## THE CITY OF WALTHAM MASSACHUSETTS PURCHASING DEPARTMENT

## SUMP PUMP AMNESTY PROGRAM CONTRACT 2 - AREAS 5B, 5D AND 15

# ADDENDUM NO. 1

July 26, 2013

# CHANGES, CORRECTIONS AND CLARIFICATIONS

The attention of bidders submitting proposals for the above subject project is called to the following addendum to the specifications. The items set forth herein, whether of omission, addition, substitution or clarification are all to be included in and form a part of the proposal submitted.

THE NUMBER OF THIS ADDENDUM (NO. 1) MUST BE ENTERED IN THE APPROPRIATE SPACE PROVIDED IN THE FORM FOR GENERAL BID – SECTION 00301-2

## ITEM NO.: 1. Additions

- **A.** Three additional properties listed below are added to the Contract:
  - 18 Mount Walley Road
  - 22 Shore Road
  - 16 Wampum Avenue

The proposed designs for these three properties are attached. The total number of properties included in this contract is 59.

Attached is a revised Section 00301-2 Bid Form.

**B. Schedules:** Within 10 days after the Effective Date of the Agreement, Contractor shall submit to Engineer for timely review:

- 1. a preliminary Progress Schedule, indicating the times (number of days or dates) for starting and completing various stages of the work and proposed sequencing of work.
- 2. a preliminary schedule of shop drawing submittals.
- 3. a progress schedule that will be made on a monthly basis or more frequently as required by the Engineer. The progress schedule shall be updated as required by the Engineer and
- 4. attend a pre-construction conference with the Owner, Engineer and others as appropriate for complete understanding of the work, discuss proposed sequencing of work and schedule, procedures for handling Shop Drawings and other submittals, processing Applications for Payment and maintaining required records.
- **C.** Schedule of Values. Within thirty (30) days from the date of the award, the contractor shall present to the City Engineer a Schedule of Values which shall promptly be reviewed and approved. Required modifications will be completed by the contractor with 3 working days.

# **ITEM NO.: 2. DELETE AND REPLACE**

**Delete** current Section 00301 and **replace** with the attached and revised Section 00301-2 Bid Form.

## ITEM NO.: 3. ANSWERS TO POSED QUESTION(S) AT THE PRE-BID MEETING

**Q1.** Does the proposed internal residential piping be performed by a licensed plumber?

A1. There is no requirement of a licensed plumber completing the internal residential piping work. However; all work must be completed in accordance with the Contract Specifications, applicable plumbing codes and must meet the final acceptance inspection requirements as specified in Section 15410 Plumbing-Sump Pump Piping Systems.

Q2. Can the pipe penetration through existing foundation walls be plugged around the pipe with hydraulic cement? A2. Yes.

**Q3.** What is the extent of chasing the existing sanitary sewer lateral for disconnecting the existing sump pump?

A3. Majority of the existing sump pumps either discharge to laundry sinks with a flexible hose or hard piped to existing sewer stack. The work will be to simply disconnect at the sump pump and discharge to new pipe connection. The house sewer lateral connection must be active at all times.

**Q4.** Do any of the existing sump pumps need replacement as part of this contract?

A4. No. Any replacement of sump pumps will be done by the homeowner.

Q5. What is the extent of the site restoration on private properties? A5. The sites must be restored to original condition or better. The Contractor must make every effort to avoid laying pipe in paved driveways. The trench width must be kept to a minimum for any work in the paved driveways and paving will be limited to the extents of the trench in accordance with the details included in Appendix B of the Bid Documents. Also please refer to Specification Section 01700 Work on Private Property and Site Access for complete description of work.

**Q6.** Can the proposed piping be bent to go around the ledge to minimize rock removal?

A6. Yes. The contractor must use the required pipe bends and avoid sharp bends in pipe alignment and cannot exceed the allowable deflection in accordance with the Contract Specifications.

