

ADDENDUM #1
December 16, 2016
OCEAN STREET FOOTBRIDGE REPLACEMENT
Town of Ogunquit, Maine
MDOT WIN 020846.00
BDC PROJECT No. 15-53

From: Baker Design Consultants
7 Spruce Road
Freeport, ME 04032

To: Prospective Bidders

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents dated December 2016 as noted below.

Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of two (2) pages and the following attachments:

- Section 2-B1 – BID PROPOSAL FORM (Rev 1)
- Section 2-D – CONTRACT AGREEMENT (Rev 1)

A. CHANGES TO THE CONTRACT DOCUMENTS

1. SECTION 2-B1 – BID PROPOSAL FORM;
REPLACE with the appended version which revises the project Substantial Completion Date as follows:
“~~May 5, 2017~~ **May 26, 2017** – Substantial Completion”
2. SECTION 2-D – CONTRACT AGREEMENT
REPLACE with the appended version which revises the project Substantial Completion Date as follows:
“~~May 5, 2017~~ **May 26, 2017** – Substantial Completion”
3. SECTION 01005 – ADMINISTRATIVE PROVISIONS;
Section 1.02 – WORK COVERED BY CONTRACT DOCUMENTS
DELETE Subsection A in it’s entirety and **REPLACE** with the following corrected version:
“**A. The project involves replacement of the existing Town-owned footbridge located at the end of Ocean Street and crossing the Ogunquit River. The work includes: removal of the existing bridge, and construction of the new bridge including timber pile driving, timber superstructure construction, concrete abutments, and related work. All work under this contract is included as the Base Bid for the project.**”

Ocean Street Footbridge Replacement

WIN 020846.00

Town of Ogunquit, Maine

4. SECTION 02361 – TIMBER PILES;
Section 3.04 – PILE LOAD TEST

REVISE as follows:

“A. Prior to commencing installation of new piles the contractor shall complete one (1) static load test in accordance with ASTM D1143 – Standard Test Method for Deep Foundations Under Static Axial Compressive Load using the Quick Load Test Method. The pile shall be tested to a minimum of twice the allowable geotechnical capacity, or a total load of ~~46 tons~~ **8 tons (16,000 lb)**. The static load test shall be completed under the supervision of ~~the Project Geotechnical Engineer~~ **a Maine Licensed Professional Engineer** at the expense of the contractor.”

END OF ADDENDUM

SECTION 2-B

BID PROPOSAL FORM

Proposal of: _____
Address: _____
Telephone: _____

Provided to:
Town of Ogunquit
Attn: Fred Mayo - Harbormaster
PO Box 875
Ogunquit, Maine 03907

Having carefully examined the Form of Contract, Instructions to Bidders and Plans and Specifications dated December 2016 prepared by Baker Design Consultants, Inc.; Engineer for the construction of: Ocean Street Footbridge Replacement; Town of Ogunquit, the undersigned proposes to furnish all Labor, Equipment and Materials necessary for and reasonably incidental to the construction and completion of this project.

The State of Maine Department of Transportation Standard Specifications; Revision of November 2014; shall apply to this project together with Special Provisions included in Appendix A.

This Bid Form on the next page shall be filled in by the Bidder in ink with Lump Sum and Unit Prices written in word and numerals and carried forward to generate Total Amount for each Bid Item. If discrepancies are encountered, written unit price items will be used to determine the item amount.

This Proposal includes the following Addenda to the Plans and Specifications:

Addendum No. __, Dated _____ Addendum No. __, Dated _____
Addendum No. __, Dated _____ Addendum No. __, Dated _____

BID ITEMS				
Item	Quantity	Description-written cost	Unit Price	Amount
1	Lump Sum	Mobilization; Demobilization \$ _____ Lump Sum	Lump Sum	\$ _____
2	Lump Sum	Existing Bridge Demolition & Disposal \$ _____ Lump Sum	Lump Sum	\$ _____
3	Each 44	Timber Piles, In-Place \$ _____ Per Each	\$ _____/EA	\$ _____
3A	Lump Sum	Pile Static Load Test \$ _____ Lump Sum	Lump Sum	\$ _____
4	Lump Sum	Concrete Abutments \$ _____ Lump Sum	Lump Sum	\$ _____
5	Lump Sum	Bridge Superstructure Construction \$ _____ Lump Sum	Lump Sum	\$ _____
6	Lump Sum	Approach Work \$ _____ Lump Sum	Lump Sum	\$ _____
Total			\$ _____	

The undersigned agrees, if awarded the Contract, to complete the Work in accordance with the following schedule and work restrictions.

