

Addendum 01

SMRT Architects and Engineers

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smrtinc.com

To	David Schoenherr	Date	March 14, 2022
For	Downeast Correctional Facility – Additional Demolition	Project No.	19176

This addendum forms a part of the bidding and contract documents.

Bidders are required to acknowledge receipt of this addendum on their proposal. Failure to acknowledge all addenda may cause the bid to be considered not responsive to the invitation, which may require rejection of the bid.

PART I – QUESTIONS/ANSWERS/INFORMATION RELATING THE PROJECT:

These items provide supplemental information to the Contract Drawings and Specifications without modification.

Part I-A – Attachments

1. Specification Section 012100 – Allowances.
2. Specification Section 012200 – Unit Prices.

Part I-B – Bidder Questions/Clarifications:

BIDDER QUESTIONS	
Q1.	Is there a wage determination schedule for this project? Yes – see attached 2022 B2 Washington County Wage Determination Schedule.
Q2.	Will any hazardous materials encountered be addressed with a change order?/What is the protocol for any unknown contaminates/contaminated soils that are found? See attached Specification Sections 012100 – Allowances and 012200 – Unit Prices for removal/disposal of contaminated soil.
Q3.	Without testing the painted surfaces, there is a potential of lead and possibly PCB's. Is it your intention for all painted cementitious materials to be transported to a licensed Landfill? Since the presence of lead paint is unknown, painted materials should be disposed of as required. Demolition of the other existing buildings on site occurred prior to this and lead paint was also unknown. PCB-containing ballasts were removed during initial remediation and demolition.
Q4.	Are we required to submit a Waste Management Plan? Not required.
Q5.	Will crushed concrete that is 6" minus be acceptable for backfill material on the project? Concrete is not to be buried nor is it acceptable as backfill material.

CLARIFICATIONS TO BIDDERS	
C1.	Bill Beverly is the Owner's Representative and contractor will maintain contact with him for scheduling and other issues related to this contract. His contact information is: email: Bill.Beverly@maine.gov or phone: 207.707.2104.
C2.	Bid submissions will be opened and read aloud at the time and date noted above at the Bureau of General Services office, accessible as a video conference call. Those who wish to participate in the call must submit a request for access to: BGS.Architect@Maine.gov .
C3.	Adjacent buildings will be occupied. See revisions to specifications.
C4.	Removal and disposal of existing generators is part of the demolition scope.
C5.	Contractor to supply bathrooms. See revisions to specifications.
C6.	The removal of pad mounted transformer that supplies these buildings is part of the demolition scope.
C7.	Timeline/schedule will be adjusted as necessary if roads are posted in the spring.
C8.	Asphalt around buildings to be removed as well.

PART II - MODIFICATIONS TO DRAWINGS AND MATERIAL SPECIFICATIONS:

Part II-A – Attachments.

The following items are attached to and are part of this Addendum. These items replace original items previously issued or are to be added to the Bidding and Construction Documents as indicated.

Part II-B – Revisions by Reference:

The drawings and specifications are hereby revised as follows:

REVISIONS TO SPECIFICATIONS

1. Specification Section 004113 – Contractor Bid Form. See updated Allowance and Unit Price information.
2. Section 007346 – Wage Determination Schedule – See attached 2022 B2 Washington County Wage Determination Schedule.
3. Section 011000, 1.3.A: Project site is an operating correctional facility. The Owner's use of the facilities will continue without interruption during all phases of the project.

4. Section 011000, 1.3.L: The owner will not provide sanitary facilities. Contractor to provide portable sanitary facilities at project site for contractor use.

REVISIONS TO DRAWINGS

1. Drawing AD17-1, Demolition Key Note 2: Existing generators to be removed and disposed of by Contractor.

00 41 13
Contractor Bid Form

Downeast Correctional Facility - Additional Demolition Package

To: *David Schoenherr*
Bureau of Real Estate Management
111 Sewall Street, Cross State Office Building, 4th Floor
77 State House Station
Augusta, Maine 04333-0077

The undersigned, or *Bidder*, having carefully examined the form of contract, general conditions, specifications and drawings dated March 1, 2022, prepared by SMRT, Inc. for Downeast Correctional Facility - Additional Demolition Package, as well as the premises and conditions relating to the work, proposes to furnish all labor, equipment and materials necessary for and reasonably incidental to the construction and completion of this project for the **Base Bid** amount of:

\$ _____ .00

- 1. Allowances *are included* on this project.
Bid amount above includes the following Allowances
Removal and disposal of unanticipated contaminated soils at
underground oil tank.

\$ 5000.00

- 2. Alternate Bids *are not included* on this project.
No Alternate Bids
Any dollar amount line below that is left blank by the Bidder shall be read as a bid of **\$0.00**.

1 \$ _____ .00

3. Unit Prices

1 Removal and disposal of contaminated
soils per cubic yard. \$ _____ .00

2
: \$ _____ .00

3. \$ _____ .00

**00 41 13
Contractor Bid Form**

3. The Bidder acknowledges receipt of the following addenda to the specifications and drawings:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

4. Bid security *is required* on this project.

If noted above as required, the Bidder shall include a satisfactory Bid Bond (section 00 43 13) or a certified or cashier's check for 5% of the bid amount with this completed bid form submitted to the Owner.

5. Filed Sub-bids *are not required* on this project.

**00 41 13
Contractor Bid Form**

Downeast Correctional Facility - Demolition Package

- 6. The Bidder agrees, if the Owner offers to award the contract, to provide any and all bonds and certificates of insurance, as well as Schedule of Values, Project Schedule, and List of Subcontractors and Suppliers if required by the Owner, and to sign the designated Construction Contract within twelve calendar days after the date of notification of such acceptance, except if the twelfth day falls on a State of Maine government holiday or other closure day, or a Saturday, or a Sunday, in which case the aforementioned documents must be received before 12:00 noon on the first available business day following the holiday, other closure day, Saturday, or Sunday.

As a guarantee thereof, the Bidder submits, together with this bid, a bid bond or other acceptable instrument as and if required by the Bid Documents.

- 7. This bid is hereby submitted by:

Signature: _____

Printed name and title: _____

Company name: _____

Mailing address: _____

City, state, zip code: _____

Phone number: _____

Email address: _____

State of incorporation, if a corporation: _____

List of all partners, if a partnership: _____

SECTION 012100

ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
- Unit-cost allowances.
- C. Related Requirements:
- Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
 - Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

1.3 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

ADDITIONAL DEMO PACKAGE

- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
- If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.5 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
- Include installation costs in purchase amount only where indicated as part of the allowance.
 - If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 - Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 - Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
- Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

3.1 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Unit-Cost Allowance: Include an allowance of \$5,000 to provide the unanticipated removal and disposal per \$250 per cubic yard contaminated soil that is discovered after removal of underground oil tank.

END OF SECTION 012100

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SECTION 012200

UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.
 - 2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 3. Section 014000 "Quality Requirements" for field testing by an independent testing agency.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1 – Unanticipated removal and disposal of contaminated soil
1. Description: Removal and disposal of contaminated soil that is non-exposed underground in location of underground oil tank to be removed.
 2. Unit of Measurement: Cubic yard based on in-place surveys of volume before and after removal.
 3. Quantity Allowance: Coordinate unit price of \$250 per cubic yard with allowance adjustment requirements in Section 012100 "Allowances."

END OF SECTION 012200