## SHARON DEPARTMENT OF PUBLIC WORKS TOWN OF SHARON, MASSACHUSETTS

# WELLS 2, 3, AND 4 WATER TREATMENT PLANT CONTRACT NO. 2025-101 (DWSRF #12443)

#### ADDENDUM NO. 2

### May 10, 2024

### **NOTICE TO ALL BIDDERS:**

Electronic Bids from pre-qualified General Bidders will be received until 2:00 p.m. prevailing time on May 24, 2024. All bids shall be submitted online at <a href="www.Projectdog.com">www.Projectdog.com</a> and entitled "Wells 2, 3, and 4 Water Treatment Plant, Town of Sharon, Massachusetts, Contract No. 2025-101 (DWSRF Project #12443)" All electronic bids are compiled in real time upon bid close and published forthwith on ProjectDog. Official bid tabulations shall be posted on ProjectDog.

Potential General Bidders shall note that general bids shall be submitted under ProjectDog project code <u>861012</u>.

The filed sub-bid categories of <u>Miscellaneous and Ornamental Iron</u> and <u>HVAC</u> are required to be re-bid as outlined in Addendum 2.

The deadline for submission of filed sub-bids for Miscellaneous and Ornamental Iron and HVAC shall be 2:00 p.m. prevailing time on <u>Friday May 24, 2024</u>.

A separate project code has been created on ProjectDog for the rebidding of these filed sub-bid categories. Potential bidders shall note that filed sub-bids shall be submitted under Project Dog project code 862232.

Filed Sub-Bids for the re-bidding of Miscellaneous and Ornamental Iron and HVAC categories shall be submitted electronically at <a href="www.ProjectDog.com">www.ProjectDog.com</a>. There are pdf and video tutorials available online. For additional assistance, please call Projectdog, Inc. 978-499-9014. All bidders must complete and digitally sign (Adobe) or print, complete, sign, and scan your bid form Signature page(s) and upload it as a pdf file. All documents must be in pdf format only.

A non-mandatory pre-bid meeting was held at the project site, 15 Tree Lane, Sharon, MA 02067 on **April 29, 2024 at 2:00 p.m**.

The attention of all eligible bidders submitting bids for the above referenced project is called to the following Addendum to the drawings and specifications (Contract Documents). The items set forth herein, whether of omission, addition, substitution, or clarification, are all to be included in and form a part of the proposed work.

Any and all addenda shall be posted online at ProjectDog.com. Each individual or firm recorded as having received the contract documents will be notified by email if and when addenda are issued. Hard

copies of addenda will not be mailed or faxed to plan holders. It is the sole responsibility of the Bidder to review any and all addenda prior to the bid opening either online or at the offices of Projectdog, Inc.

If a bid is submitted prior to an Addendum being issued, the Bidder will receive an e-mail notification for informational purposes only. The Bidder must review the addendum, retract the bid, acknowledge all addenda, and re-submit the bid. If a Bidder fails to acknowledge all addenda their bid may be rejected by the Awarding Authority.

This Addendum addresses the following:

- Filed Sub-Bid Results
- *Specifications and Drawings*
- Questions from Contractors and Answers
- Supplemental Information

### **Filed Sub-Bid Results**

Filed Sub-Bids were received on Tuesday, May 7, 2024 at 2:00 pm. All bids were submitted electronically at <a href="www.ProjectDog.com">www.ProjectDog.com</a>. The Filed sub-bid results can be found on ProjectDog. Refer to Attachment 1 for the revised Section 00301 Bid Form for reference. The electronic general bid form will be revised and made available through <a href="www.ProjectDog.com">www.ProjectDog.com</a>.

## Please note the following:

- Masonry Four (4) filed sub-bids were received for Masonry from Costa Brothers Masonry Inc., B&B Commercial Masonry Inc., Marmelo Bros. Construction, and Fernandes Masonry. There were no exclusions or restrictions reported in these bids. Therefore, the General Contractor shall identify the sub-bid price used in Item #9.
- 2. Miscellaneous and Ornamental Iron Two (2) filed sub-bids were received for Miscellaneous and Ornamental Iron from Waterline Industries Corp. and L&L Contracting Inc. The bid from Waterline Industries Corp. is restricted for use only to Waterline Industries Corp. All bids are rejected because of specification ambiguity (i.e. Section 05519 Metal Grating Stairs was not clearly defined as part of this filed sub-bid). **Therefore, the General Contractor shall now include the \$250,000.00 allowance provided for Miscellaneous and Ornamental Iron in its General Bid, Item #10.** The Miscellaneous and Ornamental Iron scope of work will be rebid in accordance with M.G.L. Chapter 149 Section 44F Paragraph (4)(a)(2). Refer to Section 00020 Invitation to Bid provided as Attachment 2 of this Addendum.
- 3. Waterproofing, Damp Proofing, and Caulking Three (3) filed sub-bids were received for Waterproofing, Damp Proofing, and Caulking from Beacon Waterproofing and Restoration, Superior Caulking & Waterproofing Co. Inc., and The Waterproofing Company. There were no

exclusions or restrictions reported in these bids. Therefore, the General Contractor shall identify the sub-bid price used in Item #11.

