

ADDENDUM NO. 1
TO
CITY OF AUBURN, MAINE
WIN 22384.00
HOTEL ROAD RECONSTRUCTION
SEPTEMBER 8, 2023

This addendum amends and /or supplements the bid documents as indicated below. Only these items alter the bid documents. Any verbal discussions or responses are hereby declared null and void. Please acknowledge this addendum on the attached Bid Form.

Clarifications to the Bid Documents:

The following changes have been made to the Bid Documents:

1. Question: Will a copy of the sign in sheet be provided?
 - a. Answer – Yes, the sign in sheet from the pre-bid meeting (held on September 5, 2023) is attached at the back of Addendum #1.
2. Question: Due to the time constraints on clearing for this year, will the office trailer or variable message boards be required to be installed for this work to take place?
 - a. Answer – No, the job trailer and variable message boards will not be required for clearing.
3. Question: Please verify that CMP can do all of their work in the 10 days called out in the 104 spec.
 - a. Answer – Gorrill Palmer will reach out to CMP to verify, a second addendum will be issued once the information is confirmed.
4. Question: Are there any special bedding/backfill requirements for the RCP?
 - a. Answer: There are no special bedding or backfilling requirements beyond what is specified in the Maine DOT Standard Specifications – Section 603 Pipe Culverts and Storm Drains.
5. Question: How is bituminous tack paid for on this project?
 - a. Answer – Item 409.15 Bituminous Tack Coat, Applied, has been added to the schedule of items (see attached). The last sentence in Special Provision 403-Hot Mix Asphalt (sheet 82), under Tack Coat, shall be replaced with the following sentence “Tack used will be **paid for at the contract unit price** for Item 409.15 Bituminous Tack Coat”.
6. Question: Please clarify the locations, number, and types of signs to be installed under item 645.292?

- a. Answer – Item 645.292 has been removed from the project (see attached updated schedule of items). Please refer to note 3, on sheet 14 of the plan set (signing and striping plans) – Remove and reset all existing signs, payment shall be incidental to the project.
7. Question: Please clarify what type of herbaceous perennials are required?
 - a. Answer: The plans do not specify a certain type of herbaceous perennial; the intent is for the proposed plant material to match the existing plants in the vicinity. The Contractor shall confirm the plant type with the city prior to ordering the plants.
8. Question: How is the rigid insulation over the water pipes paid for?
 - a. Answer: Rigid insulation will be considered as incidental to the 603 items – pipe culverts and storm drains. This supersedes the drainage note in the cross sections stating that it is incidental to the 605 items.
9. Question: Regarding the cellar drain detail (sheet 4), is the intent to pay for the connection from the proposed underdrain to the standpipe under item 605.10 – 6 Inch Underdrain Outlet? Could it be completed under the 801 items (sanitary sewer)?
 - a. Per Maine DOT Standard Detail 802(18), the connection will be paid for under item 605.10, 6 Inch Underdrain Outlet or as directed by the Resident.
10. Question: How will the project be awarded? Is it based on the combined price for both the based bid and bid alt#1?
 - a. Answer: Yes, the award is based on the combined price of the base bid as well as the bid alt #1. Once the project is awarded the City of Auburn will move forward with either the Base Bid (bituminous curb) or Bid Alt #1 (replace the bituminous curb with concrete slipform curb). The intent is to get competitive pricing for both curb options for the City of Auburn.
11. Question: Were the trees marked out that you wanted cut? The bid tab and plans show different quantities, and we would like clarification on which trees are to be paid for and which ones are considered incidental?
 - a. Answer: The tree and stump removal quantities noted in the schedule of items match the construction notes shown on sheet 6 of the plan set. Per Maine DOT Standard Specifications, Division 200 – Section 201: Clearing Right-of-Way, “a single tree is defined as any tree or remains of a tree, still standing, 12 inches or more in its average diameter measured as specified in Subsection 201.09 – Method of Measurement, and taller than 5 feet measured from the ground at the base of the tree”. Trees that are noted on the plans to be removed but are not noted in the construction notes are assumed to not meet the criteria above and are considered incidental to the project.
12. Question: How are the white reflectorized delineator posts, called out on sheet 15, being paid for?

- a. Answer: The nine (9) white reflectorized delineator posts, called out in the Signing and Striping Plans (sheet 15), will be paid for under Item 606.356 – Underdrain Delineator Post.
13. Please clarify the locations for the 26 underdrain delineator posts called out under item 606.356?
- a. Answer: Per General Note 52, on sheet 5 of the plan set, a delineator post (item 606.356) will be installed at each end of a run of bituminous curb. There will also be a delineator post located at each underdrain outlet (6” and 12”), see the construction notes (sheet 6) for specific locations. In addition, the nine (9) white reflectorized delineator posts, called out in the Signing and Striping Plans (sheet 15), will be paid for under item 606.356.

