

## Addendum #1

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

**Westbrook Armory Unheated Storage Bldg. Project, Westbrook, Maine - Project No: 23SR23-402-D, Bid Number #24-002**

Directorate of Facilities Engineering

27 June 2023

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.

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### **Addenda Items:**

Due to the State of Maine's directive to make July 3, 2023 a state holiday in conjunction with the July 4<sup>th</sup> holiday, the following changes to the bidding schedule for this project are in effect per this addendum:

1. Bid opening date is **moved** to **13 July 2023 @ 2:00 pm.**
2. Deadline for technical questions is **moved** to **3 pm, 6 July 2023.**
3. All other bidding requirements remain unchanged.

Due to the recently received information that the delivery timelines for Pre-Engineered Metal Buildings (PEMB) are longer than those used on previous similar projects that did not specify a PEMB structure, the following project completion dates are adjusted as follow:

1. Substantial Completion Date: **15 April 2024**
2. Final Completion Date: **30 April 2024**
3. Contract Expiration date: **31 May 2024**

### **Specification Items:**

1. Specification Section 01 00 00, Administrative Provisions, **Remove** pages 3-4 and page 15 and **Insert** attached pages 3-4 and page 15 for Specification Section 01 00 00, Administrative Provisions.

### **Drawing Items: None**

### **Attachments:**

1. Pre-Bid Meeting Agenda and Points of Contact list.
2. Pre-Bid Meeting sign-in sheet.
3. Specification Section 01 00 00, Administrative Provisions pages 3-4 and page 15.

**Department of Defense, Veterans  
and Emergency Management**

**PRE-BID CONFERENCE AGENDA**

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**PROJECT NAME: BLDG. WESTBROOK ARMORY UNHEATED STORAGE  
BLDG. PROJECT**

**DATE: 22 JUNE 2023 @ 10 AM**

**LOCATION OF MEETING: WESTBROOK ARMORY, 120 STROUDWATER  
AVENUE, WESTBROOK, MAINE 04092**

○ Attendees

- Record names of everyone and their entity. Critical that email addresses are legible and are for the right people since all communications, minutes, clarifications, and addenda, will be sent to these email addresses.

○ Owner (DVEM)

- Paul R. Lapointe, Facilities Project Manager

- Consultant (Colby Company Engineering): Ms. Rachel Cox, P.E. PM
- General Contractors
- Subcontractors
- Commissioning Agent - NA
- Bureau of General Services (BGS) – BGS PM is Mr. Robert Gurney

○ General Information on the Bid Process

- This is a mandatory pre-bid. Must be present to submit bids.
- Bids are due NLT 2:00 pm sharp, July 6, 2023, at Bldg. 7 Camp Keyes, 194 Winthrop Street, Augusta, Maine. Go to front entrance. Bids will be hand carried. Do not go through the gate. (Bid opening date Changed Per Addendum 1)
- Deadline for questions is 3 pm, 29 June May 2023. Questions must be submitted in writing via email, see POC list. (deadline changed per Addendum 1)
- Bid security is required to be submitted with your bid documents. Payment and performance bonds are required prior to contract signing.
- Access to bidding documents, is through Express Copy. See Notice to Contractors for details. Addenda will be issued by DFE. Critical to have a legible and proper POC on the Prebid sign-in sheet since that is the email address all correspondence, to include addenda, will be sent to.
- It is the bidder's responsibility to review all project requirements.

○ Contact award process:

- After bids are opened the Engineering Branch Chief will determine if contract is to be awarded.
- Once the Letter of Intent to Award is issued, it is critical to get the required insurance documents and bonds back to DFE contract grant specialists as soon as possible. Bidders