- 4. Metal Windows Four (4) filed sub-bids were received for Lizotte Glass, Inc., Greenfield Glass, Kapiloff's Glass, and Aluminum & Glass Concepts, Inc. There were no exclusions or restrictions reported in these bids. Therefore, the General Contractor shall identify the sub-bid price used in Item #12.
- 5. Painting Three (3) filed sub-bids were received for Painting from Bouchard Painting Inc., SOEP Painting Corporation, and MG Painting Contractors LLC. The bid from Walsh Construction is excluded from using the bid from Bouchard Painting Inc. Therefore, the General Contractor shall identify the sub-bid price used in Item #13.
- 6. Plumbing Four (4) filed sub-bids were received for Plumbing from Kneeland Plumbing & Heating Inc., Araujo Bros Plumbing & Heating, Waterline Industries Corp., and Robert W. Irvine & Sons Inc. The Bid from Waterline Industries Corp. is excluded from using the bid from Araujo Bros Plumbing & Heating, and the bid from Waterline Industries Corp. is restricted for use only to Waterline Industries Corp. Therefore, the General Contractor shall identify the sub-bid price used in Item #14.
- 7. HVAC Four (4) filed sub-bids were received for HVAC from CAM HVAC & Construction Inc., Apex Corp., G&H Heating & Cooling, Waterline Industries Corp. The bids for CAM HVAC & Construction, Apex Corp., and G&H Heating & Cooling have been rejected as non-responsive to bidding requirements:
  - CAM HVAC & Construction did not complete the Form for Sub-Bid, Paragraph A (Specification Section 00301).
  - Apex Corp. did not include "Ductwork" sub-sub bid contractor information required as part of Addendum No. 1, Page 9.
  - G&H Heating & Cooling did not provide a Certificate of Corporate Vote (Specification Section 00481).

Additionally, the bid for Waterline Industries Corp. was restricted to Waterline Industries Corp. Absent at least one responsive unrestricted bid, the Bid for HVAC cannot be accepted. **Therefore, the General Contractor shall now include the \$750,000.00 allowance provided for HVAC in its General Bid, Item #15.** The HVAC scope of work will be rebid in accordance with M.G.L Chapter 149 Section 44F Paragraph (4)(a)(2). Refer to Section 00020 – Invitation to Bid provided as Attachment 2 of this Addendum.

8. Fire Protection – Five (5) filed sub-bids were received for Fire Protection from Yankee Sprinkler, Johnson Controls Fire Protection LP, Rustic Fire Protection, Carlysle Engineering, and Cogswell

Sprinkler Co. Inc. There were no exclusions or restrictions reported in these bids. Therefore, the General Contractor shall identify the sub-bid price used in Item #16.

9. Electrical – Six (6) filed sub-bids were received for Electrical from Wayne J. Griffin Electric Inc., Waterline Industries Corp., Watermark Electric Co. Inc., Fall River Electrical Associates, Richard T. Losordo Electrical Services Inc., and Elm Electrical. The bid from Waterline Industries Corp. is restricted for use only to Waterline Industries Corp., and Waterline Industries Corp. is excluded from using the bid from Fall River Electrical Associates. Therefore, the General Contractor shall identify the sub-bid price used in Item #17.

## SPECIFICATIONS AND DRAWINGS

Make the following changes, revisions, additions, and/or deletions to the Contract Documents:

## **Specification Table of Contents**

• Delete "Metal Grating Stairs" and replace with the following: "Metal Grating Stairs (Miscellaneous and Ornamental Iron Filed Sub-Bid Required)"

## **Specification 00020 – INVITATION TO BID**

• Delete Specification 00020 – Invitation to Bid in its entirety and replace with the Invitation to Bid in Attachment 2.

## **Specification 00301 – BID FORM**

• Delete Specification 00301 – Bid Form in its entirety and replace with the Bid Form in Attachment 1.

## **Specification 00800 – SUPPLEMENTARY CONDITIONS**

• Under Paragraph SC-6.03, add the following:

"6.03.E Umbrella or Excess Liability

(1) Each Occurrence: \$5.000.000

(2) *General Aggregate:* \$5,000,000

6.03.F Contractor's Pollution Liability Insurance: \$2,000,000"

#### **Specification 01010 – SUMMARY OF WORK**

• Under Paragraph 1.4.A.27, add the following: "iii. Complying with railroad authority (e.g. MBTA/Amtrak) requirements for work adjacent to right of ways."

## **Specification 01063 – DRONE SITE PHOTOGRAPHY**

• Delete Paragraph 1.11.C and replace with the following: "Photographer shall coordinate with Engineer on views to be taken. In general views from locations to adequately illustrate state of project and condition of construction at the Wells 2, 3, and 4 Water Treatment Plant, 15 Tree Lane, Sharon, MA 02067. Over-all site photography to

have at least 4 different views unless otherwise approved by Engineer. Succeeding photography from the same view points as preceding photographic sessions."

• Delete Paragraph 1.12.A and replace with the following:

"A. Contractor shall be responsible for hosting an electronic, cloud-based software for file processing and exchange. Software shall be hosted throughout the duration of the Contract and shall include unlimited document storage. Software shall be Procore, Submittal Exchange, Autodesk BIM 360, or Engineer Approved Equal. Software shall be suitable for processing and exchanging all construction period documentation including but not limited to submittals, requests for information, change order proposals, etc."

