



**MAINE DEPARTMENT OF
INLAND FISHERIES AND WILDLIFE**

ADDENDUM NO. 2

TO THE SPECIFICATIONS, PROPOSAL, CONTRACT AND BOND
FOR THE CONSTRUCTION OF

**IMPROVEMENTS AT GRAND LAKE STREAM STATE FISH HATCHERY
GRAND LAKE STREAM, MAINE**

WASHINGTON COUNTY

BGS PROJECT NO.: 3289-14

BID DATE: 07 SEPTEMBER 2023



SUBJECT:	ADDENDUM 2
PROJECT:	Improvements at Grand Lake Stream State Fish Hatchery
DATE:	Thursday, August 17, 2023
TO:	Richard Parker - DIFW
FROM:	Andrew Gurski – HDR

This Addendum is issued to known individuals, firms or corporations holding Bidding Documents and Contract Documents for above listed project.

This Addendum is hereby made a portion of Bidding Documents and Contract Documents. Bidders are required to acknowledge receipt of Addendum in appropriate space on Bid Form.

QUESTIONS AND ANSWERS

- QUESTION:** We are presently trying to make sure we understand the Buy America requirements as we start soliciting suppliers and vendors. It’s a little confusing. It states that ECC and NAFTA end products and construction materials are exempted from the Buy America act. Does that mean that materials that materials that are covered by ECC and NAFTA can be used on the project?

ANSWER: The preference as stated in **Paragraph 7- 00 72 14** as revised below, is for products manufactured in the United State of America
- QUESTION:** Is there any chance of extending this bid to give us more time learning the BABA requirements?

ANSWER: Yes, please see attached revised 00 11 13 Notice to Contractors for the revised bid date.

SPECIFICATION UPDATES

3. 00 72 14 SUPPLEMENTAL GENERAL CONDITIONS

RESPONSE: Section 7 shall be replaced with section 7 below.

7. 200.322 DOMESTIC PREFERENCES FOR PROCUREMENTS

7.1 a) As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:



(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

4. 00 11 13 NOTICE TO CONTRACTORS

RESPONSE: Revised bid submission date in paragraph 1 – Thursday, September 07, 2023.

Notice to Contractors

Improvements at Grand Lake Stream State Fish Hatchery

BGS project No.: 3289

This project will add circular rearing tanks to the existing Grand Lake Stream facility including additions and upgrades to the waste treatment system

The cost of the work is approximately \$ 6,100,000. The contract shall designate the Substantial Completion Date on or before *12 November 2024*, and the Contract Final Completion Date on or before *12 December 2024*.

1. Submit bids on a completed Contractor Bid Form, plus bid security when required, all scanned and included as an attachment to an email with the subject line marked "**Bid for Improvements at Grand Lake Stream State Fish Hatchery**" and addressed to the Bid Administrator at: BGS.Architect@Maine.gov, so as to be received no later than **2:00:00 p.m.** on ~~Thursday, August 24, 2023~~ **Thursday, September 07, 2023**.

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.

Any bid received after the noted time will not be considered a valid bid and will remain unopened. Any bid submitted by any other means will not be considered a valid bid. The Bid Administrator may require the Bidder to surrender a valid paper copy of the bid form or the bid security document in certain circumstances.

Questions on the bid opening process shall be addressed to the Bid Administrator: Robert Gurney, Project Manager, Division of Planning, Design & Construction, Bureau of General Services, 77 State House Station, Augusta, Maine 0433-0077 , BGS.Architect@Maine.gov.

2. The bid shall be submitted on the Contractor Bid Form (section 00 41 13) provided in the Bid Documents. The Owner reserves the right to accept or reject any or all bids as may best serve the interest of the Owner.
3. 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 the completed bid form submitted to the Owner. The Bid Bond form is available on the BGS website.
4. Performance and Payment Bonds *are required* on this project.
If noted above as required, or if any combination of Base Bid and Alternate Bids amounts selected in the award of the contract exceeds \$125,000.00, the selected Contractor shall furnish a 100% contract Performance Bond (section 00 61 13.13) and a 100% contract Payment Bond (section 00 61 13.16) in the contract amount to cover the execution of the Work. Bond forms are available on the BGS website.
5. Filed Sub-bids *are not required* on this project.

