

Town of Brunswick, Maine

OFFICE OF THE TOWN ENGINEER

MEMORANDUM

TO: Bidders

FROM: Trey Crews, Town Engineer Brunswick

DATE: November 15, 2024

SUBJECT: Old Bath Water Main Extension

The town has received several questions from potential bidders in advance of the pre-bid meeting. The town and water district have the following responses that should be incorporated into bids. Revised sheets and additional documents are attached.

1. What are the pavement thicknesses for the watermain trench?

Old Bath Road: Two 2" 19.5mm courses in Old Bath Road

Bay Bridge Road: One 2.5" course of 19.5mm, one 1.5" course of 12.5mm

2. What is the trench width for the watermain trench?

8 feet

3. Are there any domestic water services-it appears that there is only 1-6" service called out?

The only service being installed as part of this contract is the 6" DI service to Bay Bridge Estates. (Local residents will be notified of the water main installation and paving and may reach out to the contractor regarding domestic service installation. The selected contractor can choose to work with residents on a case-by-case basis.)

4. In the watermain bid, please clarify where the 45 tons of 12.5mm HMA is to be used.

This is intended to be a 1.5" surface course in the trench along Bay Bridge Road.

5. Is the Town allowing for asphalt escalation since the paving will be going to into 2026?

Yes

6. Are there any wage rate associated with this project?

Yes, see attached.

7. Is there a plan/do you have anything showing Bay Bridge Road and the paving limits?

No, it will match existing widths and stop where the water main trench terminates. It is approximately 22 ft wide and 600 ft of road surfacing.

8. Please clarify exactly which documents are required to be submitted with the bid for both Prime Contractor and Subcontractors (if any).

Forms that are required to be filled out by the prime contractor and subcontractor can be found in Appendix A and Appendix B. Below is a list of the required forms:

- Appendix A
 - Prime Contractor
 - Certification of Contractor regarding disbarment
 - Certification of Contractor regarding conflict of interest
 - Certification of Contractor regarding EEO and EEO statement
 - Certification of Contractor regarding federal provisions
 - Cumberland County Subcontractor and supplier list
 - Subcontractor
 - Certification of Subcontractor regarding disbarment
 - Certification of Subcontractor regarding conflict of interest
 - Certification of Subcontractor regarding EEO and EEO statement
 - Certification of Subcontractor regarding federal provisions
- Appendix B
 - Disadvantaged Business Enterprise Program (DBE) Subcontractor Utilization Form
 - Disadvantaged Business Enterprise Program (DBE) Subcontractor Performance Form
 - Disadvantaged Business Enterprise Program (DBE) Subcontractor Participation Form
- Additionally, we will need AIS Certification (attached to this Addendum)
 - Certification by the Contractor of Compliance with the Use of American Iron and Steel Law

9. Is QC testing required for the paving?

The town will provide a paving inspector to be coordinated with for paving inspection. The town will pay the inspector directly.

10. Please confirm that the 652 Items within the Base Bid 1 bid items are for the traffic control associated with just the paving work that takes place in 2026 and that all traffic control required to complete the Base Bid 2 bid items is incidental to the bid items.

Confirmed

11. There is reference to temporary water services being required in the specifications. From going through the site and the review of the drawings it seems that this is a new installation of a water main extension (nothing shown on plans as existing), so we don't believe there is a need for any temporary water services. Please verify.

No temporary water is anticipated for this project. It would only be required if the shutdown to tie into the existing main will last longer than 8 hours.

12. With the Town providing all of the pipe materials, what will be required from the Contractor? Will the material be delivered to the site and strung out for the Contractor? Will the Contractor have to transport all materials from a common yard to the work site? If the Contractor has to transport, will the Contractor have to load the pipe at the common yard?

The Contractor will need to coordinate with the water district for the pipe to be delivered to the site and strung out as needed.

13. Is the Contractor responsible for supplying all materials required to test and chlorinate the new water main?

Yes.

14. There are multiple details shown on the drawings such as "Air Relief", "Service Detail", "Insulation Detail", "Excavation Dimensions Tapping Sleeves and Valves", "Blowoff Assembly", "M.J. Plug to 2" Blowoff Assembly", "2" PVC to 1" Blowoff Assembly" and "Cut and Cap Water Main". None of these details are shown as being needed on the drawings. Nothing is shown for existing utilities or drainage. How does the Contractor determine how many of these details are needed to be completed.

BTWD: There are no known existing buried sewer, water, natural gas utilities within the ROW in the sections of Old Bath Road for this project. Coordinate with the Town on any existing drainage structures or cross culverts. The details that are needed are shown on the plan sheets.

TOB: There is minimal drainage infrastructure. Notably there is a 15 inch pipe crossing Old Bath Rd near the intersection of Deerfield Dr and a 15" pipe crossing near Lindbergh Landing. The town has limited data and what we have can be reviewed on the town's online GIS.