## **Specification 01110 – ENVIRONMENTAL PROTECTION PROCEDURES**

• Delete Paragraph 3.3.G and replace with the following:

"G. The locations of the Contractor's storage, staging, concrete washout, and other construction buildings, required temporarily in the performance of the work, shall be cleared portions of the job site or areas to be cleared as shown on the Drawings and shall require written approval of the Engineer and shall not be within wetlands or floodplains. No materials shall be stored within 100 feet of the wetland boundary. The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the construction of the work. Drawings showing storage facilities and staging shall be submitted for Engineer review and approval."

## **Specification 01500 – TEMPORARY FACILITIES AND CONTROLS**

• Delete Paragraph 1.13.A and replace with the following:

"A. During the course of the work, the Contractor shall keep the site of his operations in as clean and as neat a condition as is possible. He shall dispose of all residue resulting from the construction work and, at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, concrete, and any other refuse remaining from the construction operations, and shall leave the entire site of the work in a neat and orderly condition."

• Under Paragraph 1.13, add the following:

"D. The Contractor shall include proposed locations for concrete washout areas on the site-specific Laydown Area and Temporary Facilities Plan for approval by Owner, Engineer, and Town of Sharon Conservation Commission. Concrete washout areas shall be located outside wetland or floodplain areas and all debris and excess material shall be disposed of in an environmentally sound manner in accordance with Section 01110 - Environmental Protection Procedures."

#### **Specification Division 5 Index**

Delete "Metal Grating Stairs" and replace with the following:
 "Metal Grating Stairs (Miscellaneous and Ornamental Iron Filed Sub-Bid Required)"

# Specification 05001 - MISCELLANEOUS AND ORNAMENTAL IRON (FILED SUB-BID REQUIRED)

• Delete Paragraph 1.1.E.1 and replace with the following: "1. All work of 05001 – Miscellaneous and Ornamental Iron, Section 05500 – Metal Fabrications, and Section 05519 – Metal Grating Stairs."

## Specification Section 07620 – SHEET METAL FLASHING AND TRIM

- Under Paragraph 1.2-A, add the following: "4. Stainless steel flat seam cladding over foundation insulation."
- Under Paragraph 1.2-B, add the following: "4. Section 07210 "Thermal Insulation" for perimeter foundation insulation."

## **Specification 11202 – PFAS REMOVAL SYSTEM**

- Under Paragraph 1.3.A.7.i, add the following: "(f) Following the completion of the pilot study, the PFAS Filter Vendor shall legally dispose of the used pilot media and consumables, and shall furnish all pilot equipment to the Owner."
- Delete Paragraph 1.5.E and replace with the following: "E. All materials in contact with drinking water shall be lead-free in accordance with NSF 61, and shall be PFAS-free."
- Add Paragraph 3.11:
  - "3.11 Pilot Study
    - A. Perform the pilot study in accordance with the approved Pilot Study Proposal, as required by Paragraph 1.3.A.7."

## **Specification 13120 – METAL BUILDING SYSTEMS**

- Under Paragraph 1.3-B, add the following:
  - "1. Provide written confirmation that the system manufacturer(s) has reviewed and approved the shop drawings and verified their performance ratings and warranties apply for the intended installations.
  - 2. Submit shop drawing details specifically illustrating continuity of air barriers.
  - 3. Submit shop drawings illustrating manufacturer's recommended treatment of metal trim lap joints.
  - 4. Coordinate with the Electrical Contractor for installation of rooftop photovoltaic equipment."
- Under Paragraph 1.5, add the following:
  - "F. At intervals during construction, the erector shall conduct building envelope chamber performance testing as follows:
    - 1. Air-Infiltration Testing: Test in accordance with ASTM E 783 with a differential pressure of 6.24 psf. Systems shall not allow more than the product's lab-rated design air infiltration rate at the specified pressure(s). No 50% increase for allowable air infiltration from the lab rating will be allowed. [Alternatively, with approval from the Engineer, test in accordance with ASTM E 1186 using the smoke tracer with

