South Portland, ME  04106
ADDENDUM NO. 3

MILL CREEK PARK IMPROVEMENTS
BID #21-15

The Contract Documents govern all aspects of the project. Informal discussions held during the Pre-Bid Conference or over the telephone are informational only. All official changes to the Contract Documents are made only by addenda. The following changes and additional information are hereby made a part of the Contract Documents.

SPECIFICATIONS

1. BID FORM, DELETE Section 000310 BID FORM in its entirety and REPLACE with Section 000310 BID FORM dated March 3, 2015 provided in Attachment 1.
   Changes include the following:
   • Add list of Addenda to Section 3.(a) on page one.
   • Revise descriptions and estimated quantities of Items 2.1 and 2.2 in PART 2 on page three.
   • Revise Item No. 1.13 in PART 3 on page four.
   • Revise SUBTOTAL PART 1 description on page four.
   • Revise SUBTOTAL PART 3 description on page four.
ATTACHMENT 1

Revised Section 000310 BID FORM
SECTION 000310

BID FORM

PROJECT IDENTIFICATION: Mill Creek Park Improvements

(Bid# 21-15)

THIS BID IS SUBMITTED TO: City of South Portland
25 Cottage Road
South Portland, Maine 04106

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and 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 day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

   (a) Bidder has examined copies of all the Bidding Documents and the following Addenda (receipt of all which is hereby acknowledged):

<table>
<thead>
<tr>
<th>Date</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Feb. 20, 2015</td>
<td>Addendum #1</td>
</tr>
<tr>
<td>Feb. 27, 2015</td>
<td>Addendum #2</td>
</tr>
<tr>
<td>Mar. 3, 2015</td>
<td>Addendum #3</td>
</tr>
</tbody>
</table>

   (b) Bidder acknowledges that his Bid will be rejected unless the Issuing Office has a record that the Bidder has purchased at least one set of paper Bidding Documents from the Issuing Office.

   (c) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
(d) Bidder has studied carefully all reports and drawings of subsurface conditions and
drawings of physical conditions which are identified in the Supplementary Conditions
as provided in Paragraph 4.02 of the General Conditions, and accepts the determination
set forth in Paragraph SC-4.02 of the Supplementary Conditions of the extent of the
technical data contained in such reports and drawings upon which Bidder is entitled to
rely.

(e) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and
carefully studying) all such examinations, investigations, explorations, tests and studies
(in addition to or to supplement those referred to in (c) above) which pertain to the
subsurface or physical conditions at the site or otherwise may affect the cost, progress,
performance or furnishing of the Work as Bidder considers necessary for the
performance or furnishing of the Work at the Contract Price, within the Contract Time
and in accordance with the other terms and conditions of the Contract Documents,
including specifically the provisions of Paragraph 4.02 of the General Conditions; and
no additional examinations, investigations, explorations, tests, reports or similar
information or data are or will be required by Bidder for such purposes.

(f) Bidder has reviewed and checked all information and data shown or indicated on the
Contract Documents with respect to existing Underground Facilities at or contiguous to
the site and assumes responsibility for the accurate location of said Underground
Facilities. No additional examinations, investigations, explorations, tests, reports or
similar information or data in respect of said Underground Facilities are or will be
required by Bidder in order to perform and furnish the Work at the Contract Price,
within the Contract Time and in accordance with the other terms and conditions of the
Contract Documents, including specifically the provisions of Paragraph 4.03 of the
General Conditions.

(g) 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.

(h) Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it
has discovered in the Contract Documents and the written resolution thereof by
Engineer is acceptable to Bidder.

(i) The Bid is genuine and not made in the interest of or on behalf of any undisclosed
person, firm or corporation and is not submitted in conformity with any agreement or
rules of any group, association, organization or corporation; Bidder has not directly or
indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder
has not solicited or induced any person, firm or corporation to refrain from bidding; and
Bidder has not sought by collusion to obtain for itself any advantage over any other
Bidder or over Owner.

(j) Bidder understands that the Owner reserves the right to reject any or all bids.
(k) 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.

(l) 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.

