

ADDENDUM NO. 1

May 17, 2023
228903

RE: WALTER MARSH RECREATION AREA WATER SYSTEM

FROM: DuBOIS & KING, INC.
36 Penn Plaza
Bangor, Maine 04401
(207) 573-4130

TO: Prospective Bidders

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents issued by the Town of Wells for a new water supply at the Walter Marsh Recreation Area dated May 11, 2023. **Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so will subject the Bidder to disqualification.**

I. Contract Documents (Plan) Changes

A. None

II. Contract Documents (Specification) Changes

A. Specification EJCDC C-111, Advertisement for Bids for Construction Contract -- CHANGE bid due date from MAY 23, 2023 to JUNE 8, 2023.

B. Specification EJCDC C-410 Bid Form for Construction Contract – REMOVE and REPLACE in its ENTIRETY with the attached.

C. Specification EJCDC C-522 Contract for Construction of a Small Project – REMOVE and REPLACE Paragraph 4.01 *Contract Times* with the following:

“The Work will be completed and ready for final payment on or before September 29, 2023.”

D. Specification 33 11 13 Potable Water Supply Wells -- REMOVE and REPLACE Section 2.01A(2) with the following:

“Casing Size: ~~4~~ 6 inch outside diameter, 75 feet deep.

E. Specification 33 11 13 Potable Water Supply Wells -- REMOVE and REPLACE Section 2.02A with the following:

“Well Casing (Steel): ASTM A53/A53M, ~~4~~ 6 inch (100 mm) internal galvanized pipe, with pitless adaptor and ventilated well cap.”

III. Questions & Answers

A. None

IV. Additional Information

A. None

This document constitutes Addendum 1 for this project.

BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Michael Purdue, Town Manager, Town of Wells, 208 Sanford Road, Wells, Maine 04090**
- 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices (see Specification 011500 Measurement & Payment for more information):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	MOBILIZATION	LS	1	\$	\$
2	DRILLED WELL: 400'- 500' (ADD01) deep, 20'- 75' (ADD01) well casing, drive shoe, sanitary well cap, flow test, water testing	EA	1	\$	\$
3	WELL DEPTH: Depth of drilled well in excess of 400'- 500' (ADD01)	FT	0	\$	\$
4	CASING DEPTH: Depth of well casing in excess of 20'- 75' (ADD01)	FT	0	\$	\$

5	HYDROFRACTURE	EA	1	\$	\$
6	VARIABLE FREQUENCY DRIVE PUMP SYSTEM, installed	EA	1	\$	\$
7	UTILITY TRENCH w/WATER SUPPLY LINE	FT	85	\$	\$
8	ELECTRICAL CONDUIT & CONDUCTOR IN UTILITY TRENCH (#7)	FT	75	\$	\$
9	ASPHALT PAVEMENT SECTION REMOVAL & REPLACEMENT	SF	150	\$	\$
Total of All Unit Price Bid Items					\$

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
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ARTICLE 4—TIME OF COMPLETION

4.01 ~~Bidder agrees that well drilling, trenching, installation of conduit, installation of water piping, loam and seed will be complete on or before June 23, 2023 and that installation of well pump, VFD, abandonment of existing water well, and final plumbing modifications will be substantially complete on or before July 21, 2023 and completed and ready for final payment on or before July 28, 2023.~~ Bidder agrees that the Work will be completed and ready for final payment in accordance with Paragraph 4.01 of the EJCDC C-522 Contract for Construction of a Small Project on or before the dates indicated in the Agreement. (ADD01)

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. 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.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. 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.
 - c. 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.
 - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____