DeStefano & Associates, Inc.

PLANNING - DESIGN - CONSTRUCTION

ADDENDUM No. 1

Date Issued: May 5, 2016

Project: Capitol Improvements Miscellaneous Renovations to
The Kittery Community Center, 129 Rogers Road
Kittery, ME.

This addendum forms a part of the contract documents and modifies the original bidding documents: Architectural drawings dated April 20, 2016. Acknowledge receipt of this addendum in the space provided on the bid form and failure to do so may subject the bidder to disqualifications.

1. The non asbestos tile and mastic in the hallways will be removed and ground by others.

2. The window blinds will be removed and re-installed by the owner.

3. The new interior trim and painting as required for the interior window work to provide a finish product will be included in the bid item Lump Sum #2. This work is to match the work performed in the adjoining building and the painting of this material will included in this bid item.

4. The new interior trimwork and painting as required for the exterior hollow metal openings to provide a finish product will be included in Lump Sum #3. The Alternate #1 will include this similar scope of work.

5. The existing weights will remain in the window cavity and the cavity will be insulated per code prior to the new window insulation.

6. The attached is the bid form to be used for this project.

7. Each contractor is responsible for the removal and proper offsite disposal of all materials and debris associated with their work.

8. A 10% bid bond will be required for all bids as well as a 100% performance and payment bond.

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9. The bid date has been extended to Wednesday May 11 @ 2:00 pm. Bid will be due at the Kittery Town Hall at which time they will be opened publically.

End of Addendum One.

BID DOCUMENTS & TECHNICAL SPECIFICATION

KITTERY COMMUNITY CENTER
CAPITOL IMPROVEMENT
MISCELLANEOUS RENOVATIONS

129 ROGERS ROAD, KITTERY, ME

May 5, 2016

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PART I

INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

(Total of 3 Pages)

PART 1: SUCCESSFUL BIDDER

1.1 The bid will be awarded based on the Owner's evaluation. Owner reserves the right to waive irregularities in bidding process.

1.2 Criteria that may be used in the evaluation of bids, in addition to bid pricing and where applicable to the particular project, include the following factors:

(1) Responsiveness to the bidding requirements;
(2) Specific experience with similar projects in nature and size;
(3) Background and experience of staff member to be assigned to the project;
(4) Availability and locality of the firm;
(5) Ability to communicate ideas;
(6) Capacity and ability to provide necessary disciplines;
(7) Qualifications of any subcontractors;
(8) Accuracy in estimating time and cost requirements;
(9) Quality of references and past experience;
(10) Cost of project.

1.3 On award, the Successful Bidder will be required to enter a formal, written agreement, signed by the successful bidder and the purchasing agency.

PART 2: COPIES OF BID DOCUMENTS

2.1 Set of Bid Documents may be obtained by contacting the Town of Kittery at www.kitteryme.gov. Complete sets of Bid Documents shall be used in preparing bids. Neither the Owner nor the Owner's Representative shall be held responsible for errors or misrepresentations resulting from the use of incomplete sets of Bid Documents.

2.2 The Owner make the Bid Documents available for the purposes of obtaining bids on the Work and for no other reason or use.

PART 3: EXAMINATION OF SITE AND CONTRACT DOCUMENTS

3.1 Before submitting a Bid, each Bidder must: (a) examine the Contract Documents thoroughly; (b) attend a non-mandatory pre bid Conference, as scheduled by the Owner, in order to review the site conditions or other local conditions which may affect cost, progress or performance of the Work; (c) be familiar with and review all applicable federal, state, and local laws, ordinances, codes, regulations, and standards that may affect the cost, performance, progress, or other aspects of the Work; (d) correlate the Bidder's observations of the work, estimates of material to be removed, conditions of the work, and requirements of the Contract Documents; and (e) confirm all quantities of ACM to be removed.

3.2 Prior to submitting each Bid, the Bidder will, at no cost to the Owner or Owner's Representative, make additional investigations and tests as required and deemed necessary to determine and prepare the Bid for performance of the Work in accordance with the time, price, technical requirements, and other terms and conditions of the Contract Documents.