15. It appears that the bids are e-mailed to TOB-Engineering@brunswickme.org. What is actually required to be submitted electronically at the time of the bid? One location states the completed and signed "Bid Form" with "Bid Bond" and in another location there is a list of documents that need to accompany the bid.

All the necessary documents will need to be submitted together (Bid Form, Bond, supplemental certification forms, etc) at the bid opening. Please review the answer for question eight which goes over the additional documents required in the package

16. With the full depth reclamation of the Old Bath Road happening in 2026, what is the depth of gravels wanted under the trench patch in 2025?

On Old Bath Road, the road base shall be a minimum of 24 inches, 18 inches of MDOT Grade D subbase and 6 inches of MDOT Grade A base.

17. With just the overlay taking place along Bay Bridge Road in 2026, what is the depth of gravels wanted under the trench patch in 2025?

On Bay Bridge Road, the road base shall be a minimum of 18 inches, 15 inches of MDOT Grade D subbase and 3 inches of MDOT Grade A gravel.

Further, please note the following minor changes to the bid package: Bay Bridge Road originally called for 1.25" of 12.5mm., this has been changed to a thickness to 1.5" of 12.5mm. Under SUPPLEMENTAL SPECIFICATIONS-TIME LIMIT, the dates were corrected. Under SPECIAL PROVISION 107, the dates were corrected.

Thank you for your interest in this project. If there are further questions before then, please submit them by November 22 to allow time to answer and distribute. The pre-bid meeting is still scheduled for December 3 at 2PM to be held at town hall and virtually via Zoom.

Attachments

Updated Bid Document Sheets

AIS Sample Contract

AIS Certification

NOTICE TO CONTRACTORS
TOWN OF BRUNSWICK, MAINE
Old Bath Road Water Main Extension – Town of Brunswick

Sealed proposals for **Old Bath Road Water Main Extension – Town of Brunswick** shall be received by the office of the Town Engineer until **10:00 AM on December 12, 2024**, and at that time will be opened and read via a Zoom conference. A mandatory pre-bid conference will be held via Zoom at **2:00 PM on December 3** those wishing to attend the preconstruction meeting or bid opening must contact the Town Engineer at TOB-Engineering@brunswickme.org to receive the Zoom log in.

Old Bath Road Water Main Extension – Town of Brunswick
SCOPE OF WORK

The scope of work for this project includes furnishing and installing all materials, labor, and equipment necessary for installing 10,200 feet of 12" water main along Old Bath Road and 600 feet of 8" water main along Bay Bridge Road, a 6" service stub to Bay Bridge Estates, along with associated hydrants, valves, and fittings. All pipeline materials for the project shall be furnished by the Brunswick and Topsham Water District.

One year following completion of the water main installation, the selected contractor will be responsible for all materials, labor, and equipment necessary to reclaim and repave Old Bath Road and an overlay of Bay Bridge Road. **Water main installation and trench repair are to be completed by October 31, 2025. The reclaim and repave of Old Bath Road and overlay of Bay Bridge Road are to be completed by October 31, 2026.**

Road Repairs				
Location	General Scope	Length (ft)	Width (ft)	Notes
Old Bath Road – Maplewood Avenue to Bay Bridge Road	Reclaim & Repave	10,200	24	Full Depth Recycled Pavement 2.5" 19mm HMA (base) 1.5" 12.5mm HMA (surface)
Bay Bridge Road – Old Bath Road to Beverly Drive	Overlay	600	22	1.5" 12.5mm HMA

GRANT REQUIREMENTS

- Bids must include signed Federal Provision forms. This project will be funded in part through an EPA Community Grant and the American Rescue Plan Act (ARPA) under assistance agreement 21.027. Compliance with certain federal provisions is required. Additionally, Federal Minimum Wage Rates as determined by the U.S. Department of Labor under the Davis-Bacon Act apply to this project.
- The contractor must provide both a performance bond and a payment bond, each for 100% of the contract price.
- Bids will be evaluated based on the following selection criteria listed below. Contractors are required to supply supporting documentation for each of the selection criteria.

TIME LIMIT

The work outlined in these specifications shall be complete by the date specified below. The Contractor shall be aware that the work to be done will not necessarily be continuous and that the Contractor shall perform the work in accordance with the requirements of the Town as established from time to time throughout the progress of the work.

No work shall commence prior to **May 1, 2025** unless previously approved by the Town Engineer.

All work including final cleanup shall be completed by **October 31, 2026** unless otherwise stated in the Contract.

INSURANCE AND LIABILITY

The Contractor shall take all responsibility of the work and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him/her on account of the amount or character of the work or because the nature of the land in or on which the work is done is different from what was estimated or expected or on account of the weather, elements or other cause; and he/she shall assume the defense of and indemnify and save harmless the Town and its officers, agents and servants from all claims relating to labor and materials furnished for the work; to inventions, patents and patent rights used in doing the work; to injuries to any person or corporation received or sustained by or from the Contractor and his/her employees in doing the work, or in consequence of any improper materials, implements or labor used therein; and to any act, omission or neglect of the Contractor and his/her employees therein.