4. Bidder will complete the Work described in the Contract Documents for the following price(s):

PART 1 – Base Bid

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Bid Unit Price</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Shoreline Stabilization Area 1 (Plan Quantity)</td>
<td>SY</td>
<td>300</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.2</td>
<td>Shoreline Stabilization Area 2 (Plan Quantity)</td>
<td>SY</td>
<td>500</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.3</td>
<td>Shoreline Stabilization Area 3 (Plan Quantity)</td>
<td>SY</td>
<td>300</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.4</td>
<td>Repair Erosion at Existing Plaza Wall</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.5</td>
<td>Furnish Type 1 Vertical curb – 6’ length</td>
<td>LF</td>
<td>48</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.6</td>
<td>Furnish Type 1 Vertical curb – 10’ length</td>
<td>LF</td>
<td>80</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.7</td>
<td>Construct Access Stair</td>
<td>EA</td>
<td>4</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.8</td>
<td>Construct Access Ramp</td>
<td>EA</td>
<td>2</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.9</td>
<td>Nyloplast Basin</td>
<td>EA</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.10</td>
<td>6” Underdrain Type B</td>
<td>LF</td>
<td>20</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.11</td>
<td>Plantings – Area 1</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.12</td>
<td>Plantings – Area 2</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.13</td>
<td>Plantings – Area 3</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.14</td>
<td>Erosion Control</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.15</td>
<td>Light Pole Bases</td>
<td>EA</td>
<td>6</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.16</td>
<td>Electrical Conduit</td>
<td>LF</td>
<td>2200</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.17</td>
<td>Electrical receptacles</td>
<td>EA</td>
<td>11</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.18</td>
<td>Electrical Conductors</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.19</td>
<td>Mobilization and General Conditions</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>Total of All Bid Prices</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

PART 2 – Alternate 1

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Bid Unit Price</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Light Pole &amp; Luminaire – Type A</td>
<td>EA</td>
<td>3</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.2</td>
<td>Light Pole &amp; Luminaire – Type B</td>
<td>EA</td>
<td>3</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.3</td>
<td>Electrical Conductors</td>
<td>LS</td>
<td>1</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>Total of All Bid Prices</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>
PART 3 – Alternate 2

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Bid Unit Price</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Construct Cast-in-Place Concrete Wall with Stone Veneer</td>
<td>LF</td>
<td>260</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1.3</td>
<td>Deduct Shoreline Stabilization Area 3 (Plan Quantity) Value shall equal value of Item 1.3 above</td>
<td>SY</td>
<td>300</td>
<td>-$</td>
<td>-$</td>
</tr>
<tr>
<td>1.13</td>
<td>Deduct Plantings - Area 3 Value shall equal value of Item 1.13 above</td>
<td>LS</td>
<td>1</td>
<td>-$</td>
<td>-$</td>
</tr>
<tr>
<td></td>
<td>Total of All Bid Prices</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

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.

SUBTOTAL PART 1: Total of Items 1.1 through 1.19 above

( use words )

SUBTOTAL PART 2: Total of Items 2.1 through 2.3 above

( use words )

SUBTOTAL PART 3: Total of Item 3.1 minus 1.3 and 1.13 above

( use words )

GRAND TOTAL: Total of Part 1, Part 2 and Part 3

( use words )

5. Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
6. The following documents are attached to and made a condition of this Bid:
   (a) This Bid Form in its Entirety.
   (b) Required Bid Security.
   (c) Verification of bonding capacity.
   (d) Certification of Contractor Regarding Segregated Facilities (Supplemental Conditions SC-20).
   (e) Certification of Bidder Regarding Equal Opportunity (Supplemental Conditions SC-20).
   (f) Section 3 Affirmative Action Plan (Supplemental Conditions SC-20).

7. Communications concerning this Bid shall be addressed to:

   __________________________________________________
   __________________________________________________
   Phone: ___________________________ Fax: ___________________________
   Email: ___________________________

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

RESPECTFULLY SUBMITTED on _____________________, 20___

If Bidder is

An Individual

By ___________________________ (SEA L) (Individual's Name)

doing business as ______________________________________

Business address: ______________________________________

Phone No.: ___________________________

A Partnership

By ___________________________ (SEA L) (Firm Name)

__________________________________________ (General Partner)

Business address: ______________________________________

Phone No.: ___________________________

A Corporation
By__________________________ (SEAL)
(Corporation Name)

__________________________
(State of Incorporation)

By__________________________ (SEAL)
(Name of Person Authorized to Sign)

By__________________________
(Title)
(Corporate Seal)

Attest ________________________
(Secretary)

Business address: ________________________

__________________________

Phone No.: ________________________

A Joint Venture

By__________________________ (SEAL)
(Name)

__________________________
(Address)

By__________________________ (SEAL)

By__________________________
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF SECTION