

Addendum #1

This Addendum modifies, amends, and supplements designated parts of the Contract Documents, Specifications and Drawings for:

Brewer Armory Unheated Storage Building Project, Brewer, Maine - Project No. 23SR15-407-D, Bid Number #22-027

Directorate of Facilities Engineering

23 June 2022

It shall be the responsibility of the Contractor to notify all Subcontractors and Suppliers for various portions of the work of any changes or modifications contained in this Addendum.

Clarification Items:

1. Q: Spec section 102213 – Wire Mesh Partitions, Section 2.4 Heavy-Duty Wire Mesh Partitions, A. Mesh: - Two types of mesh are listed – crimped diamond and welded type. The Drawings note “Welded Wire Mesh Partitions” on AE220. Please clarify if crimped type is allowable or if the mesh must be welded type.
A: Please provide welded wire mesh partitions.
2. Q: There is an inverter shown in the drawings that power the wall packs. Please specify what make and model inverter is required.
A: Provide Lightgear 125W or approved equal sized for connected load.
3. Q: What type of photocell is required on the wall packs?
A: Provide photocell with dusk to dawn operation to control exterior Type E fixtures.
4. Q: What is the mounting height for the lights?
A: Mount Exterior lights at 12-feet AFF (per fixture schedule note 3). Coordinate mounting of interior lights with ceiling.
5. Q: Are the ski storage fixtures furnished and installed by Owner?
A: Storage system is by others (Owner). General note 3 on AE101 is meant to convey that.
6. Q: Would a PEMB be accepted in place of the Div 05 and 07 building package if it would meet the performance criteria?
A: No, a PEMB is not acceptable.
7. Q: If a PEMB were allowed would a 4-bay structure be acceptable if it would meet the layout criteria for doors and wire mesh partitions?
A: A PEMB is not acceptable.
8. Q: Spec 054000 Part 2.2, B4a notes "Upward and downward movement of 1 inch 1-1/2 inches. Is this meant to be a range between 1 and 1.5 inches?
A: The text should read, “Upward movement of 1 inch and downward movement of 1-1/2 inches.”

9. Q: What level of FAR is required in regard to the Buy America Act for small gear and the lighting package?

A: The Buy America Act (BAA) is in effect for all federally funded projects. As far as small gear goes that is electronic in nature, we recognize that getting US manufactured products can be a challenge. The criteria for exceptions to the BAA in this area as follows:

When procurements are not covered by trade agreements, the applicable Buy American or Buy America requirements may be waived to allow the use of non-U.S. goods. Generally, waivers may be granted when:

- the use of a U.S. product is impractical or inconsistent with the public interest; or
- the product is not mined, produced, or manufactured in the U.S. in sufficient and reasonably available commercial quantities of a satisfactory quality; or
- the use of a domestic product would lead to an unreasonable increase of the total cost of the project.

The guidelines we have used in the past regarding if the use of a U.S. product is impractical or inconsistent with the public interest are:

- If the US made version of this product is more expensive by a factor of 1.51
- If the availability of the US made product is limited or will cause a significant delay in executing the project

Nations we cannot procure products from are the Democratic People's Republic of Korea, the People's Republic of China, the Russian Federation, or the Islamic Republic of Iran.

The list of TAA (Trade Agreement Act) compliant nations can be found at the following link: <https://gsa.federalschedules.com/resources/taa-designated-countries/>.

10. Q: Keynote 4 says to run a feed from existing panel MP to the new garage. Where is MP in relation to the corner of the Readiness Center?

A: For bidding purposes, assume 25 feet.

11. Q: What is the length and condition of the conduit routing in the existing building?

A: Provide 1-inch EMT conduit to panel. Existing conduit is 3/4-inch.

12. Q: Is there a spare breaker in MP? Is a new breaker required? If so, what make model and AIC?

A: Provide 60A 3P breaker in Panelboard MP. MP is GE Cat No AQF3422MB. Type HCAR breakers.

13. Q: Fixture type A is described as a high-bay but the LAW4 catalog # is a wrap-around; please confirm the catalog # is correct?

A: Catalog number is correct.

Drawing Items:

1. None.

Specification Items:

1. **Specification 010000, Administrative Provisions - REMOVE** pages 11 and 12 and **REPLACE** with attached pages 11-12. Change is additional requirement to provide two (2) 40' x 8' ft. storage trailers/containers. Section G.6. added.
2. **Specification 024116, Paragraph 1.8.C – DELETE** paragraph in its entirety and replace with the following:
 - C. Hazardous Materials: With the exception of Universal Waste, it is not expected that hazardous materials will be encountered in the Work.
 1. Universal Waste: Lamps in existing 4' Fluorescent fixtures are to be removed and separated from general construction waste and protected from breakage. Lamps are to be disposed of in accordance with the requirements of the State of Maine and EPA or other local authority having jurisdiction.
 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by the Contractor at a negotiated rate.
3. **Specification 102213, Paragraph 2.4.A – DELETE subsection 1**, in its entirety.
4. **Specification 054000, Paragraph 2.2.B.4.a – REVISE** to read, "Upward movement of 1 inch and downward movement of 1-1/2 inches."