Notice to Contractors

6. There *are no* Pre-qualified General Contractors on this project.
If Pre-qualified General Contractors are identified for this project, the name of each company, with their city and state, are listed below.

7. An on-site pre-bid conference *will* be conducted for this project.
If a pre-bid conference is scheduled, it is *mandatory* for General Contractors and optional for Subcontractors and suppliers. Contractors who arrive late or leave early for a mandatory meeting may be prohibited from participating in this meeting and bidding. *Tuesday, August 1st at 11:00 am on site at the Grand Lake Stream Fish Hatchery located at 14 Hatchery Lane in Grand Lake Stream, ME.*

8. Bid Documents - full sets only - will be available on or about *Tuesday, July 18, 2023* and may be obtained *at no cost* from:
<https://www.maine.gov/dafs/bgs/business-opportunities#invitationforbid>

9. Bid Documents may be examined at:

*AGC Maine
188 Whitten Road
Augusta, ME 04330
Phone 207-622-4741 Fax 207-622-1625*

*Construction Summary
734 Chestnut Street
Manchester, NH 03104
Phone 603-627-8856 Fax 603-627-4524*

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Supplemental General Conditions

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Supplemental General Conditions

1. American Rescue Plan Act of 2021
 - 1.1 For projects funded with American Rescue Plan Act of 2021 (ARPA) funds, the parties to this Agreement shall abide by and fulfill all applicable ARPA requirements, including, but not limited to, ARPA-specific reporting requirements. For more information: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

2. Equal Opportunity
 - 2.1 The Contractor shall comply with Executive Order 11246 of September 24, 1965 entitled “Equal Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and as supplemented by in Department of Labor Regulations (41 CFR Part 60).

3. Copeland “Anti-kickback” Act
 - 3.1 The Contractor shall comply with the provisions of the Copeland “Anti-kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

4. Contract Work Hours
 - 4.1 The Contractor shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

5. Environmental Protection
 - 5.1 Clean Air Act. The Contractor shall comply with all applicable standards, orders, or requirements issued under Sections 114 and 306 of the Clean Air Act (42 U.S.C 18579(h)).
 - 5.2 Clean Water Act. The Contractor shall comply with all applicable standards, orders, or requirements issued under section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), and section 308 of the Federal Water Pollution Control Act (33U.S.C. 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder.
 - 5.3 Related Environmental Laws. The Contractor shall comply with all applicable standards, orders, or requirements issued under the Resource Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Codes or Local environmental regulation.

6. Energy Policy and Conservation Act
 - 6.1 The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub Law 94-163).

Supplemental General Conditions

7. 200.322 Domestic Preferences for procurements
- 7.1 a) As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
8. Nondiscrimination
- 8.1 The Contractor shall ensure that no person is denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this agreement, on the grounds of race, religion, color, national origin, sex, and handicap. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following:
- 8.2 Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations 32 CFR Part 300) issued thereunder;
- 8.3 Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);
- 8.4 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and DOD regulations issued thereunder (32 CFR Part 56); and,
- 8.5 The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).
9. Lobbying
- 9.1 The Contractor will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions; the awarding of any Federal contract; the making of any federal grant; the making of any federal loan; the entering into any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.
- 9.2 The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C., Art 1352) is incorporated by reference.

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Supplemental General Conditions

10. Drug-Free Workplace

- 10.1 The Contractor will comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, title V, subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free workplace.
- 10.2 The Final Rule, Government-wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget to implement the provisions of the Drug-Free Workplace Act of 1988 is incorporated by reference and the Contractor covenants and agrees to comply with all the provisions thereof.

11. Debarment and Suspension

- 11.1 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”. For more information:
<https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/xml/CFR-2018-title2-vol1-part180.xml>.
- 11.2 The Final Rule, Government wide Debarment and Suspension (Non-procurement), issued by the Office of Management and Budget to implement the provisions of Executive Order 12549, “Debarment and Suspension” is incorporated by reference and the Contractor covenants and agrees to comply with all the provisions thereof.