3.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with the requirements of the Bid Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

PART 4: INTERPRETATIONS

4.1 All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Owner's Representative. Only questions answered by formal, written addenda will be binding.

PART 5: INSURANCE

5.1 The Successful Bidder (and all subcontractors) shall, at all times, comply with all requirements of the Workmen's Compensation laws of Maine and shall deliver to the Owner, prior to the commencement of work, evidence of such compliance, and shall maintain such insurance as shall protect Contractor and Owner from claims for damages because of damage to property and/or bodily injury, including death, which may arise during Contractor's operations under this Agreement.

The Successful Bidder (and all subcontractors) will maintain in full force and effect:

A. Comprehensive General Liability insurance written on occurrence form, including complete operations and **edit** coverage, personal injury liability coverage, broad form property damage liability coverage, and contractual liability coverage insuring the agreements contained herein. Minimum limits of liability carried on such insurance shall be $1,000,000 each occurrence, combined single limit for bodily injury and property damage.

B. Pollution liability coverage, including specific coverage, with minimum limits of liability carried on such insurance shall be $1,000,000 each occurrence, combined single limit for bodily injury and property damage.

C. Automobile liability insurance for owned, non-owned, and hired vehicles. The minimum limit of liability carried on such insurance shall be $250,000 each accident, combined single limit for bodily injury and property damage.

PART 6: CONTRACT TIME AND LIQUIDATED DAMAGES

6.1 The time and scheduling requirements for the Work of the Contract are as stated in the Contract Documents. Requirements of the Work include advance notification to federal, state, and local agencies as indicated in the Contract Documents. All such notifications and permit filing are the responsibility of the Successful Bidder and must be completed to allow for completion of the Work within the time and scheduling requirements of the Contract Documents.

PART 7: SUBCONTRACTORS

7.1 Upon request by the Owner, Bidders shall provide a list of all subcontractors and other persons and organizations proposed to be utilized by the Bidder for performance of the Work. Such a list shall include an experience statement and qualifications of such subcontractors, individuals, and organizations. Based on an evaluation by the Owner, the Owner may request an acceptable substitute for any such subcontractors, individuals, and organizations without increase in the Bid Price.

7.2 The Bidder shall be fully responsible to the Owner for acts and omissions of any subcontractors, individuals, and organizations of or utilized by the Contractor, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor provided, however, that nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the Owner.

PART 8: BID FORM

8.1 The Bid Form is included herein. Bid Forms must be completed in ink or by typewriter.

8.2 Bids by corporations must be executed in the corporate name by the President or a Vice President. The corporate address and state of incorporation shall be shown below the signature.

8.3 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

8.4 All names must be printed below the signatures.

8.5 The Bid Forms must be completed in full, including all submission of any requested documentation and Bid Securities, for consideration by the Owner. Submission of incomplete Bids will render the Bid unacceptable.

PART 9: SUBMISSION OF BIDS

9.1 Unless otherwise noted, bids shall be submitted to the Owner as noted on the Bid Form. Bids shall be submitted in a sealed envelope marked with the Project Name and name and address of the Bidder. Mark such sealed envelopes with the notation "Bid Enclosed".

9.2 Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of the bids.

9.3 Owner will notify the successful bidder upon completion of sufficient review and investigation of the submitted bids. At such time, the Owner will prepare the agreement to be entered into by the Owner and successful bidder.

PART 10: AWARD

10.1 All bids for this project are subject to the provisions of all applicable federal, state, and local codes, laws, and ordinances. The Owner reserves the right to reject any or all bids, or any parts thereof, as the Owner deems in its best interest.

10.2 The Owner reserves the right to negotiate terms and conditions with the Successful Bidder and the right to disregard any or all non-responsive or conditional Bids.

10.3 Owner will evaluate the Bids as indicated in Part 1. The Owner may conduct investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors and other individuals or organizations to do the Work.

-End Instruction To Bidders-

PART II

BID FORM

Project: Capitol Improvements and Miscellaneous Renovations to
The Kittery Community Center 129 Rogers Road Kittery, ME.

