



# Department of Public Works

David A. Jones, P.E.  
Director



May 16, 2014

## Riverside Greenway Bicycle/Pedestrian Facility – Phase II

Bid No. 2014-012

Bid Date: 5/20/14

### ADDENDUM NO 2

#### Please make the following changes to the Specifications:

Replace the Proposal and Contract with the attached documents. In addition to the changes from Addendum #1, the following changes have been made:

#### Specifications

1. Added Bid Item 502.325 Structural Concrete Pedestal/Footer – The concrete for the pedestal will not be incidental to the Jepson Brook Culvert. Instead, it will be paid for at the Contract price per cubic yard (CY).
2. Super-Span 6x2 Corrugated Galvanized Steel Structural Plate Specifications – In Section 1.2, Paragraph (a), please remove the first sentence: “Each bidder is required to identify their intended bridge supplier as part of the bid submittal”. Bidders will not be required to provide this information in the bid submittal.

#### Plans

1. Add the following information to Note 47, on Sheet 1 of 18 – The chain link fence shall have 2-inch SS 40 line posts and 2-½ inch SS40 end/terminal posts. Post bases shall be driven a minimum of 4-feet, end/terminal posts shall be set in a 12-inch diameter concrete base, 4-feet deep.

#### Questions

1. The DEP permit limits in-stream water work between July 1<sup>st</sup> – October 1<sup>st</sup>, while the ACOE limits in-stream work between July 15<sup>th</sup> – October 1<sup>st</sup>. Which one governs? **Answer: The most restrictive window is the one that applies, so in-stream work must occur between July 15<sup>th</sup> – October 1<sup>st</sup>.**
2. Will the rock removal be paid under the new rock excavation item 203.21 or is this considered incidental to the arch pipe item 509.131? **Answer: Any required bedrock removal is incidental to the pipe arch item.**
3. Is the backfill of the structural arch pipe to be paid under the granular borrow item 203.25 or is the granular backfill of the arch pipe considered incidental? **Answer: The backfill for the pipe arch shall be paid for as granular borrow. The backfill was originally included in the common borrow so the quantities of both have been adjusted accordingly.**

**END**

**REVISED #2**

**CITY OF LEWISTON**  
**PROPOSAL FOR**  
**RIVERSIDE GREENWAY BICYCLE/PEDESTRIAN FACILITY**  
**PHASE II**  
**FEDERAL PROJECT No. STP-1184(800)X / MEDOT PIN No. 11848.00**

To: Director of Budget & Purchasing  
City Hall, Lewiston, Maine

Dear Sir/Madam:

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Contract Form and the Contract Documents therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the City of Lewiston, by its City Administrator to provide all machinery, tools, labor, equipment and other means of construction and to do all the work and to furnish all the materials, except those specified in the Specifications to be furnished by the City, necessary to complete the work in the manner and time therein prescribed, in accordance with the conditions and requirements set forth in the Contract Documents and the requirements of the Engineer and/or Director of Public Works as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

<b>ITEM NO.</b>	<b>EST QTY</b>	<b>PAY UNIT</b>	<b>ITEM DESCRIPTION AND UNIT</b>	<b>TOTAL</b>
201.11	2	AC	Clearing _____ _____(\$_____)AC	\$_____
203.20	1780	CY	Common Excavation _____ _____(\$_____)CY	\$_____
203.21	20	CY	Rock Excavation _____ _____(\$_____)CY	\$_____





610.08	310	CY	Riprap (D50 = 9")		
			_____	_____	_____
			_____	(\$ _____)CY	\$ _____
610.16	60	CY	Heavy Riprap (D50 = 12")		
			_____	_____	_____
			_____	(\$ _____)CY	\$ _____
613.319	3500	SY	Erosion Control Blanket		
			_____	_____	_____
			_____	(\$ _____)SY	\$ _____
615.07	1300	CY	Loam		
			_____	_____	_____
			_____	(\$ _____)CY	\$ _____
618.1301	105	Unit	Seeding Method Number 1 – Plan Quantity		
			_____	_____	_____
			_____	(\$ _____)Unit	\$ _____
618.1401	32	Unit	Seeding Method Number 2 – Plan Quantity		
			_____	_____	_____
			_____	(\$ _____)Unit	\$ _____
619.1201	137	Unit	Mulch – Plan Quantity		
			_____	_____	_____
			_____	(\$ _____)Unit	\$ _____
627.733	6620	LF	4" White or Yellow Marking Line		
			_____	_____	_____
			_____	(\$ _____)LF	\$ _____