**Q7**. What is the extent of assistance from the City with cooperation from the home owners?

A7. The City is paying for all work to correct the sump pump connections. The homeowners have signed up for this amnesty program and should cooperate with the Contractor as needed to complete work. The City can assist the Contractor to coordinate with the homeowner should there be any issues. Also refer to Section 01170 Special Provisions Part 1.8 of the Bid Documents. The Contractor will be provided with contact information for each of the property owners. The Contractor must coordinate with each of the property owners to review the proposed piping layout and work inside and outside of the property and establish a schedule for commencing and completing the work. Coordination for access inside and outside of the property is critical in completing the work and the Contractor will not be compensated for any delays and should plan his work accordingly.

**Q8.** How many downspout disconnections are anticipated?

**A8.** An allowance has been made for the downspout disconnections. The Engineer will identify and direct the Contractor in the field as needed for any downspout disconnections.

#### SECTION 00301-2

#### **BID FORM**

To the City of Waltham, Massachusetts, acting through its Mayor:

The Undersigned, as Bidder, declares as follows:

- The only parties interested in this BID as Principals are named herein;
- this BID is made without collusion with any other person, firm, or corporation;
- no officer, agent, or employee of the Owner is directly or indirectly interested in this BID;
- the Bidder has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and agrees that the Bidder shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or subsurface) actually encountered writing pipes and other structures (surface and/or subsurface) actually encountered available to acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and has made due allowance therefore in this BID;
- and the Bidder understands that the quantities of work tabulated in this BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer;
- and agrees that, if this is accepted will contract with the Owner, as provided the copy of the Contract Documents deposited in the office of the Engineer, this BID form being part of said Documents, that the will perform all work and all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies all other required by Contract Documents the manner within the therein prescribed according to the requirements the

Engineer as therein set forth, and that the Bidder will take in full payment therefore the lump sum or unit price applicable to each item of the Work as stated in the following schedule:

Bidders must bid on each item of the Base Bid. All entries in the entire BID must be made clearly and in ink; prices bid must be written in both words and figures. In case of discrepancy, the amount shown in words will govern.

Bidders shall insert extended item prices obtained from quantities and unit prices. In case of discrepancy between the product obtained by multiplying the estimated quantity by the unit price, the actual product shall apply. In case of discrepancy between the sum of the total figure of the items and the total amount listed, the actual sum shall apply.

Receipt of Addenda numbered\_\_\_\_\_to\_\_\_\_, inclusive, is acknowledged.

(Bidder)	 	 
(by)	 	 
(Title)	 	 

### **BASE BID**

### Sump Pump Amnesty Program - Contract 2

Refer to Section 01024 - Measurement and Payment for Item Descriptions. The work of the General Bidder, being all work covered by items 1 through 10, inclusive.

Item	Item Description	Units	Estimated	Unit Price	Extended Amount
No.	Unit Price in Words		Quantity	(In Figures)	(In Figures)
1	Mobilization and Demobilization				
	Dollars and Cents	LS	1		
2	Installing new On-Site Infiltration System, Private Inflow Removal and Sump Pump Discharge Redirection to the new On-Site Infiltration System				
	Dollars and Cents	ea.	17		
3	Private Inflow Removal and Sump Pump Discharge Redirection and Connection to the Existing Drainage System				
3.1	74 Amherst Avenue				
	Dollars and Cents	LS	1		
3.2	46 College Farm Road				
	Dollars and Cents	LS	1		
3.3	63 Indian Road				
	Dollars and Cents	LS	1		
3.4	86 Indian Road				
	Dollars and Cents	LS	1		
3.5	89 Indian Road				
	Dollars and Cents	LS	1		
3.6	78 Lake Street				
	Dollars and Cents	LS	1		
3.7	103 Lake Street				
	Dollars and Cents	LS	1		
3.8	120 Lake Street				
	Dollars and Cents	LS	1		
3.9	126 Lake Street				
	Dollars and Cents	LS	1		
3.10	133 Lake Street				
	Dollars and Cents	LS	1		
3.11	48 Lakeview Terrace				
	Dollars and Cents	LS	1		