Owner:

Town of Kittery
120 Rogers Road
Kittery, Maine 03904

Name of Bidder: _____

Lump Sum Pricing:

Having carefully and comprehensively examined the plans and specifications for the above mentioned project, the undersigned proposes to furnish all labor, materials, and incidentals called for by the said documents at the below listed Lump Sum Prices. Proposed Pricing is based on the Bidder's field measurements of materials to be removed and assessment of conditions of the work. Bidder has, to their satisfaction, completed all necessary field observations, measurements, and assessments of conditions and has a full understanding of the requirements of the Project Specification.

LUMP SUM BID PRICING TABLE

Item	Item Description	Bid Amount
Lump Sum #1	Roofing and Associated Flashings and Sealants	$ _____
Lump Sum #2	Exterior Windows and Associated Sealants and Interior Trimwork	$ _____
Lump Sum #3	Hollow Metal Doors, Frames, Hardware and Interior Trimwork (5 exterior 1 Interior)	$ _____
Lump Sum #4	Interior and Exterior Painting	$ _____
TOTAL BID AMOUNT		$ _____

ALTERNATE #1: Substitute the exterior hollow metal framed openings (5 each) with White Anodized Aluminum storefronts to match the adjoining buildings including sealants and interior trimwork.

ADD $ _____

Time Constraints: The undersigned agrees to complete the work within the time constraints stated in the Specification and Contract Documents and agrees to guarantee substantial completion of the work of this project in accordance with the schedules established by the Owner.

Bid Submittals: Submit detailed list of any warnings, letters of deficiencies, or violations received within the last 3 years from any local, State, or Federal agency. Submit list of references and include project names, project contacts and phone numbers, description, and project size for the five (5) most recent similar sized projects completed in the Maine area. Use Reference Form attached to this Bid Document and submit other references and experience as deemed necessary by bidder as an attachment to the bid.

Provide a 10% bid security with submitted bids as indicated in the Bid Documents.

Submit list of proposed crew sizes, schedule milestones for each phase, resumes of site supervisors and project manager, back-up site supervisor, and project manager. Submit names, addresses, and project references for all proposed subcontractors.

Insurance: The successful bidder must meet all insurance requirements as indicated in the Contract Documents. Certificates of such insurance coverage must be provided to the Owner listing the Owner as an additional insured. Certificates of insurance must also be provided for all subcontractors to be used by the Contractor.

Statement of Examination and Review of Work Requirements: By submitting this Bid, the Bidder certified: (a) the Bidder has examined the Contract Documents thoroughly; (b) the Bidder attended the mandatory Pre-bid Conference, as scheduled by the Owner, and has completed sufficient review of the site conditions or other local conditions which may affect cost, progress or performance of the Work; (c) the Bidder is familiar with and reviewed all applicable federal, state, and local laws, ordinances, codes, regulations, and standards that may affect the cost, performance, progress, or other aspects of the Work; (d) the Bidder has adequately correlated the Bidder's observations of the work, conditions of the work, and requirements of the Contract Documents; and (e) Bidder has confirmed all quantities and conditions. The Bidder has made all additional investigations and tests as required and deemed necessary to determine and prepare the Bid for performance of the Work in accordance with the time, price, technical requirements, and other terms and conditions of the Contract Documents.

The submission of this Bid constitutes an incontrovertible representation by the Bidder that the Bidder has complied with the requirements of the Bid Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

Communications: All communications concerning the bid requirements, technical and administrative requirements, and other conditions of the work shall be addressed to Maryann Place at The Town of Kittery at #207.439.0452, email: mplace@kitteryme.org.

Bids Due: Owner must receive completed bid documents no later than the date and time specified. All bids are to be submitted to the owner on Friday May 6, at 2:00 pm.

Addenda: Receipt of Addenda Numbers __ through __ is hereby acknowledged.

Right to Reject: Owner reserves the right to reject any bid or portion thereof as the Owner deems in its best interest.

Authorized Signature:

Bidder: _____ Date: _____

Address: _____

Phone and Fax: _____

Authorized Signature: _____

Printed Name and Title: _____

--End Bid Form