629.05	20	HRS	Hand Labor, Straight Time	_____	_____(\$_____)	HRS	\$_____
631.12	20	HRS	All Purpose Excavator (including operator)	_____	_____(\$_____)	HRS	\$_____
631.171	20	HRS	Truck-small (including operator)	_____	_____(\$_____)	HRS	\$_____
631.22	20	HRS	Small Front End Loader (including operator)	_____	_____(\$_____)	HRS	\$_____
635.31	2280	SF	Pre-Fabricated Concrete Block Gravity Wall	_____	_____(\$_____)	SF	\$_____
645.1	4	EA	MUTCD Signs	_____	_____(\$_____)	EA	\$_____
652.31	5	EA	Type I Barricade	_____	_____(\$_____)	EA	\$_____
652.312	4	EA	Type II Barricade	_____	_____(\$_____)	EA	\$_____

652.33	5	EA	Drum	_____	_____(\$_____)EA	\$_____
652.34	10	EA	Cone	_____	_____(\$_____)EA	\$_____
652.35	40	SF	Construction Signs	_____	_____(\$_____)SF	\$_____
652.361	1	LS	Maintenance of Traffic Control Devises	_____	_____(\$_____)LS	\$_____
652.38	20	HR	Flaggers	_____	_____(\$_____)HR	\$_____
656.75	1	LS	Temporary Erosion and Water Pollution Control	_____	_____(\$_____)LS	\$_____
659.10	1	LS	Mobilization	_____	_____(\$_____)LS	\$_____
802.162	8	EA	Adjust Sewer Manhole	_____	_____(\$_____)SF	\$_____

841.481    2        EA    Removable Bollard

\_\_\_\_\_  
\_\_\_\_\_(\$\_\_\_\_\_)EA    \$\_\_\_\_\_

TOTAL:

\_\_\_\_\_  
\_\_\_\_\_ \$\_\_\_\_\_

The undersigned acknowledges the receipt of Addenda numbered \_\_\_\_\_.

The undersigned further agrees that, after notification by the Director of Budget & Purchasing of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract and furnish the required Bonds within ten (10) days, Saturdays, Sundays and Holidays, excluded, and that he/she will commence the work within ten (10) days after the execution of the Contract and deliverance of the Bonds, unless otherwise specified in the Supplemental Specifications or directed by the Director of Public Works or City Engineer in writing; and that he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications. The undersigned further agrees that there shall be deducted from monies due the Contractor, not as a penalty, but as inspection costs, the sum of five hundred (\$500.00) dollars for each working day beyond the time limit specified in the Supplemental Specifications which is required by the Contractor to complete the whole work to the satisfaction of the Engineer and the Director of Public Works.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Lewiston and of the State of Maine, in that order. The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any Proposal for the same work; and that no person acting for or employed by the City of Lewiston is directly or indirectly interested in this Proposal or in any contract which may be made under it or in profits expected to arise there from, except as provided by the City Charter. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows: (Give first and last names in full; and in the case of a Corporation, give names and addresses of President, Treasurer and Manager; and in case of a Partnership, give names and addresses of members):

\_\_\_\_\_  
\_\_\_\_\_

Accompanying this Proposal is a bid security deposit in the amount of \$(\_\_\_\_\_), which is to become the property of the City of Lewiston, by forfeiture, if the undersigned fails, after notification by the Director of Budget & Purchasing of the acceptance of his/her Proposal, to execute a Contract with the City and furnish the required Bonds within the time agreed to herein; or, in case the undersigned withdraws his/her Proposal within thirty (30) days after the

opening of the Proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

Signature of person, firm, or corporation making bid:

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By: \_\_\_\_\_

Legal Address:

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Principal place of business:

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FIRM'S I.R.S. IDENTIFICATION NO: \_\_\_\_\_ Date: \_\_\_\_\_

Address to which all correspondence and notifications are to be sent:

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Phone No: \_\_\_\_\_

**CITY OF LEWISTON, MAINE**  
**CONTRACT FOR**  
**RIVERSIDE GREENWAY BICYCLE/PEDESTRIAN FACILITY**  
**PHASE II**  
**FEDERAL PROJECT No. STP-1184(800)X / MEDOT PIN No. 11848.00**  
**BID NO. 2014-012**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_(Month) in the year Two Thousand Fourteen, by and between the City of Lewiston, Maine, a municipal corporation existing under the laws of the State of Maine, hereinafter called "Owner", by its City Administrator, party of the first part, and

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hereinafter called "Contractor", with legal address and principal place of business at

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party of the second part:

**WITNESSETH:**

That the parties to these presents, each in consideration of the covenant and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself and the party of the second part for himself/herself and his/her heirs, executors, administrators and assigns under the penalties expressed in the Performance Bond and the Labor and Material Payment Bond as follows:

That this Agreement includes the following documents, hereinafter referred to as Contract Documents, which are attached hereto and incorporated by reference into this Agreement:

- A. Notice to Contractors
- B. Proposal
- C. Contract
- D. Notice of Award
- E. Notice to Proceed
- F. Supplemental Specifications
- G. Standard Specifications
- H. Contract Plans, if any
- I. Addenda, if any

J. Federal Conditions, if any

That the party of the second part will do all the work, furnish all the materials, tools and equipment, except as otherwise specified, and do everything necessary and proper for performing and faithfully completing the work required by the Contract Documents in strict conformity with the provisions of the Contract Documents within the time specified in the Special Provisions, Plans, and the Standard and Supplemental Specifications. That the party of the first part will pay the party of the second part as full compensation for well and faithfully completing the whole work according to the Contract Documents as follows:

ITEM NO.	EST QTY	PAY UNIT	ITEM DESCRIPTION AND UNIT	TOTAL
201.11	2	AC	Clearing _____ _____(\$_____)AC	\$_____
203.20	1780	CY	Common Excavation _____ _____(\$_____)CY	\$_____
203.21	20	CY	Rock Excavation _____ _____(\$_____)CY	\$_____
203.24	2000	CY	Common Borrow _____ _____(\$_____)CY	\$_____
203.25	2000	CY	Granular Borrow _____ _____(\$_____)CY	\$_____



603.219	175	LF	36" Culvert Pipe, Option III		
			_____	_____	_____
			_____	(\$ _____)LF	\$ _____
605.09	1000	LF	6" Underdrain, Type B		
			_____	_____	_____
			_____	(\$ _____)LF	\$ _____
605.10	25	LF	Underdrain Outlet		
			_____	_____	_____
			_____	(\$ _____)LF	\$ _____
606.611	332	LF	Timber Guardrail		
			_____	_____	_____
			_____	(\$ _____)LF	\$ _____
607.16	5600	LF	4' High Vinyl Coated Chain Link Fence		
			_____	_____	_____
			_____	(\$ _____)LF	\$ _____
608.26	16	SF	Curb Ramp Detectable Warning Field		
			_____	_____	_____
			_____	(\$ _____)SF	\$ _____
610.08	310	CY	Riprap (D50 = 9")		
			_____	_____	_____
			_____	(\$ _____)CY	\$ _____
610.16	60	CY	Heavy Riprap (D50 = 12")		
			_____	_____	_____
			_____	(\$ _____)CY	\$ _____