Attachments:

1. Revised Section 01 00 00, Administrative Provisions, pages 11 and 12.
2. Prebid Meeting Agenda.
3. Notes on Pre-Bid Conference.
4. Pre-Bid Attendance Sheet.

- b. The Contractor shall be completely responsible for providing all equipment and labor required to comply with this section.
 - c. The Contractor shall utilize the services of a qualified Heating subcontractor for providing Temporary Heat. These services shall be paid for by the Contractor.
 - d. At no time shall any part of the building served by the boiler be allowed to be without heat if called upon by the building control system.
2. Temporary heating system work shall be performed under the direct supervision of individuals properly licensed to perform the necessary work.
 3. All temporary work shall be provided in conformity with all applicable codes, State laws, and requirements of the utility company.
 4. The Contractor shall pay the costs of all fuel required for temporary heating until Substantial Completion, unless specified otherwise.
 5. Utilizing the Permanent Heat Distribution System for Temporary Heat:
 - a. The Contractor may, with the approval of the Owner, elect to utilize the permanent heat distribution system for temporary heat.
 - b. If the permanent heat distribution system cannot be utilized or if work requires a shutdown of the existing system the Contractor shall make arrangements, acceptable to the Owner, to comply with this requirement at no additional cost to the Owner.
 - c. The Contractor shall furnish and pay the costs of any materials and equipment which are not part of the permanent heating system and which may be required to operate the permanent heat distribution system on a temporary basis.
 6. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that finished work will not be damaged. "Salamanders" shall not be used.
 7. Providing temporary heating service and equipment for exterior work:
 - a. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices.
 - b. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that finished work will not be damaged. "Salamanders" shall not be used.

D. Water

1. The Contractor shall be allowed to hook to existing water in building, for temporary water supply. The Contractor will pay for cost of water usage for dust control and compaction [large amounts of water].

E. Sanitary Facilities

1. The Contractor shall provide their Sanitary Facilities.

F. Barriers

1. Provide as required to prevent public entry to construction areas, to provide for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.

G. The Contractor will provide:

1. Office Trailer: Weather tight, with lighting, electrical receptacles, heating, cooling and drawing display table. The office trailer will have separate office space for the project manager to conduct his/her daily business.
2. Storage Sheds for Tools, Materials, and Equipment: Weather tight, with adequate space for organized storage and access, and lighting for inspection of stored materials.
3. His/her own on-site telephone, if so required for the conduct of his/her business.
4. Protected storage, if necessary.
5. Temporary barricades to separate the Contract Site areas from the Owner's area or public area.
6. Contractor will provide two (2) 40' x 8' storage trailers/containers for storage of unit equipment displaced by existing facility demolition. Owner is responsible for loading and unloading those containers. Deliver containers on site immediately upon providing the Owner the 60 day notification for the contractor mobilization IAW Section 1.02 (F)(4) of this specification section.

H. Protection And Restoration

1. The Contractor shall be responsible for all damages to furnishings, equipment, supplies, existing construction, including finished surfaces, caused by Work of Contract.
2. The Contractor shall be fully responsible for maintaining weather-tight integrity of the roofing system and wall systems, including permanent and temporary flashings, during the entire construction period.
3. The Contractor's responsibilities shall include the cost to repair damage to the existing building's structure, finishes and contents associated with the Contractor's failure to maintain the watertight integrity of the roofing system and wall system, whether permanent or temporary, at no additional cost to the Owner.
4. The Contractor shall protect paved areas and lawns around the Building from damage associated with the construction. Costs to repair damage to paved areas and lawns will be deducted from Contractor's final payment to cover Owner's expenses to repair damage. The Owner will determine if damages to lawns are minor or major.

I. Security

1. Provide security program and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, and theft. Coordinate with Owner's security program.

