



Addendum No. 2

September 21, 2023

Re: Curtis Pond Dam Rehabilitation Project
Town of Calais, Vermont

From: DuBois & King, Inc.
Michael Hildenbrand, P.E.
28 Main Street
Randolph, Vermont 05060
(802) 728-3376

To: Prospective Bidders

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents issued for the Curtis Pond Dam Rehabilitation Project dated August 14, 2023. Acknowledge receipt of this Addendum in the space provided on Page 1 of the Bid Form. Failure to do so will subject the Bidder to disqualification.

I. Contract Document (Bid Document) Changes

1. The pre-bid attendance log has been included with this addendum.
2. The Bid Bond Form (C-430) shows a pre-filled in date of September 12, 2023. The date has been changed and an updated C-430 has been included with this addendum.

II. Questions & Answers

Question 1: Under M&P Item 10 – Site Work & Clean up. Item 3 says to placement of TY II stone to limits on plans. Are there any limits shown on plan?

There are no standalone limits of Type II stone in this project. Please disregard Item 3 under Item No. 10 Site Work & Clean up.

Question 2: There does not appear to be any specifications for the rock anchors. Is the contractor's rock anchor designer to include specifications for the anchors?

Per Item No. 8 Rock Anchors, the Contractor's engineer shall design each rock anchor for the loads specified on the Drawings and provide shop drawings for review and comment.

Question 3: Are there any Buy America, BABA, or other requirements for the project funding, etc.?

There are no Buy America, BABA, or other purchasing requirements for the project funding.

Question 4: What is the funding source for the project? Does the Town/Owner have funding secured for this project? If so, how much?

The Town of Calais has secured funding for the project in the approximate amount shown on the bid advertisement.

Question 5: Being this is for the town, I am assuming that all materials will be tax exempt?

This project for the town is considered to be tax exempt and the town will provide a tax exemption certificate.

This document constitutes Addendum 2 for this project.

PRE-BID MEETING
CURTIS POND DAM REHABILITATION
TOWN OF CALAIS, VERMONT

August 31, 2023
10:00 AM

ATTENDANCE LOG
PLEASE PRINT

NAME	AFFILIATION & TITLE	PHONE #	EMAIL ADDRESS
Chris Belanger	J. Hutchins	802-434-3500	Chris@Jhutchinsinc.com
Cody Marsh	ECI	802-557-8829	Cmarsh@ECIVT.com
Jerry Tomlinson	Kingsbury Companies, LLC	802-779-2816	Estimating@Kingsburyco.com
Barry Sleath	Daniels Construction	802-291-3921	Bsleath@NeilHDaniels.com
Jamie Moorby	Town of Calais	802-595-9525	JMoorby@calaisvermont.gov
Gabrielle Malina	Town of Calais	802-793-4330	Gmalina@calaisvermont.gov
Ginger Clammer	Curtis Pond Association	802-229-1827	VClammer@gmail.com
Marge Sweeney	Curtis Pond Association	802-223-6443	Sweeneyvt@yahoo.com
Larry Hebert	Hebert Excavation Corp	802-249-7442	Larry@Hebertex.com

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: TOWN OF CALAIS, VT Address <i>(principal place of business)</i> : 3120 PEKIN BROOK ROAD EAST CALAIS, VT 05650	Bid Project <i>(name and location)</i> : CURTIS POND DAM REHABILITATION PROJECT Bid Due Date: September 26, 2023
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder _____ <i>(Full formal name of Bidder)</i>	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.