**Department of Defense, Veterans  
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**PRE-BID CONFERENCE AGENDA**

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- to note all insurance requirements, including Builder's Risk insurance Contract cannot be submitted for approval without these documents.
- Submittals for material must be submitted to the AE as soon as possible. Especially for long lead time items.
  - The AE has submittal approval authority from me (DFE PM). The only submittals I (DFE PM) personally approve are those related to Division 00 and 01 and colors and finishes. Please ensure that submittals are in accordance with the specifications. If the AE has a question about a submittal, they will coordinate with me (DFE PM) on a case-by-case basis.
  - Once contract is awarded, contractor needs to schedule a pre-construction meeting on site.
- Specific Information on the Project
- Construction of a 2720 SF Pre-Engineered Metal Building (PEMB) with vertical metal cladding, roof assembly and supporting structure on a reinforced concrete foundation. No demo of existing storage building is required at this time.
  - Parking requirements will be determined at the preconstruction meeting.
  - Lay-down areas and location for stored materials will be determined at the preconstruction meeting.
  - Access to the facilities will be determined at the pre-construction meeting.
  - Work hour restrictions – 7am-4pm Monday-Friday. No weekend work or work on federal holidays allowed.
  - May start upon receipt of a signed contract. Goal is to start NLT 1 Aug 2023.
  - Note the project schedule. May start upon receipt of a signed construction. Substantial completion is 29 February 2024. **(Changed per Addendum 1)**
  - ~~○ There is an ongoing IT room project underway which impacts the small rehearsal room.~~
  - All materials must be certified as PFAS free as well as follow the Build America, Buy American (BABA) Act provisions.
  - Roles of entities.
  - Background checks: Must be submitted in a timely manner to me for processing. Delivery drivers do not have to have background checks.
  - Ensure site is left in an orderly fashion at the end of each workday.
  - Any temporary shutdown utilities must be coordinated 72 hours in advance.
  - Any activity that may set off any alarms must be coordinated with the unit in advance.
  - Tour the site and facilities.
- Tour the Site
- Record questions and answers from this conference in the next Addendum

POINTS OF CONTACT: BLDG. WESTBROOK ARMROY UNHEATED STORAGE BUILDING  
PROJECT

PROJECT NUMBER: 23SR23-402-D

1. ALL TECHNICAL QUESTIONS TO BE DIRECTED TO THE AE.
2. ALL BIDDING QUESTIONS TO BE DIRECTED TO THE CONTRACT GRANT SPECIALIST
3. ALL OTHER QUESTIONS TO BE DIRECTED TO THE DFE PROJECT MANAGER.
4. DFE PROJECT MANAGER IS TO BE COPIED ON ALL CORRESPONDENCE.
5. ALL QUESTIONS WILL BE IN WRITING

DFE PROJECT MANAGER

PAUL R. LAPOINTE, FACILITIES PROJECT MANAGER  
PHONE (207) 430-6329  
EMAIL: [PAUL.R.LAPOINTE.NFG@ARMY.MIL](mailto:PAUL.R.LAPOINTE.NFG@ARMY.MIL)

ARCHITECT:

COLBY COMPANY ENGINEERING (CCE)  
RACHEL COX: PROJECT MANAGER  
EMAIL [rachelc@colbycoengineering.com](mailto:rachelc@colbycoengineering.com)

DFE CONTRACT GRANT SPECIALISTS

SARA THOMPSON  
PHONE: (207) 430-5223  
EMAIL: [SARA.THOMPSON@MAINE.GOV](mailto:SARA.THOMPSON@MAINE.GOV)

WENDY DAY  
PHONE: (207) 430-5694  
EMAIL: [WENDY.L.DAY@MAINE.GOV](mailto:WENDY.L.DAY@MAINE.GOV)

PLEASE DO NOT SEND TECHNICAL PROJECT QUESTIONS TO THE CONTRACT  
GRANT SPECIALISTS

**Pre Bid Attendance sheet**

**Westbrook Armory Unheated Storage Bldg. Project**

**Fill out Completely and Please Print Clearly**

**Project Number 23SR23-402-D**

**Bid Number 24-002**

**June 22nd @ 10 am**

***Incomplete or illegible information may exclude you from bidding***

Company name Mailing address	Attendee Name	Phone #	e-mail
A.H. Grover 82 Doughty RD North Yarmouth	Matt Mcbovern	207-205-0635	Mattm@ahgrover.com
Hardypand Const.	Deirdre Wadsworth	207-450-2212	deirdre@hardypand.com
CCB Inc	Ben Robillard	207 530 0985	brobillard@ccb-inc.com
PHELAN CONSTRUCTION	DEIRDRE BAILLARGEON FRANK BIEDERER	404-925-8900	FBIEDERER@PhelanCONSTRUCTION.COM
Sheridan Construction	Jackson Swann	207-453-9311	Sales@SheridanCorp.com
CCB Inc	JACK Riddle	207-401-5701	J.Riddle@ccb-inc.com
SCOTT CONSTRUCTION CORP	WESTON SCOTT	207-899-5709	WSCOTT@SCOTTCON.COM
Benchmark	Kyle Stevens	603-593-2350	KStevens@benchmarkconstruction.org

6. Assist the Owner during periodic site visits and in the review of construction.
7. Maintain up to date progress records and as-built drawings.

#### L. CONFLICTS

1. Contractor shall notify Owner in writing of any real or apparent conflicts in the Contract Documents and, except in cases of emergency, await Owner's determination before proceeding.
2. The **Owner's Project Manager** shall resolve conflicts that arise during construction.
3. If two or more solutions are indicated in the Contract Documents, the Contractor shall assume the cost of the more expensive solution unless otherwise directed by the Owner.