BREWER ARMORY UNHEATED STORAGE BUILDING PROJECT
JUNE 16, 2022 @ 10 AM
BREWER ARMORY, 133 ELM STREET, BREWER, MAINE**A. Attendees**

- Record names of each individual and their entity.
 - Pre Bid Sign In Sheet.
 - Owner (Directorate of Facilities Engineering - DFE)
 - Paul R. Lapointe, Facilities Project Manager
 - Oak Point Associates (Architect)
 - Ms. Kerry Peiser, Project Manager, Architect
 - Bureau of General Services (BGS)
 - Mr. Robert Gurney (Not attending)
 - DFE:
 - Ms. Sherri Booker, Contract Grant Specialist
 - MEARNG:
 - SSG Kurt Randall
 - SFC Nathaniel Mcray

B. General Information on the Bid Process

- This is a mandatory pre bidding conference for General Contractors.
- Bids are due to Bldg. 7, Camp Keyes, 194 Winthrop Street, Augusta, Maine NLT 2 pm on June 30, 2022.
- Deadline for Questions is 3 pm, 23 June 2022. All question will be submitted in writing **Brewer_Armory@oakpoint.com** and responded to via a clarification or addendum issued by DFE.
- Bid security at bidding and payment and performance bonds are required prior to award.
- Access to bidding documents is detailed in the Notice to Contractors. Addenda will be issued by DFE to all attendees of this conference and provided to BGS.
- Bidders are responsible to review all project requirements. Detailed addenda acknowledgment is no longer part of the bid submission form.

C. Specific Information on the Project

- Bidders to note all insurance requirements (See General Conditions Bidding Documents). This includes Builder's Risk insurance.
- Overall Scope of work (More Detail from AE).
 - Demo existing storage building.
 - Build new storage building of same size and type of existing.
 - Repair parking lot disturbed by demolition of building.
 - Demo and replace two reinforced concrete pads.
 - Run electrical service to new building.
- Note parking requirements - TBD at preconstruction meeting.
- Note lay-down areas, location for trailers - TBD at preconstruction meeting

- Facility Access: Likely two lock system to Org parking site. Background checks required.
- Define work hour restrictions – 7 am to 4 pm M-F. No Federal and State Holidays. Drill weekends or AT must not be impacted.
- Note the project schedule – Unique due to lead time for steel.
 - Contractor may start when project can commence and be completed within one mobilization. That means project starts and continues until completion with no breaks.
 - Unit needs a minimum of 60 prior notice to mobilization, so they have time to empty out the facilities impacted.
 - Contractor will keep Owner informed of purchases of materials and schedule of deliveries of such materials. Contractor will be paid for materials provided Owner is granted Right of Access as well as proof of insurance of those materials while stored at the contractor's site. Contractor will not store materials at the project site unless mobilization for construction is imminent.
 - Contractor to provide two (2) ea. 40" storage trailers. Unit will handle loading and unloading operations. Addenda item.
- Brewer Code Enforcement take their job seriously. Do not be surprised if they show up during the project.
- Parking lots are fairly new, please exercise care during construction.
- The existing unheated storage building is not a historical building. The Brewer Amory is. Just wanted you to be aware of that fact.
- Roles of Key Personnel:
 - DFE PM
 - Everything
 - Processing of Payment Requisitions and change orders.
 - Provide timely guidance to contractor after discussion with AE on any project related items and issues.
 - Serve as liaison between the contractor and the unit.
 - Ensures that project is executed in accordance with contract and codes and regulations.
 - AE (Oak Point Associates)
 - Ensures that project is executed in accordance with Owner's Intent and project documents.
 - Review all Submittals provided by the Contractor during the construction phase of the contract. Review Submittals to ensure that they meet design intent.
 - Coordinate with the Contractor and Owner during construction to resolve schedule, design, quality, or workmanship issues.
 - Provide responses to RFIs and request for clarification by Contractor.

- Review and provide written response to substitution requests.
- Consultant shall review all testing data and determine if installations meet specification requirements.
- Conduct on-site inspections to check workmanship and project progress during the construction as required.
- Validates contractor has complied with close out requirements prior to payment of final requisition.
- Provide the Owner with as-built drawings upon project completion.
- Contactor:
 - Provides the Owner with a detailed project schedule and informs the Owner of any significant deviations that may occur to this schedule at any time.
 - Responsible for the conduct of all contractor and sub-contractor personnel on the site.
 - Ensures that all submittal requirements contained in the contract are adhered to.
 - Maintain the site in a neat, orderly, and manageable state. (snow removal if applicable). .
 - Responsible for security of their equipment and materials stored on and off site.
 - Follow the guidance provided by the unit for access to the site and security requirements.
 - Provide and schedule all testing personnel and tests as required by the contract documents. Provide copies of all testing results in a timely manner to the AE for review and approval.
 - Follow all life safety codes as well and the environmental requirements of the contract and applicable permits.
 - Obtains all permits as required from the City of Brewer for this project. Provide two copies of each to the Owner.
 - Submit close out document as required as well as de-line drawings to the AE.
- Unit:
 - Provide reasonable site access to the contractor that will allow the contractor to execute the contract requirements.
 - Inform the DFE PM of any issues on the site.
 - Inform the DFE PM of any mission related activities that may impact contractor access to the site.
- AE leads tour of the site and provides more detail on project scope and requirements.
- After tour of facility wrap of the conference and obtain any final questions for the contractors.