Sept. 1 – Mar. 31 Construction Window not requiring piping plover monitoring

April 1 – Aug. 31 Piping Plover monitoring required

~~May 5, 2017~~ May 26, 2017 Substantial Completion

(Bridge complete and available for Town and public use).

Liquidated damages will be assessed in accordance with the State of Maine Department of Transportation Standard Specifications; Revision to November 2014 for failure to complete the contract by this date.

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 Town of Ogunquit 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.

This offer shall remain open for 30 calendar days after the date of opening of bids.

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 Town.

Any material or materials not specified in the bidding documents but deemed worthy of consideration may be introduced by the Bidder in a separate letter after award. A cost comparison must be included giving the comparison with the material specified and the reason for the suggested substitution.

Signed: _____

By: _____

PO Address

NOTE: If Bidder is a Corporation, write State of Incorporation and if a Partnership, give full names of all Partners.

SECTION 2-D
CONTRACT AGREEMENT

This AGREEMENT made on _____ the ____ of _____, 2016 is by and between the Town of Ogunquit, hereinafter called the Owner and _____, hereinafter called the Contractor, a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____.

WITNESSETH, that the Owner and the Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all Work shown on the Plans and described in the Specifications entitled:

Ocean Street Footbridge Replacement - WIN 020846.00; Town of Ogunquit; December 2016

Prepared by Baker Design Consultants, Inc., acting as and in these Contract Documents entitled the Engineer, and shall do everything required by this Agreement, the Specifications and the Drawings.

The State of Maine Department of Transportation Standard Specifications; Revision of November 2014; shall apply to this project together with Special Provisions included in Appendix A.

Throughout the performance of this Contract, Contractor is acting in an independent capacity and not as an employee, officer or agent of the Owner. Additional personnel needed by Contractor to fulfill its contractual duties shall be provided by Contractor at its expense. Contractor is solely responsible for complying with all State and Federal laws including, but not limited to, workers compensation law, minimum wage law, employment security law, and drug/alcohol testing laws and regulations (including 49 CFR Part 381). Contractor is also solely responsible for maintaining its contract materials, vehicles and equipment in a safe and legal condition.

The OWNER 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.

ARTICLE 2. TIME OF COMPLETION

Complete work to be performed under this Contract in accordance with the schedule below:

Sept. 1 – Mar. 31 Construction Window not requiring piping plover monitoring

Ap. 1 – Aug. 31 Piping Plover monitoring required

~~May 5, 2017~~ May 26, 2017 Substantial Completion

(Bridge complete and available for Town and public use)

For the purpose of this contract "Complete" shall mean that the facility can be safely and fully used for its intended purpose.

The Town may deduct from moneys 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, Revision of November 2014 and related Special Provisions.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided by approved Change Orders in current funds as follows:

_____ (\$ _____)
(Words) (Figures)

ARTICLE 4. CONTRACT BONDS

Contract Bonds are required for this project as specified in the MaineDOT Standard Specifications, Section 110, and latest update.

ARTICLE 5. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided therein as follows: Each month 95% of the value, based on Contract prices of Labor and Materials incorporated in the work and of Materials suitably stored at the site thereof up to the first day of that month, as certified by the Engineer.

The Owner may cause the Contractor to be paid such portion of the amount retained hereunder, as Owner deems advisable.

ARTICLE 6. FINAL PAYMENT

Final payment shall be due 60 days after completion and acceptance of the Work, provided the Contractor has submitted evidence in the form of lien releases or other evidence, satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the Work has been paid.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, the Bid Proposal Form, the Specifications and the Drawings, The State of Maine Standard Specifications (Revisions to November 2014 and Supplemental and Special Provisions and Standard Detail Reference Updates provided in the Project Manual) together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

ARTICLE 8. GOVERNING STATE LAW

This is a Maine Contract and shall be governed, interpreted and enforced according to the laws, cases and statutes of the State of Maine. The Owner and the Contractor hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first above written above. (Two (2) original copies need to be signed for Town and Contractor records.)

WITNESS:

CONTRACTOR: _____
Signature _____

Printed Name & Title

WITNESS:

OWNER: Town of Ogunquit
Signature _____

Printed Name & Title

Printed Name & Title

Printed Name & Title