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the Town of Brunswick as additional insured. Certificate of such insurance shall be filed with the Director of Budget/Purchasing for his/her approval before permission to commence work will be granted.

INSURANCE REQUIREMENTS

The OWNER shall indemnify and hold harmless the CONTRACTOR, its officers, agents and employees from claims, suits or liabilities resulting from the negligence of the OWNER, its officers, agents and employees. The CONTRACTOR shall indemnify and hold harmless the OWNER its officers, agents and employees from claims, suits or liabilities resulting from the negligence of the CONTRACTOR, its officers, agents and employees.

This obligation to indemnify shall not waive any defense immunity or limitation of liability, which may be available to the OWNER, its officers, agents or employees, under the Maine Tort Claims Act pursuant to the provisions of 14 MRSA Section 8101 et seq. or any other privileges or immunities as may be provided by law.

A. Worker's Compensation:

The Contractor and Subcontractors shall purchase and maintain such liability and other insurance. The limits of liability shall provide coverage not less than the following amounts, or greater where required by law:

(1) Worker's Compensation Statutory
(2) Employer's Liability \$1,000,000

B. Comprehensive General Liability including Operations/Premises, Contractor's Protective, Products/Completed Operations Liability and Personal Injury Liability:

SPECIAL PROVISIONS

SECTION 107

TIME

107.1 Contract Time and Completion Date:

The contract may not begin work until **May 1, 2025.** Work must be completed by **October 31, 2026.**

107.7 Schedule of Liquidated Damages:

This subsection shall be amended to read that the Liquidated Damages be assessed per the below table.

Original Contract Amount		Liquidated Damages per Calendar Day
From More Than	To and Including	
\$0	\$500,000	\$500
\$500,000	\$1,000,000	\$1,000
\$1,000,000	And More	\$2,000



AMERICAN IRON AND STEEL SAMPLE CONTRACT LANGUAGE

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE COMMUNITY GRANT FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the _____ (the “Funding Authority”) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Funding Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

From the “Consolidated Appropriations Act, 2014”

H.R. 3547 (PL113-76, enacted 1/17/2014)

USE OF AMERICAN IRON AND STEEL

“SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

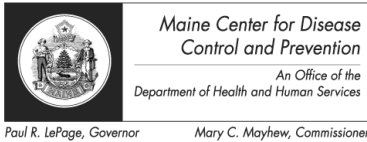
(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.”



**CERTIFICATION BY THE OWNER
OF COMPLIANCE WITH THE
USE OF AMERICAN IRON AND STEEL LAW**
enacted on 1/17/2014

*(To be completed by the duly authorized Public Water System representative
and provided to Drinking Water Program at the Pre-Construction Meeting)*

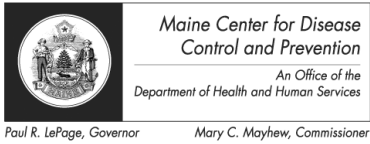
We, the Owner (Public Water System) named, _____, having obtained a loan from the State of Maine Drinking Water State Revolving Fund (DWSRF), to fund the Project named _____, and identified as Project # _____ hereby submit to the Drinking Water Program, certification from each contractor working on the Project that the use of American Iron and Steel in the construction of the Project complies with the law, or that a waiver has been obtained from the U.S. Environmental Protection Agency.

Signature of Official

Printed name

Date

Attachment: Certification by Owner



**CERTIFICATION BY CONTRACTOR
OF COMPLIANCE WITH THE
USE OF AMERICAN IRON AND STEEL LAW**
enacted on 1/17/2014

We, the Prime Contractor and Subcontractors, as named below, hereby certify that the use of American iron and steel in the construction of the Project named _____, also identified as Project # _____ complies with the Use of American Iron and Steel Law, or that a waiver been obtained from the U.S. Environmental Protection Agency.

Prime Contractor Name: _____

_____ Signature of Official	_____ Printed name	_____ Date
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<u>Subcontractor Name</u>	<u>Signature of Official</u>	<u>Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sample Step Manufacturer Certification

(Documentation must be provided on company letterhead)

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Manufacturer Certification for
Project Name _____

I, _____ (company representative), certify that the _____
(melting, bending, coating, galvanizing, cutting, etc.) process for _____
(manufacturing or fabricating) the following products and/or materials shipped or provided for
the project is in full compliance with the American Iron and Steel requirement as mandated in
EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. _____
2. _____
3. _____

Such process took place at the following location: _____(address)

If any of the above compliance statements change while providing material to this project we
will immediately notify the prime contractor and the engineer.

Company representative

Signature

Date