

SUDBURY WATER DISTRICT

EAST STREET WATER TREATMENT PLANT (WTP) PFAS TREATMENT

DWSRF-11383

ADDENDUM NO. 4

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To be considered as part of the contract drawings and specifications for the East Street WTP PFAS Treatment Project, DWSRF-11383.

SPECIFICATIONS

1. **SECTION 00 41 13 FORM FOR GENERAL BID**

See replacement specification, 00 41 13 FORM FOR GENERAL BID in its entirety.

2. **SECTION 01 22 00 MEASUREMENT AND PAYMENT**

See replacement specification, 01 22 00 MEASUREMENT AND PAYMENT, in its entirety.

QUESTIONS AND ANSWERS

Q1: Under the bid alternate, the G.C. is supposed to carry something for the supports to attach the PV system to the roof. I don't see any details on this nor a quantity. Could you please quantify this and provide a detail, so I know what to carry in my bid?

A1: As noted on Sheet PV001, the PV system shall be fixed onto the standing seam metal roof via UL 2703 listed mounting system. Mounting design, details and quantities are delegated to the PV contractor. Construction specifications shall be provided to the EOR for review.

Q2: It is clear that the propane tank and the vaporizer are installed by the GC. I think you intend for the GC to both furnish and install the tank and vaporizer. Please clarify. If the GC is to furnish the propane tank and vaporizer, could you please provide a spec for the vaporizer. I would also like to know if we are required to fill the propane tank or if this will be by the owner. It does not show that the filed Sub Bid Plumber is required to make the final gas connection to the generator. Should they?

A2: The propane tank and connection to the generator will be completed by Suburban Propane, as this is the Water District's current propane supplier.

Bidders shall include an allowance of \$23,000.00 for incorporation of this work into their contract. The attached bid form (SECTION 00 41 13) and measurement and payment (SECTION 01 22 00) have been updated to reflect this change.

Q3: Please add bid items to the bid form for the \$30,000 Utility Allowance and the \$50,000 Allowance for the work of RE Erickson.

A3: Please see the attached revised SECTION 00 41 13 Bid Form and SECTION 01 22 00 Measurement and Payment Specifications. The above referenced allowances shall be removed from Item 1 and included as a separate allowance in the bid as requested.

Q4: Please confirm that all of the pre-filed sub-bidders are responsible for their own staging, hoisting, lifting, coring and patching.

A4: Confirmed. All filed sub-bidders are responsible for their own staging, hoisting, lifting, coring and patching.

Q5: DIV 26050-1.1. B.9., Lists a "Fire Alarm System". Fire alarm is not found on drawings or in this specification, please clarify.

A5: Item 1.1, B.9 Fire Alarm System should be deleted. There is not fire alarm work on the project.

SECTION 00 41 13

FORM FOR GENERAL BID
(For Buildings Mass. Chapter 149 Work)

To the Awarding Authority:

A. The Undersigned proposes to furnish all labor and materials required for Construction of the East Street WTP PFAS Treatment Project (project) in Sudbury, Massachusetts, SRF Project Number DWSRF 11383, in accordance with the accompanying plans and specifications prepared by Weston & Sampson Engineers, Inc. for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered _____.

C. The proposed contract price is _____ dollars and _____ cents (\$_____).

For Alternate No. A add _____ dollars and _____ cents (\$_____).

D. The subdivision of the proposed contract price is as follows:

Item 1. The work of the general contractor, being all work other than that covered by Items 2 through 5.

\$ _____ (Base Bid)

\$ _____ (Alternate A)

\$ _____ (Base Bid Plus Alternate A)

Item 2. Sub-bids as follows:

| Sub Trade | Name of Sub-Bidder | Amount | Bond Required "Y" or "N" |
|--|---------------------------|---------------|---------------------------------|
| 2a. Masonry (Division 4) | | | Y |
| 2b. Miscellaneous and Ornamental Iron (Division 5) | | | Y |
| 2c. Painting (Division 9) | | | Y |
| 2d. Plumbing (Division 22) | | | Y |
| 2e. HVAC (Division 23) | | | Y |
| 2f. Electrical (Division 26) | | | Y |