- (de)pressurized chamber practice. Any uncontrolled smoke leakage through the wall assembly shall constitute a failure.]
- 2. Water-Penetration Testing: Test in accordance with ASTM E1105, Procedure A. Perform the test using the same procedure(s) (uniform static and/or cyclic pressure differential) and differential pressure used to establish the laboratory performance rating for the assembly, without a one-third reduction in test pressure. No evidence of water infiltration inboard of the weathering line or vapor barrier plane shall be evident when tested.
- 3. Conduct above tests with air pressure chambers installed such that air and water leakage through the perimeter conditions can be evaluated. Conduct tests at three locations during the course of construction. Provide written report(s) documenting the procedures and results of the testing.
- *G.* At intervals during construction, the erector shall conduct water spray testing as follows:
  - 1. Perform water penetration testing with AAMA nozzle testing in general accordance with AAMA 501.2 Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems.
  - 2. No evidence of water infiltration inboard of the weathering line or vapor barrier plane shall be evident when tested. Repair or remove and replace work that is considered defective, does not meet requirements, or is damaged during testing to conform to specified requirements; conduct addition testing as specified above.
  - 3. Conduct tests during the course of construction, prior to installation of interior finishes. Conduct tests at two wall locations and two roof locations as selected by the Engineer. Test areas shall be a minimum of 100 square feet, with 25% of the test area covering transitions between different wall systems.
- H. The Owner will conduct whole-building air-leakage testing for compliance with 2021 IECC Section C402.5.2 requirements to verify the continuity of the building air barrier. Testing will be in accordance with ASTM E 779 Standard Test Method for Determining Air Leakage Rate by Fan Pressurization. The measured air leakage shall not be greater than 0.35 cfm per square foot of the building envelope area at a pressure differential of 75 Pa. The General Contractor and metal building contractor shall provide access (via lifts, for example) and otherwise assist in the Owner's testing and shall perform corrective work identified by the testing."
- Delete Paragraph 2.4-A in its entirety and replace with the following:
  - "A. Seam-Mounted, Rail-Type Snow Guards: Provide snow guards compatible with the standing seam insulated metal roof panel system.

- 1.Basis-of-Design (subject to compatibility with roof panels): Alpine SnowGuards (a division of Vermont Slate & Copper Services), Model ASG4025; or a comparable product by one of the following:
- 2. Rocky Mountain Snow Guards, Inc.
- 3. Sno Gem, Inc.
- 4. Or approved equal."

### **Specification 14300 – HOISTING EQUIPMENT**

• Delete Paragraph 2.4.E in its entirety and replace with the following:

"E. Span: 10-ft

- F. Adjustable Height: 6.5-ft to 10-ft
- G. Manufacturers
  - 1. RAZE Model RZAG-1
  - 2. Engineer-Approved Equal"

#### **Sheet C-3**

• Delete Note 3.

#### Sheet A-18

• Add Detail 21 – WALL PANEL HORIZ. JOINT DETAIL & GENERAL METAL BUILDING NOTES per Attachment 3, Sheet SKA-6.

### Sheet M-26

• On Section 26, delete the callout "3" S.S. AIR SUPPLY CL EL. 229.01" and replace with the following:

"2" S.S. AIR SUPPLY CL EL. 229.01"

• On Section 26, delete the callout "3" S.S. AIR TO FILTERS CL EL. 227.03" and replace with the following:

"2" S.S. AIR TO FILTERS CL EL. 227.03"

### **QUESTIONS AND ANSWERS**

Question 1: Note Number 3 on Drawing C-3 Says "Concrete washout will not be permitted on site No EXCEPTIONS" With the large quantity of concrete being delivered to the site where will the washout be allowed? The trucks will be leaving the site with we concrete being dropped on the roadways.

Answer 1: Refer to Addendum No. 2.

Question 2: Section 01063 Item 1.11 specifies drone site photography which is extremely expensive, especially if required monthly. Can professional photo and video from the ground be acceptable in lieu of monthly intervals? Most photographers offer pre and post construction photo and video as well as monthly photo/video consisting of over 20 views.

Answer 2: Refer to Section 01063 Paragraph 1.11.

Question 3: Section 01063 Item 1.12 specifies electronic file sharing for this project. Please confirm that ProjectSight by Trimble will be an acceptable alternative to Procore?

Answer 3: Refer to Addendum No. 2. Refer to Specification Section 00100 – Instruction to Bidders, Paragraph 18 – Equal Products Acceptable.

Question 4: Please confirm section 05519 – Metal Grating Stairs is owned by the Misc. Metals FSB? It is not listed as such on the table of contents or under section 05001 Item E.

Answer 4: Refer to Addendum No. 2.

Question 5: Can you please provide clarification on the project insurance requirements? Umbrella is required on the General Conditions, but no limit provided. Pollution liability is required on the General Conditions, but no limit provided. Please provide the required limited for both.

Answer 5: Refer to Addendum No. 2.

Question 6: In Section 11202 – PFAS Removal System, it lists a requirement for a proposal for a pilot study. Is the pilot study mandatory to be able to bid on the project? Is it only for resins other than Purolite?

Answer 6: Refer to Addendum No. 2.

Question 7: Plan sheet A-1, A-2, and A-3 show portable FE's there is no specification regarding these Fire Extinguishers.

Answer 7: Refer to the Symbol Legend on Sheet A-4.

Question 8: With the unprecedented number of projects that are currently out to bid along with the challenges getting subcontractor and vendor pricing we ask for a two week bid extension to the General Bid.

Answer 8: Refer to Addendum No. 2.

Question 9: 01063 part 1.11, Drone Photography, calls for at least 4 aerial drone views each time of both the pre-construction conditions and also monthly throughout the contract duration. Other mentions of pre-construction documentation and any on going progress photos are vague. Since pre-tree clearing preconstruction aerial views will be mostly trees would you prefer to have the first aerial photos be after the tree clearing is done? Do you want 4 aerial views at each site or just 4 views at the water treatment building site off Tree Lane?

Answer 9: Refer to Addendum No. 2.

Question 10: Also, do you want to specify what is required of any additional ground level photo documentation of the existing site conditions and each of the monthly progress shoots, something perhaps like a total of 50 labeled views covering all sites each time?