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at The Auburn City Hall, 60 Court Street, Auburn, Maine 04210. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into its Bid Package, and to reference the Amendment number and the date on the form below. The Municipality will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

SCHEDULE OF ITEMS

BASE BID - SECTION 0001							
Pay Item Number	Item Description	Approx. Quantity	Unit of Measure	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
201.23	REMOVING SINGLE TREE TOP ONLY	4	Each				
201.24	REMOVING STUMP	4	Each				
203.20	COMMON EXCAVATION	9600	Cubic Yard				
203.21	ROCK EXCAVATION	50	Cubic Yard				
203.25	GRANULAR BORROW	30	Cubic Yard				
304.10	AGGREGATE SUBBASE COURSE - GRAVEL	8350	Cubic Yard				
403.2081	HOT MIX ASPHALT, 12.5 MM NOMINAL MAXIMUM SIZE (POLYMER MODIFIED)	910	Ton				
403.209	HOT MIX ASPHALT, 9.5 MM NOMINAL MAXIMUM SIZE (SIDEWALKS, DRIVES, ISLANDS & INCIDENTALS)	130	Ton				
403.213	HOT MIX ASPHALT, 12.5 MM NOMINAL MAXIMUM SIZE (BASE AND INTERMEDIATE BASE COURSE)	1740	Ton				
409.15	BITUMINOUS TACK COAT, APPLIED	910	Gallon				
603.159	12 INCH CULVERT PIPE OPTION III	68	Linear Foot				
603.16	15 INCH CULVERT PIPE OPTION I	138	Linear Foot				
603.169	15 INCH CULVERT PIPE OPTION III	36	Linear Foot				
603.42	30 INCH REINFORCED CONC. PIPE CLASS IV	128	Linear Foot				
603.43	36 INCH REINFORCED CONC. PIPE CLASS IV	144	Linear Foot				
603.55	CONCRETE PIPE TIES	30	Group				
604.092	CATCH BASIN TYPE B1-C	3.5	Each				
604.18	ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	1	Each				
604.245	CATCH BASIN TYPE F4-C	1	Each				
604.262	CATCH BASIN TYPE B5-C	4	Each				
605.09	6 INCH UNDERDRAIN TYPE B	3550	Linear Foot				
605.10	6 INCH UNDERDRAIN OUTLET	72	Linear Foot				
605.11	12 INCH UNDERDRAIN TYPE C	1010	Linear Foot				
605.111	12 INCH UNDERDRAIN OUTLET	26	Linear Foot				
605.13	18 INCH UNDERDRAIN TYPE C	160	Linear Foot				
606.356	UNDERDRAIN DELINEATOR POST	26	Each				
606.47	SINGLE WOOD POST	16	Each				
609.112	SPECIAL GRANITE CURB - 42"	45	Linear Foot				

SCHEDULE OF ITEMS

BASE BID - SECTION 0001							
Pay Item Number	Item Description	Approx. Quantity	Unit of Measure	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
609.31	CURB TYPE 3	1820	Linear Foot				
610.08	PLAIN RIPRAP	95	Cubic Yard				
610.18	STONE DITCH PROTECTION	11	Cubic Yard				
613.319	EROSION CONTROL BLANKET	985	Square Yard				
615.07	LOAM	830	Cubic Yard				
618.13	SEEDING METHOD NUMBER 1	30	Unit				
618.14	SEEDING METHOD NUMBER 2	39	Unit				
619.12	MULCH	69	Unit				
619.13	BARK MULCH	13	Cubic Yard				
620.58	EROSION CONTROL GEOTEXTILE	230	Square Yard				
621.715	HERBACEOUS PERENNIALS	100	Each				
621.80	ESTABLISHMENT PERIOD	1	Lump Sum				
627.733	4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	2920	Linear Foot				
627.744	6" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	5000	Linear Foot				
627.75	WHITE OR YELLOW PAVEMENT & CURB MARKING	100	Square Foot				
627.78	TEMP. 4" PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	8000	Linear Foot				
629.05	HAND LABOR, STRAIGHT TIME	16	Hour				
631.12	ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	8	Hour				
631.13	BULLDOZER (INCLUDING OPERATOR)	8	Hour				
631.14	GRADER (INCLUDING OPERATOR)	8	Hour				
631.172	TRUCK-LARGE (INCLUDING OPERATOR)	8	Hour				
631.18	CHAIN SAW RENTAL (INCLUDING OPERATOR)	8	Hour				
631.20	STUMP CHIPPER RENTAL (INCLUDING OPERATOR)	8	Hour				
631.32	CULVERT CLEANER (INCLUDING OPERATORS)	8	Hour				
639.19	FIELD OFFICE TYPE B	1	Each				
643.77	RADAR OPERATED SPEED SIGN	2	Each				
652.33	DRUM	200	Each				
652.34	CONE	200	Each				
652.35	CONSTRUCTION SIGNS	640	Square Foot				