Department of Defense, Veterans and Emergency Management
PRE-BID CONFERENCE AGENDA

Attachment: A. - Points of Contact

Bidding Period Questions

Technical Questions: Brewer_Armory@oakpoint.com

DFE Project Manager: Name: Paul R. Lapointe
 Phone: 207-430-6329
 Email: paul.r.lapointe.nfg@army.mil

Oak Point Associates: Name: Ms. Kerry Peiser
 Email: kpeiser@oakpoint.com

DFE Contracting: Name: Ms. Sherrill Hallett
 Email: Sherrill.L.Hallett@maine.gov

BGS: Name: Mr. Robert W. Gurney
 Email: robert.w.gurney@maine.gov

All questions to be submitted in writing. DFE PM to be copied on all correspondence.

Technical Project questions will be directed to Oak Point Associates.
Contracting/bidding question will be directed to DFE Contracting.

Pre-Bid Conference Notes (Thursday June 16, 2022 @ 10 am):

Brewer Armory Unheated Storage Building Project, Brewer, Maine
Project No. 23SR15-407-D, Bid Number #22-027

1. All correspondence with bidders will be via email to the email addresses provided by them on the pre-bid conference sign in sheet.
2. There will be an Addendum forthcoming for the addition of two (2) 40' x 8' storage trailers/containers as well as any additional items that arose at the pre bid conference and based upon any of the bidder questions asked prior to the technical questions deadline.
3. Deadline for technical question is 3 pm, Thursday 23, June 2022. All questions will be in writing and sent to the email address provided by Oak Point Associates. DFE Project Manager will be copied on all correspondence.
4. Technical questions will be sent to the AE; contracting and bidding procedure questions will be sent to the Contract Grant Specialist. All questions will be submitted in writing to the email address provided in the pre-bid agenda which was provided to all attendees at the pre-bid conference and attached to this addendum. DFE PM will be copied on all correspondence.
5. Bid Opening is 30 June 2022 at 2 pm at the Directorate of Facilities and Engineering, 194 Winthrop Street, Augusta, Maine. Bid opening is open to the public.
6. It is strongly encouraged that all bid submissions be hand carried to the Contract Grant Specialist at the address provided in the Notice to Contractors. This is due to the recent delivery timeline execution provided by the USPS and overnight carriers that have not met their delivery deadlines. Bidders are responsible to ensure that bid documentation is received by the Contract Grant Specialist prior to the bid opening deadline.
7. Bid security is required as part of the bid submission package. Payment and Performance Bonds will be required prior to project award.
8. Builder's Risk insurance is required for this project in addition to all insurances required per the bidding documents.
9. Construction will not commence until the contractor has all materials on hand to ensure that all work can be completed in one mobilization. This is due to the anticipated long lead time for the delivery of specific steel items required by this project. This also minimizes the time the unit will have to utilize the temporary storage for their impacted equipment.
10. Contractor will provide the Owner with minimum 60 day notice prior to mobilization and those 40' trailers/containers will be delivered prior to mobilization so the unit will have time to evacuate the facilities scheduled for demolition.
11. Contactor may request payment for materials purchased and stored at their storage sites provide they provide the owner with of proof of receipt of such materials, Right of Entry for the owner to that storage site and insurance coverage for those materials.
12. Roles and responsibilities of all entities involved with the project were discussed and are part of the pre-bid agenda (attached).
13. A tour of the site was conducted.

| | A | B | C | D |
|----|--|---------------------------|--------------|---------------------------|
| 1 | Pre Bid Conference Sign-In: Lewiston Unheated Storage Project 23SC20-313-D | 9 June 2022 | 9 AM | Lewiston Armory |
| 2 | Name | Organization | Phone Number | email |
| 3 | DAVID H. WHITNEY | SHERIDAN CONST | 207-453-9311 | dwhitney@sheridancorp.com |
| 4 | TREVOR KNEEL | CH-STEVENSON, INC | 207-685-3600 | tknell@chstevensoninc.com |
| 5 | Tyler Coffin | Dotens Construction | 207-865-4112 | Tyler@dotens.com |
| 6 | Chris Wakefield | Blane Casey Building Con. | 207-722-2600 | cwakefield@blancasey.com |
| 7 | Ben Sirois | Reed & Reed, Inc. | 207-607-3515 | bsirois@reed-reed.com |
| 8 | Tyler Baxter | Oak Point Associates | 207-283-0193 | tbaxter@oakpoint.com |
| 9 | Steven Sweeney | NH Demolition | 603.641.1111 | Josh@NHDemolition.com |
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