Answer 10: Refer to Specification Section 01050 – Field Engineering, Paragraph 1.3.A.1 for preand post-construction record of condition survey requirements. No additional ground level photograph documentation is required.

Question 11: Regarding Section 14300 Part 2.4 Portable Gantry 1 ton capacity comes in different spans (widths) and heights, Please confirm span width and height needed.

Answer 11: Refer to Addendum No. 2.

Question 12: After reviewing the bid package files of the HVAC sub-bidders it has come to our attention that 2 of the sub-bidders did not fully/properly compete their bid forms.

CAM HVAC & Construction Inc., did not fill out any numerical values in Section A of the form for sub bid breaking down the values or list the all inclusive contract sum. Page 2 of Instructions to bidders under preparation of bid has an Underlined sentence that says "All blank spaces for bid prices must be filled in both words and figures"

Not only did they not follow the instructions and complete the information on the bid form in words and figures, they did not complete it at all. Not having this section filled out also creates a problem in complying with the requirements for breaking down amounts for funding from the Massachusetts Clean Water Trust (DWSRF) in a forthcoming manner. For this reasons their bid should be deemed incomplete and thrown out.

Apex Corp did not include information requested in Adden #1 dated 5-2-2024. In adden #1 on page 9 Spec Section 15002 #2 it calls out for each sub-bidder to list in Paragraph E the following classes of work - "Ductwork". Sub-sub sections cannot be added after the bid date as this would give an unfair advantage to the bidder to shop around after sub-sub prices have been released for public knowledge. They did not complete Section E and therefore their bid must be deemed incomplete and thrown out.

Answer 12: Refer to Addendum No. 2.

Question 13: CAM HVAC submitted the attached bid form, which does not contain any pricing for the Construction of the Wells 2, 3 and 4 WTP, Well Station #2, Well Station #3, or an all-inclusive price. The bid results show an all-inclusive price for CAM HVAC of \$649,600 (filled in on ProjectDog), however, it is impossible to delineate the work required at each of the site locations (if applicable) due to Addendum #2

a blank bid form. The HVAC drawings clearly show work at both the new WTP and the Well #3 location. CAM HVAC by not providing pricing on their bid form and failing to properly list pricing for applicable site locations makes their bid defective and incomplete and it must be rejected.

APEX CORP. submitted the attached bid form, which incorrectly totals the work for their "all-inclusive" price at the Wells 2, 3 and 4 WTP, Well Station #2, Well Station #3. APEX lists their all-inclusive price for \$700,350, which is not correct. Per their bid form, APEX lists the work at Wells 2, 3 and 4 WTP for \$700,350, Well Station 2 for \$675,350 and Well Station 3 for \$25,000, which totals \$1,400,700. As a result, the bid for APEX needs to be adjusted to reflect the correct all-inclusive price of \$1,400,700.

Answer 13: Refer to Addendum No. 2.

Question 14: I have a question on the Stainless Steel Air Scour line. On page M-26, the pipe is labeled as 3". On page M-24, the pipe is labeled as 2". On page M-12, all that Air Scour piping looks like it is supposed to be 2". I could not find any other drawings that have the size on them.

Would you please confirm what size piping that should be? Please let me know as soon as possible.

Answer 14: Refer to Addendum No. 2.

## **SUPPLEMENTAL INFORMATION**

Attachment 1 – Specification Section 00301 – Bid Form

Attachment 2 – Specification Section 00020 – Invitation to Bid

Attachment 3 – Architectural Sheet SKA-6

#### END OF ADDENDUM NO. 2

# SHARON DEPARTMENT OF PUBLIC WORKS TOWN OF SHARON, MASSACHUSETTS

# WELLS 2, 3, AND 4 WATER TREATMENT PLANT CONTRACT NO. 2025-101 (DWSRF #12443)

## **ADDENDUM NO. 2**

## **ATTACHMENT 1**

**SPECIFICATION SECTION 00301 – BID FORM** 

#### SECTION 00301

#### **BID FORM**

To: Town of Sharon, Department of Public Works, Sharon, Massachusetts

Regarding: Wells 2, 3, and 4 Water Treatment Plant, Town of Sharon, Massachusetts, Contract No. 2025-101 (DWSRF Project #12443)

The Owner reserves the right to reject any bid in the event that any bid item or items are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interest of the Owner.

The Owner reserves the right to reject any or all bids if it deems it to be in its best interest to do so. The Owner reserves the right to award the Contract based on sufficiency of appropriated funds to complete the work.

The undersigned states that no officer, agent, or employee of the Owner directly or indirectly has a financial interest in this Bid.

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 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 annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- the Bidder 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/her 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 within the 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/her in his/her 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 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;

- the Bidder understands that the quantities of work tabulated in this BID or indicated 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 BID is accepted will contract with the Owner, as provided in the copy of the Contract Documents deposited in the office of the Engineer, this BID form being part of said Contract Documents, and that the Bidder will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of 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 schedule below:

Bidders must bid on each item of the Bid. Unbalanced bids may be rejected. All entries in the entire BID must be made clearly; 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 products 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.