3.12	52 Lakeview Terrace					
0.112						
0.10	Dollars and	Cents	LS	1		
3.13	53 Lakeview Terrace					
	Dollars and	Cents	LS	1		
3.14	59 Lakeview Terrace					
	Dollars and	Cents	LS	1		
3.15	60 Lakeview Terrace	Cents	LS	1		
3.16	Dollars and	Cents	LS	1		
5.10	598 Lexington Street					
	Dollars and	Cents	LS	1		
3.17	107 Mokema Avenue					
	Dollars and	Cents	LS	1		
3.18	50 Mount Walley Road	Conts	Lb	1		
3.19	Dollars and 98 Princeton Avenue	Cents	LS	1		
5.19	78 Finction Avenue					
	Dollars and	Cents	LS	1		
3.20	104 Princeton Avenue					
	Dollars and	Cents	LS	1		
3.21	105 Princeton Avenue			-		
3.22	Dollars and 33 Seminole Avenue	Cents	LS	1		
5.22						
	Dollars and	Cents	LS	1		
3.23	49 Seminole Avenue					
	Dollars and	Cents	LS	1		
3.24	26 Shore Road					
	Dellers and	Canta	IC	1		
3.25	Dollars and 6 Wampum Avenue	Cents	LS	1		
5.20						
0.01	Dollars and	Cents	LS	1		
3.26	8 Wampum Avenue					
	Dollars and	Cents	LS	1		
3.27	100 Longfellow Road					
	Dollars and	Cents	LS	1		
3.28	26 Bruce Road	Conto		1		
_						
2.00	Dollars and	Cents	LS	1		
3.29	71 Stone Road					
	Dollars and	Cents	LS	1		
3.30	4 Allen Road					
	Dollars and	Cents	LS	1		
L				1	I	

3.31	78 Whitman Road				
	Dollars and Cents	LS	1		
3.32	25 Hagar Lane				
	Dollars and Cents	LS	1		
3.33	84 Whitman Road				
	Dollars and Cents	LS	1		
3.34	19 Hagar Lane				
	Dollars and Cents	LS	1		
3.35	61 Stone Road				
	Dollars and Cents	LS	1		
3.36	160 Longfellow Road				
	Dollars and Cents	LS	1		
3.37	18 Mount Walley Road				
	Dollars and Cents	LS	1		
3.38	22 Shore Road				
	Dollars and Cents	LS	1		
3.39	16 Wampum Avenue				
	Dollars and Cents	LS	1		
4	Private Inflow Removal and Sump Pump Discharge Redirection and Connection to the New Storm Drain				
	Dollars and Cents	ea.	3		
5	New Storm Drain Piping (12" RCP), and Appurtenances				
	Dollars and Cents	lf	163		
6	Environmental Protection and Controls				
	Dollars and Cents	LS	1		
7	Rock Excavation and Disposal				
	Dollars and Cents	су	50		
8	All Other Work/Remaining Lump Sum Items				
	Dollars and Cents	LS	1		
9	Police Detail Allowance				
	Dollars and Cents	hr	300	\$50/hr	\$15,000
10	Cut and Splash Roof Leaders Allowance				
	Dollars and Cents	ea.	10		

#### TOTAL FOR BASE BID

Total Amount of Base Bid (Basis of Award) (Items 1 through 10 inclusive).

\$\_\_\_\_\_(Amount in figures)

(Amount in words)

The bidder understands that the Owner reserves the right to reject any and all bids and to waive any informality in the bidding.

The undersigned agrees that for extra work, if any, will be performed in accordance with Article 10 of the General Conditions of the Contract and will be paid for in accordance with Article 11 of the General Conditions of the Contract.