SCHEDULE OF ITEMS

BASE BID - SECTION 0001							
Pay Item Number	Item Description	Approx. Quantity	Unit of Measure	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
652.36	MAINTENANCE OF TRAFFIC CONTROL DEVICES	180	Calendar Day				
652.38	FLAGGERS	3000	Hour				
652.41	PORTABLE-CHANGEABLE MESSAGE SIGN	2	Each				
656.75	TEMPORARY SOIL EROSION & WATER POLLUTION CONTROL	1	Lump Sum				
658.20	ACRYLIC LATEX COLOR FINISH	30	Square Yard				
659.10	MOBILIZATION	1	Lump Sum				
801.141	4" PVC SANITARY SEWER (SDR-35)	30	Linear Foot				
801.16	6" PVC SANITARY SEWER (SDR-35)	30	Linear Foot				
801.17	8" PVC SANITARY SEWER (SDR-35)	30	Linear Foot				
TOTAL AMOUNT OF SECTION 0001 - BASE BID, WRITTEN AND IN FIGURES BASED ON ESTIMATE OF QUANTITIES:							

<i>(written)</i>							

BID ALTERNATE #1 - SECTION 0002 - CONCRETE SLIPFORM CURB							
Pay Item Number	Item Description	Approx. Quantity	Unit of Measure	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
609.21	CONCRETE SLIPFORM CURB	1692	Linear Foot				
609.219	CONCRETE SLIPFORM CURB - TERMINAL END	128	Linear Foot				
TOTAL AMOUNT OF SECTION 0002 - BID ALTERNATE #1, WRITTEN AND IN FIGURES BASED ON ESTIMATE OF QUANTITIES:							

<i>(written)</i>							

Total Bid Form

BASIS OF AWARD WILL BE BASE BID - SECTION 0001 PLUS BID ALT #1 – SECTION 0002.
TOTAL AMOUNT OF PROPOSAL, WRITTEN AND IN FIGURES BASED ON ESTIMATE OF QUANTITIES:

(SECTION 0001 - BASE BID = TOTAL AMOUNT):

(Bid Amount in Writing)

\$ _____

(SECTION 0002 - BID ALT #1 = TOTAL AMOUNT):

(Bid Amount in Writing)

\$ _____

COMBINED BID: (BASE BID - SECTION 0001 PLUS BID ALT #1 - SECTION 0002):

(Bid Amount in Writing)

\$ _____

Signature

Date

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the Municipality of Auburn, a municipal corporation with its principal administrative offices located at 60 Court Street, Auburn, Maine 04210 with a mailing address of 60 Court Street, Auburn, Maine 04210, and a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____.

The Municipality and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract, including Extra Work in conformity with the Contract, **WIN 022384.00** for the Auburn, Hotel Road Reconstruction Project in the City of Auburn. County of Androscoggin Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall furnish all supervision, labor, equipment, tools, supplies, and materials required to perform the Work. The Contractor further shall be responsible for construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Municipality shall have the right to alter the nature and extent of the work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before November 15, 2024. Furthermore, the Municipality may deduct from money otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition*, and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

(\$ _____), Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *MaineDOT Standard Specifications, March 2020 Edition, MaineDOT Standard Details, March 2020 Edition*, as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, *MaineDOT Standard Specifications March 2020 Edition, MaineDOT Standard Details March 2020 Edition*, as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

WIN 022384.00 – Auburn Hotel Road Reconstruction Project,

on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items."

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Municipality in writing.

The Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Project Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *MaineDOT Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U.S. Postal Money Order in the amount given in the “Notice to Contractors” payable to the Municipality of Auburn, and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *MaineDOT Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: The Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Municipality.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MUNICIPALITY OF AUBURN

Date

By:

Witness



PREBID MEETING, HOTEL ROAD IMPROVEMENTS, WIN 22384.00 - SIGN IN SHEET

Project: Hotel Road Improvements
Bid # 2024-006

Date: Sep 05, 2023
Place: Auburn City Hall

NAME	COMPANY/ADDRESS	NUMBER
Matt Callahan	Glidden Ex & Paving matt@gliddenpaving.com	856-9990
Stephanie Vannah	RJ Grondin & Sons estimators@rjgrondin.com	854 1147
ANDREW WARD	PRATT & SONS ANDREW@PRATTANDSONS.NET	345-3311
Tom Linindoll	McGee Construction tlinindoll@mcgeecanstruction.com	582-8810
Ben Trytek	Shaw Brothers btrytek@shawbrothers.com	(207) 839-2552
Chris Webber	NEP christine.webber@eurovia-us	(207) 212 4220
DAVE PREBLE	SARGENT dpreble@sargent.us	207-827-4435
MATT THIBAUT	SARGENT mthibault@sargent.us	207-827-4435
Nick Mathon	Gendron & Gendron Nick M@Gendron Corp. com	207-782-7273
Corey LaRue	St. Laurent and Son Corey@StLaurentandson.com	207-784-2944