In the event the lowest bids from responsive and responsible bidders are tied, the following methods of breaking the tie shall be employed unless otherwise provided for in these bid documents: The bidder's names shall be entered on a slip of paper and placed in a hat. The award shall then be made to the bidder whose slip is drawn from the hat. The drawing of the slip from the hat shall be performed in the presence of the tied bidders unless they waive their right to be present in writing.

Refer to Section 01024 - Measurement and Payment for Item Descriptions.

Addenda:	This BID includes Addenda numbered	to	(To be f	filled in by	Bidder if
Addenda	are issued.)				
(Bidder)					
(by)					
(Title)					

## **BASE BID**

# PART 1: GENERAL BID

The work of the General Bidder, being all work covered by Items 1 through 8, inclusive.

Item No.	Item Description and Unit Price in Words	Units	Estimated Quantity	Unit Price (In Figures)	Extended Amount (In Figures)
1	Mobilization and Demobilization	Lump Sum	1	(III Tigures)	(III Tigutes)
2	Dollars and Cents Wells 2, 3, and 4 Water Treatment Plant and Appurtenant Work  Dollars and Cents	Lump Sum	1		
3	Well Station 2 and Appurtenant Work (SRF Ineligible Item)  Dollars and Cents	Lump Sum	1		
4	Well Station 3 and Appurtenant Work (SRF Ineligible Item)  Dollars and Cents	Lump Sum	1		
5	Rock Excavation  Dollars and Cents	Cubic Yard	20		
6	Exploratory Excavation  Dollars and Cents	Cubic Yard	20		
7	Owner's Electric Utility Contingency Allowance  Fifty Thousand Dollars and Zero Cents  Dollars and Cents	Allowance	1	\$50,000	\$50,000

Item	Item Description and	Units	Estimated	Unit Price	Extended Amount
No.	Unit Price in Words		Quantity	(In Figures)	(In Figures)
8	Owner's Natural Gas Utility Contingency Allowance  Seventy Five Thousand Dollars and Zero Cents  Dollars and Cents		1	\$75,000	\$75,000

Total (Part 1)	\$	
,	(Fi	gures)

# PART 2: SUB-BIDS

Sub-Bids as Follows:

Item No.	Sub-Trade & Name of Sub-Bidder	Sub-Item No.	Sub-Bid Amount (In Figures)	Bond Required? (Yes/No)
9	Masonry  Name of Sub-Bidder	9A Wells 2, 3, and 4 Water Treatment Plant		
	Traine of Suo Bidder	Total Item 9		
10	Miscellaneous and Ornamental Iron	10A Wells 2, 3, and 4 Water Treatment Plant	\$250,000.00	
	Name of Sub-Bidder	Total Item 10 (Allowance)		
11	Waterproofing Damp Proofing and Caulking	11A Wells 2, 3, and 4 Water Treatment Plant		
	Name of Sub-Bidder	Total Item 11		
12	Metal Windows	12A Wells 2, 3, and 4 Water Treatment Plant		
	Name of Sub-Bidder	Total Item 12		
13	Painting	13A Wells 2, 3, and 4 Water Treatment Plant		

Item No.	Sub-Trade & Name of Sub-Bidder	Sub-Item No.	Sub-Bid Amount (In Figures)	Bond Required? (Yes/No)
	Name of Sub-Bidder	13B Well Station 2 (SRF Ineligible Item) 13C Well Station 3 (SRF Ineligible Item) Total Item 13		
14	Plumbing	14A Wells 2, 3, and 4 Water Treatment Plant		
	Name of Sub-Bidder	Total Item 14		
15	HVAC  Name of Sub-Bidder	15A Wells 2, 3, and 4 Water Treatment Plant 15B Well Station 3 (SRF Ineligible Item) Total Item 15	\$750,000.00	
		(Allowance)		
16	Fire Protection	16A Wells 2, 3, and 4 Water Treatment Plant		
	Name of Sub-Bidder	Total Item 16		
17	Electrical  Name of Sub-Bidder	17A Wells 2, 3, and 4 Water Treatment Plant 17B Well Station 2 (SRF Ineligible Item) 17C Well Station 3 (SRF Ineligible Item)		
		Total Item 17		

Total Sub-bids (Part 2)	\$		
Total Suo olds (Tart 2)	Ψ	(Figures)	

#### TOTAL FOR BASE BID

Total Amount of Base Bid (Items 1 through 17, inclusive).
\$
(Amount in figures)
(Amount in words)

<u>Basis of Award</u>: The basis of award shall be at the Owner's sole discretion, contingent on the Base Bid Price. The grand total of the Base Bid, items 1 through 17 inclusive, shall be used to determine the lowest responsive bidder. Contract to be awarded to the lowest responsible and eligible bidder in full compliance with Sections 44A to 44J inclusive of Chapter 149 of the General Laws of the Commonwealth of Massachusetts as last revised. Add Alternate shall be awarded at the Owner's sole discretion.

<u>Requirements:</u> Specific items of this Contract may be eliminated or reduced in quantity to keep within limits of available funding, at the OWNER'S option. All of the above items shall include all labor, materials, equipment, hauling, disposal, transportation, overhead, profit and insurance to cover the work as required in the Contract Documents.