#### M. Field Engineering

1. The Contractor shall be responsible for all field engineering as required.

#### N. Field Testing and Inspections:

1. The Contractor shall carry all costs for material testing and inspections required by the Contract Documents. The Contractor shall hire only Consultant approved and Owner approved independent testing agencies to perform all testing and inspections.

#### O. Reference Standards

1. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
2. The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is given.
3. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.

### 1.02 SCHEDULING AND PHASING OF WORK

- A. Start Work Date: Contractor may start work upon receipt of a signed contract and after the pre-construction meeting has occurred
- B. Substantial Completion: Work of the Contract must be Substantially Completed by **15 April 2024** so that the Owner can have full use of interior space.

1. Except as otherwise specified, Substantial Completion is hereby defined to mean a stage of completion sufficient for the Owner to have full beneficial use and occupancy of the structure involved, less only minor corrections and repairs that can be performed without undue annoyance to building occupants which shall be documented on the "punch list" as specified hereinafter. Beneficial use and occupancy means removal of all debris, interior and exterior scaffolding, surplus equipment and material and cleaning as required under the Contract completed.

C. Final Completion of all Work of this Contract shall be by 30 April 2024.

1. Except as otherwise specified, Final Completion is when the Work of the Contract has been completed in accordance with the terms and conditions of the contract documents with no "punch list" items open and is ready for final payment.

CI. The expiration date of this Contract is 31 May 2024.

1. Except as otherwise specified, Expiration Date is hereby defined to mean the date when all engagements of the parties have ended, except to those which arise from the non-fulfillment of obligations created during its existence, such as warranties.

CII. Normal building operations will continue throughout the length of the Project. The successful Contractor shall develop a schedule of work that is respectful of the Owner's needs but with a mutual understanding that temporary relocation of personnel within the building will be required.

CIII. Within ten (10) working days following receipt of the fully executed formal Contract Agreement by the Contractor, the Contractor shall prepare a proposed Phasing and Progress Schedule. The final Schedule shall be as mutually agreed to by the Owner and Contractor, and within the following guidelines:

1. The Owner's business operations must continue throughout the entire construction period.
2. Work within the building interior must comply with the Owner's requirements for continued use and occupancy.
3. Applicable egress codes must be complied with during the construction period. In particular building entrances and exit ways must be kept open at all times.

### 1.03 REGULATORY REQUIREMENTS

- A. Conform to Local, State and Federal codes.

### 1.04 PROJECT MEETINGS

- A. Requirements:

1. Contractor shall, upon acceptance of a Contract and before commencing Work, contact the Owner and request a pre-construction conference as required in 00 72 13 Section 1.

Completion (Section 00 65 16). Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. This Certificate of Substantial Completion will be prepared by the Architect/Engineer as stated in Specification 00 72 13, Section 37.4. When the Certificate of Substantial Completion has been signed by the Owner and the Contractor, the completed Certificate of Substantial Completion shall set the date for Substantial Completion of the work or a designated portion of the work.

3. When the Contractor considers the Work of this contract has reached final completion, the Contractor shall submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for OWNER's inspection. This written notification shall be submitted to the Owner 7 calendar days prior to the proposed inspection date. Per Specification 00 72 13, Section 36.4, the Contractor shall not call for final inspection of any portion of the Work that is not complete and permanently installed. The Contractor may be found liable for the expenses of individuals called to final inspection meetings prematurely.
4. Contractor must provide certificate of compliance that materials and equipment comply with the provision of the Buy American Act. See 00 73 00 Special Conditions Section 15 for additional requirements.
5. Contractor must provide certificate of compliance that purchased products comply with the Sustainable Procurement requirements. See 00 73 00 Special Conditions Section 17 for specific requirements.
6. In addition to submittals required by the conditions of the Contract, provide release of all liens, claims (Section 00 65 19) and submit final requisition.
7. The Contractor's failures to comply with Closeout Procedures, if the Closeout Documentation Requirements are not completed by the Substantial Completion Date. The Owner reserves the right to recover the costs to complete the Closeout Documentation Requirements from the Schedule of Values item Closeout Documentation Line Item. The Owner reserves the right to hire an Architect/Engineer to complete the required Contract Closeout Documentation.
8. Liquidated Damages: The minimum liquidated damages for this project shall be applied as described under Section 00 72 13 General Conditions, paragraph 37.5 and based on the Substantial Completion Date. The work to be performed under this act shall be Substantially Completed on or before 15 April 2024, SAME as 1.02.A ABOVE.
9. **Under this contract \$750 dollars per day shall be charged as liquidated damages for work required beyond the Substantial Completion date.**

B. Final Cleaning