The bid security accompanying this BID shall be in the amount of 5 percent of the BID payable to the City of Waltham.

The time for completion of this contract is 150 calendar days. Liquidated damages specified in this contract are \$1,000 per day for each calendar day beyond the contract completion date that work remains uncompleted.

Bids shall be valid for ninety (90) days and cannot be withdrawn until after the 90-day period has expired.

The undersigned agrees that if the Owner accepts this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days, Saturdays, Sundays, and legal holidays excluded, after notification that the AGREEMENT and other Contract Documents are ready for signature.

A performance bond in an amount equal to 100 percent of the total amount of the bid with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the faithful performance of the contract, as well as a labor and materials bond in an amount equal to 100 percent of the total bid amount.

Should the bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check or cash which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

The bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

The undersigned bidder hereby certifies he/she will comply with the minority workforce percentage ratio and specific affirmative action steps contained in the EEO/AA provisions of this Contract, including compliance with the Minority/Woman Business Enterprise as required under these contract provisions. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors a copy of the certification by said subcontractor, regardless of tier, that it will comply with the minority workforce ratio and specific affirmative action steps contained in these contract provisions and submit it to the contracting agency prior to the award of such subcontract.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section Twenty-Nine F of Chapter Twenty-Nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder. Pursuant to M.G.L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best

knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

The attached Minority Business Participation and Women Business Participation Form (Form EEO-BMF-190) and the attached Minority Business Participation and the Women Business Participation Letters of Intent (Form EEO-BMF-191) must be completed and submitted as part of the Bid Proposal.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to MOL Ch. 30, Section 39M. The bidding and award of the contract will be in full compliance with Section 39M inclusive of Chapter 30 of the General Laws of the Commonwealth of Massachusetts as last revised.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The attached CERTIFICATE OF NON-COLLUSION must be signed and submitted as part of the Bid Proposal.

(	ame of General Bidder)
By(Signature and title of authorized	Date
(Signature and the or authorized	epresentative)
	SEAL
(Telephone)	(Business address)
(Fax Number)	(City, State, Zip)

The following documents are attached to and made a condition of the bid, and shall be filed with the bid:

- Bid Security (5%)
- Completed and signed Bid Proposal (Section 00301-2)
- Contractor's Certification (Attached to Section 00301-2)
- MBE/WBE Participation and Vendor Information Forms (Attached to Section 00301-2)
  1. Schedule of Participation for SRF Construction (EEO-DEP-190C)
  2. Letter of intent for SRF Construction (EEO-DEP-191C)
  - 3. Vendor Information Form- SRF Construction (EEO-DEP-VIF-C)
- Massachusetts Diesel Retrofit Program Statement (Attached to Section 00301-2)
- Completed Certificate of Non-Collusion (Section 00480)
- Completed Certificate of Corporate Vote (Corporation Only) (Section 00481)
- Completed Certificate as to Payment of State Taxes (Section 00482)
- Completed State "Debarment Disclosure Form for Public Contracts" (Section 00484)

The Bidder is requested to list four or more of your firm's recent projects of a similar character as required for acceptable bid. References will enable the Owner to judge his experience, skill, and business standing.

Project Name:	
Project Location:	
Contract Amount: \$	Completion Date
Owner:	
Contact Name:	Telephone:
Architect/Engineer:	
Contact Name:	Telephone:
Project Name:	
Project Location:	
Contract Amount: \$	Completion Date
Owner:	
Contact Name:	Telephone:
Architect/Engineer:	
Contact Name:	Telephone:

Project Name:	
Project Location:	
Contract Amount: \$	Completion Date
Owner:	
Contact Name:	Telephone:
Architect/Engineer:	
Contact Name:	Telephone:

Project Name:	
Project Location:	
Contract Amount: \$	Completion Date
Owner:	
Contact Name:	Telephone:
Architect/Engineer:	
Contact Name:	Telephone:

Add supplementary page if necessary.

### END OF SECTION 00301-2