Total of Item 2 \$ _____ **Base Bid**

Item 3. Electrical Service Allowance

\$ 30,000.00

Item 4. Preferred System Integrator Allowance

\$ 50,000.00

Item 5. Propane System Service Allowance

\$ 25,000.00

The undersigned agrees that each of the above-named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if it is selected as general contractor, it will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another

sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

The undersigned agrees that, if it is selected as general contractor, it will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that it will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. The word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, Section 25C (10) of Chapter 152 (workers' compensation) or any other applicable debarment provisions of any other Chapter of the General Laws or any rule or regulations promulgated thereunder; and is not

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Bidders must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). Contractors, subcontractors, or suppliers that appear on the Excluded Parties List System at sam.gov are not eligible for award of any contracts funded by the Massachusetts State Revolving Fund.

The Bidder hereby agrees that if selected as the Contractor it will commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Owner to the Contractor and to fully complete the project within 720 consecutive days of the start date fixed in the "Notice to Proceed." The Bidder further agrees to pay as liquidated damages the sum of the \$1000 for each consecutive calendar day thereafter during which the work has not been fully completed, as provided in the "Liquidated Damages" provisions of Section 00 73 00 SUPPLEMENTARY CONDITIONS.

The undersigned understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149, Sections 44A to 44J, as amended. Every bidder (including sub-bidders) must furnish the DCAM Update Statement with the bid.

The contract will be awarded to the lowest responsible and eligible bidder.

The undersigned understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids, where Federal approval is not required; and where Federal approval is required, the time for holding bids is 30 days, Saturdays, Sundays and legal holidays excluded, after Federal approval.

Bid security in the form of a bid bond, cash, certified check, treasurer's or cashier's check, payable to the Owner, in a dollar amount of 5 percent of the total bid, in accordance with the conditions in the INSTRUCTION TO BIDDERS, has been attached to this bid.

Pursuant to M.G.L. CH. 62C, Sec 49A, I certify under the penalties of perjury that I have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Disadvantaged Business Enterprise (DBE) goals are applicable to the total dollars paid to the construction contract. The goals for this project are a minimum of 4.2 percent D/MBE participation and 4.5 percent D/WBE participation by certified DBEs. The two low Bidders shall submit completed DBE forms (EEO-DEP-190C, EEO-DEP-191C and the DBE Certification of United States Citizenship form) by the close of business on the third business day after bid opening. Failure to comply with the requirements of this paragraph may be deemed to render a proposal nonresponsive. No waiver of any provision of this section will be granted unless approved by the Department of Environmental Protection (MassDEP).

The undersigned Bidder hereby certifies it will comply with the specific affirmative action steps contained in the EEO/AA provisions of this Contract, including compliance with the Disadvantaged Business Enterprise provisions as required under these contract provisions. The contractor receiving the award of the contract shall incorporate the EEO/AA provisions of this contract into all subcontracts and purchase orders so that such provisions will be binding upon each subcontractor or vendor.

The undersigned certifies under penalties of perjury that there have been no substantial changes in its financial position or business organization other than those changes noted within the application since the applicant's most recent pre-qualification statement.

Respectfully submitted:

Date _____

By _____
(Signature)

(Name - Typed or Printed)

(Title)

(SEAL - if bid is by a corporation)

(Business Name)

(Federal ID Number)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

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SECTION 01 22 00

MEASUREMENT AND PAYMENT

1. General

- A. The following sections describe the measurement and payment for the work to be done under the respective items listed in the FORM OF GENERAL BID.
- B. The lump sum price stated in the FORM OF GENERAL BID shall constitute full compensation as herein specified, for all of the work completed in accordance with the drawings and specifications. All other activities required in connection with performance of the work, including all work required under Division 1, GENERAL REQUIREMENTS, whether described in the contract documents or mandated by applicable codes, permits and laws, will not be separately paid for unless specifically provided for in the form of general bid, but will be considered to be incidental to performance of the overall project.

1. Item 1

- A. The lump sum price for Item 1 shall constitute full compensation for furnishing all labor, materials, tools and equipment and constructing the project, complete, except for the items included in Items 2 through 5, as shown on the drawings and called for in the specifications.