613.319	3500	SY	Erosion Control Blanket		
				_____	
				_____(\$_____)	SY \$_____
615.07	1300	CY	Loam		
				_____	
				_____(\$_____)	CY \$_____
618.1301	105	Unit	Seeding Method Number 1 – Plan Quantity		
				_____	
				_____(\$_____)	Unit \$_____
618.1401	32	Unit	Seeding Method Number 2 – Plan Quantity		
				_____	
				_____(\$_____)	Unit \$_____
619.1201	137	Unit	Mulch – Plan Quantity		
				_____	
				_____(\$_____)	Unit \$_____
627.733	6620	LF	4" White or Yellow Marking Line		
				_____	
				_____(\$_____)	LF \$_____
629.05	20	HRS	Hand Labor, Straight Time		
				_____	
				_____(\$_____)	HRS \$_____
631.12	20	HRS	All Purpose Excavator (including operator)		
				_____	
				_____(\$_____)	HRS \$_____

631.171 20 HRS Truck-small (including operator)  
\_\_\_\_\_  
\_\_\_\_\_(\$\_\_\_\_\_)HRS \$\_\_\_\_\_

631.22 20 HRS Small Front End Loader (including operator)  
\_\_\_\_\_  
\_\_\_\_\_(\$\_\_\_\_\_)HRS \$\_\_\_\_\_

635.31 2280 SF Pre-Fabricated Concrete Block Gravity Wall  
\_\_\_\_\_  
\_\_\_\_\_(\$\_\_\_\_\_)SF \$\_\_\_\_\_

645.1 4 EA MUTCD Signs  
\_\_\_\_\_  
\_\_\_\_\_(\$\_\_\_\_\_)EA \$\_\_\_\_\_

652.31 5 EA Type I Barricade  
\_\_\_\_\_  
\_\_\_\_\_(\$\_\_\_\_\_)EA \$\_\_\_\_\_

652.312 4 EA Type II Barricade  
\_\_\_\_\_  
\_\_\_\_\_(\$\_\_\_\_\_)EA \$\_\_\_\_\_

652.33 5 EA Drum  
\_\_\_\_\_  
\_\_\_\_\_(\$\_\_\_\_\_)EA \$\_\_\_\_\_

652.34 10 EA Cone  
\_\_\_\_\_  
\_\_\_\_\_(\$\_\_\_\_\_)EA \$\_\_\_\_\_

652.35	40	SF	Construction Signs	_____	_____(\$_____)	SF	\$_____
652.361	1	LS	Maintenance of Traffic Control Devises	_____	_____(\$_____)	LS	\$_____
652.38	20	HR	Flaggers	_____	_____(\$_____)	HR	\$_____
656.75	1	LS	Temporary Erosion and Water Pollution Control	_____	_____(\$_____)	LS	\$_____
659.10	1	LS	Mobilization	_____	_____(\$_____)	LS	\$_____
802.162	8	EA	Adjust Sewer Manhole	_____	_____(\$_____)	SF	\$_____
841.481	2	EA	Removable Bollard	_____	_____(\$_____)	EA	\$_____
TOTAL:				_____	_____		\$_____

The party of the second part represents and warrants:

- A. That he/she is financially solvent; and is experienced in and competent to perform the work; and is able to furnish the plant, materials, supplies, labor, and equipment to be furnished by him/her; and,
- B. That he/she is familiar with all Federal, State, Municipal and Departmental laws, ordinances and regulations which may in any way affect the work or those employed therein; and,
- C. That such temporary and permanent work required by the Contract Documents to be done by him/her can be satisfactorily constructed and used for the purposes for which it is intended; and that such construction will not injure any person or damage any property other than that damage caused by the construction; and,
- D. That he/she has carefully examined the Contract Documents and the site of the work; and from his/her own investigation has satisfied himself/herself as to the nature and location of the work, the character, quality and quantity of surface and subsurface material likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions; and all the other materials and conditions which may in any way affect the work or its performance.

IN WITNESS WHEREOF, the said City, by its City Administrator and the said

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By its \_\_\_\_\_ thereunto duly authorized have hereunto set their hands and seals the day and year first above written.

Signed in the presence of:

\_\_\_\_\_

Witness

By: \_\_\_\_\_

Edward Barrett, City Administrator

\_\_\_\_\_

Witness

By: \_\_\_\_\_

Contractor