- ~~B. Base Bid: The lump sum price for the Base Bid shall constitute full compensation for furnishing all labor, materials, tools and equipment and constructing the project, complete, except for the items included under Bid Alternate A and in sub bids under Item 2, as shown on the drawings and called for in the specifications. The Contractor shall be responsible for payment of the utility permits connection fees in addition to coordination of related work by others. The estimated fee is \$30,000 and shall be included as an allowance for the required electrical service within the submitted price under Item 1 (Base Bid). Actual permit and utility fees shall be documented by invoices paid in full by the Contractor. If the permit fee is greater than the listed amount, a change order shall be issued for the difference in cost. If the permit and service fee is less than the listed amount, a credit shall be issued to the Owner. The Contractor shall not be entitled to a corresponding markup for overhead and profit related to any price adjustment change order. The Contractor shall also be responsible for contracting with the District's SCADA system integrator, RE Erickson (REE), to develop all programming required for the SCADA monitoring and functions and integrate new control panels with the existing plant's SCADA system. The estimated fee is \$50,000 and shall be included within the submitted price under Item 1 (Base Bid). Actual integration fees shall be documented by invoices paid in full by the Contractor. If the integration fee is greater than the listed amount, a change order shall be issued for the difference in cost. If the integration fee is less than the listed amount, a credit shall be issued to the Owner. The Contractor shall not be entitled to a corresponding markup for overhead and profit related to any price adjustment change order.~~

- C. Bid Alternate A: The lump sum price for Bid Alternate A shall constitute full compensation for providing all labor, materials, tools, and equipment for furnishing and installing solar panels designated as solar work on the contract drawings.

- 2. Item 2: Sub-bids

The lump sum prices for the subdivisions of Item 2 shall constitute full compensation for furnishing all labor, materials, tools, and equipment and performing all work indicated on the drawings and specified for the respective subtrades listed under the subdivisions of Item 2.

- 3. Item 3: Electrical Service Allowance

- A. The Contractor shall be responsible for payment of the utility permits connection fees in addition to coordination of related work by others. The estimated fee is \$30,000 and shall be included as an allowance for the required electrical service within the submitted price under Item 1 (Base Bid). Actual permit and utility fees shall be documented by invoices paid in full by the Contractor. If the permit fee is greater than the listed amount, a change order shall be issued for the difference in cost. If the permit and service fee is less than the listed amount, a credit shall be issued to the Owner. The Contractor shall not be entitled to a corresponding markup for overhead and profit related to any price adjustment change order.

- 4. Items 4: Preferred System Integrator Allowance

- A. The Contractor shall also be responsible for contracting with the District's SCADA system integrator, RE Erickson (REE), to develop all programming required for the SCADA monitoring and functions and integrate new control panels with the existing plant's SCADA system. The estimated fee is \$50,000 and shall be included within the submitted price under Item 1 (Base Bid). Actual integration fees shall be documented by invoices paid in full by the Contractor. If the integration fee is greater than the listed amount, a change order shall be issued for the difference in cost. If the integration fee is less than the listed amount, a credit shall be issued to the Owner. The Contractor shall not be entitled to a corresponding markup for overhead and profit related to any price adjustment change order.

- 5. Item 5: Propane System Service Allowance

- A. The Contractor shall be responsible for payment of the propane service connection fees in addition to coordination of related work by others. The estimated fee is \$25,000.00 and shall be included as an allowance. The propane system will include the 1,000 gallon storage tank, vaporizer, and all required gas piping and fittings between the propane storage and connection to the generator to provide a fully functional system. The existing East Street WTP is currently serviced by Suburban Propane of Marlborough, MA, and they shall furnish this work. Actual permit, and utility fees shall be documented by

invoices paid in full by the Contractor. If the permit fee is greater than the listed amount, a change order shall be issued for the difference in cost. If the permit and service fee is less than the listed amount, a credit shall be issued to the Owner. The Contractor shall not be entitled to a corresponding markup for overhead and profit related to any price adjustment change order.

END OF SECTION

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