The undersigned agrees that extra work, if any, will be performed in accordance with Article 11 of the General Conditions of the Contract and will be paid for in accordance with Article 13 of the General Conditions of the Contract.

An unbalanced or unreasonable lump sum and/or unit price submitted herein may be considered as non-responsive to the Instructions to Bidders.

The bid security accompanying this BID shall be in the amount of five percent (5%) of the BID.

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he will not withdraw this BID within forty-five (45) consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept 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 after notification that the AGREEMENT and other Contract Documents are ready for signature.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within **870 calendar days**, as stipulated in the AGREEMENT. Liquidated damages shall be \$4,300 for each calendar day of delay and a lump sum of \$225,000 for delays after November 2, 2026 as stipulated in the AGREEMENT.

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/her agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check which shall become the Owner's property. If a performance bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

The undersigned as Bidder, hereby certifies that he is aware of the applicable requirements of the Williams-Steiger Occupational Safety and Health Act of 1970. (O.S.H.A.), and all latest revisions thereto, and that this Proposal is prepared on the basis of compliance with those requirements.

The undersigned as Bidder, hereby certifies that he will maintain records in reasonable detail, which accurately and fairly reflect the financial transactions and disposition of the Bidder, in accordance with M.G.L. Chapter 30, Section 30R.

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 MGL Ch. 149, Section 44D and Section 44E. The bidding and award of the contract will be in full compliance with Section 44D and Section 44E inclusive of Chapter 149 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 FORM OF NON-COLLUSION AFFIDAVIT must be signed and submitted as part of the Bid Proposal.

This Proposal must bear the written signature of the Bidder or that of his/her duly authorized agent. If the Bidder is a corporation or a partnership, the bid must be signed by a duly authorized officer of such corporation or by a Partner and the title of such officer must be stated. Satisfactory completion of the following data is an essential part of submission of this Proposal and is required. Bid must be stamped with corporate seal.

The time period for holding bids, where Federal approval is not required is 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids and where Federal approval is required, the time period for holding bids is 30 days, Saturdays, Sundays and holidays excluded after Federal approval.

Pursuant to G.L. c.62C, §49A, the undersigned bidder certifies that he/she/it, to the best of their knowledge and belief, have filed all state tax returns and paid all State Taxes required under law and has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned bidder hereby certifies he/she 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 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; 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 <a href="https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm">https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm</a> are not eligible for award of any contracts funded by the Massachusetts State Revolving Fund. <a href="https://www.mass.gov/debarred-suspended-or-decertified-contractors">https://www.mass.gov/debarred-suspended-or-decertified-contractors</a>

(SEAL)	
(Name of Bidder)	By(Signature and title of authorized representative)
	Date
Telephone)	(Business address)
(Fax Number)	(City and State)

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

- Bid Security (5%), and Bid Bond Affidavit if check
- List of Proposed Subcontractors

(CEAT)

- Completed and signed Bid Proposal and Project Reference List (Section 00301)
- MGL Chapter 149, Section 44D (1)(b) and Section 44E (2) (3) Bid Certification Statement (Appendix I, also attached to Section 00301)
- Diesel Retrofit Program Form (Appendix I, also attached to Section 00301)
- Completed Form of Non-Collusive Affidavit (Section 00480);
- Completed Certificate of Corporate Vote (Corporation Only) (Section 00481)
- Completed Certificate as to Payment of State Taxes (Section 00482)
- Completed Certificate of 10 Hour OSHA Training (Section 00483)
- Completed State "Debarment Disclosure Form for Public Contracts" (Section 00484)
- Required DCAMM Certificate of Eligibility and Update Statement (Appendix N)
- Disadvantaged Business Enterprises Program Forms (Appendix I) Required by the two lowest bidders within 3 days of the bid opening

The Bidder is required to list six or more of your firm's recent projects of a similar scale to be deemed an acceptable bid. References will enable the Owner to judge his/her experience, skill, and business standing.

Project Name:	
B	
	Completion Date
Owner:	Completion Bate
Owner:Contact Name:	Telephone:
Architect/Engineer:	
Contact Name:	Telephone:
Contact Ivame.	
Project Name:	
Project Location:	
Contract Amount: \$	Completion Date
Owner:	<u> </u>
Contact Name:	Telephone:
Architect/Engineer:	
Contact Name:	Telephone:
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:	I elephone:
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.

## FORM FOR SUB-BID

To All General Bidders Except Those Excluded:

A.	The undersigned proposes to furnish all labor and materials required to complete, in accordance with the Drawings, specifications and addenda, all the work for the following category of work:
(a	filed sub-bid) specified in Section No(s)
the	the specifications and in any plan referred to, prepared by Environmental Partners Group, LLC for Wells 2, 3, and 4 Water Treatment Plant, Town of Sharon, Massachusetts, Contract No. 25-101 (DWSRF Project #12443).
	dification of Well Station 3 is applicable to Heating, Ventilation, and Air Conditioning (HVAC) d sub-bids. For HVAC, the all inclusive contract sum shall be the total of bid items 15A and 15B.
For	the construction of the Wells 2, 3, and 4 Water Treatment Plant, for the contract sum of:
	dollars (\$).
For	the modification of Well Station 2, if applicable, for the contract sum of:
	dollars (\$).
For	the modification of Well Station 3, if applicable, for the contract sum of:
	dollars (\$).
All	inclusive contract sum of:
	dollars (\$).
В.	This sub-bid includes addenda numbered of
C.	This sub-bid
	may be used by any general bidder except:

	may only be used by						
	[To exclude general bidde answer C if no general bid		d fill in blank following that box. Do no				
D.	The undersigned agrees that, if he is selected as a sub-bidder, he will, within 5 days, Saturda Sundays and legal holidays excluded, after presentation of a subcontract by the general bidd selected as the general contractor, execute with such general bidder a subcontract in accordar with the terms of this sub-bid, and contingent upon the execution of the general contract, and requested so to do in the general bid by the general bidder, who shall pay the premiums theref or if prequalification is required pursuant to section 44D 3/4, furnish a performance and payme bond of a surety company qualified to do business under the laws of the Commonwealth a satisfactory to the awarding authority, in the full sum of the subcontract price.						
E.	The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned is customarily furnished by persons on his/her own payroll and in the absence of a contrary provision in the specifications the name of each such class of work or part thereof and the bid price for each such class of work or part thereof are:						
	Name	Class of Work	Bid Price				
		<del></del>					
		<del></del>					

[Do not give bid price for any class or part thereof furnished by the undersigned.]

The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the hereinbefore described plans, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the Owner (awarding authority).

245-2103

G. The undersigned further agrees to be bound to the general contractor by the hereinbefore described plans, specifications, including all general conditions stated addenda, and to assume toward him all the obligations and responsibilities that documents, assumes toward the Owner (awarding authority).					onditions stated therein, and	
Н.	The undersigned offers the following information as evidence of his/her qualifications to perform the work as bid upon according to all the requirements of the plans and specifications:					
	1.	Have been in bus	siness under present b	usiness name	_ years.	
	2.	Ever failed to complete any work awarded?				
	3.	List three or more recent buildings/projects with names of general contractor and architect/engineer on which you served as subcontractor for work of similar character as required for the above-named building/project.				
Bui	lding/P	roject	General Architect	Contractor	Amount of Contract	
(a)						
(b)						
(c)						
	4.	Bank reference				
		Contact Name:				

245-2103

Telephone:

I. 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 of subcontracts subject to section forty-four

The undersigned further certifies under penalties of perjury that this sub-bid is in all respects bona fide and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

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.

Date	(Name of Sub-Bidder)
	By
	(Business Address)
	(City and State)

Filed sub-bidders shall submit the following completed forms with their bid:

- Bid Security (5%), and Bid Bond Affidavit if check
- Completed and signed Bid Proposal and Project Reference List (Section 00301)
- Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids
- Completed Form of Non-Collusive Affidavit (Section 00480);
- Completed Certificate of Corporate Vote (Corporation Only) (Section 00481)
- Completed Certificate as to Payment of State Taxes (Section 00482)
- Completed Certificate of 10 Hour OSHA Training (Section 00483)
- Required DCAMM Certificate of Eligibility and Update Statement (Appendix N)

**END OF SECTION 00301** 

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# SHARON DEPARTMENT OF PUBLIC WORKS TOWN OF SHARON, MASSACHUSETTS

# WELLS 2, 3, AND 4 WATER TREATMENT PLANT CONTRACT NO. 2025-101 (DWSRF #12443)

### **ADDENDUM NO. 2**

## **ATTACHMENT 2**

SPECIFICATION SECTION 00020 - INVITATION TO BID

#### SECTION 00020

#### **INVITATION TO BID**

- 1. The Town of Sharon, Massachusetts, the Awarding Authority, invites bids for the Wells 2, 3, and 4 Water Treatment Plant, Town of Sharon, Massachusetts, Contract No. 2025-101 (DWSRF Project #12443) in accordance with the documents prepared by Environmental Partners Group.
- 2. Electronic Bids from pre-qualified Subcontractors for the filed sub-bid categories designated herein were received on 2:00 PM prevailing time on May 7, 2024 for the following filed sub-bids:
  - Masonry
  - Waterproofing, Damp Proofing and Caulking
  - Metal Windows
  - Painting
  - Plumbing
  - Fire Protection
  - Electrical Work
- 3. Filed sub-bids for *Miscellaneous and Ornamental Iron* and *Heating, Ventilation, and Air Conditioning* were previously received on May 7, 2024 at 2:00 p.m. Due to incomplete compliance with the bidding requirements and specification ambiguity, the filed sub-bids received have been rejected and these filed sub-bid categories are being rebid by the Town. Allowances have been prepared for General Contractor's use in preparing their Bid Form.
- 4. Electronic Bids from pre-qualified Subcontractors for the filed sub-bid categories designated herein will be received until <u>2:00 PM prevailing time on May 24, 2024</u> for the following filed sub-bids:
  - Miscellaneous and Ornamental Iron
  - Heating, Ventilation and Air Conditioning

All filed sub-bids shall be submitted online at <a href="www.Projectdog.com">www.Projectdog.com</a> and entitled "<a href="Filed Sub-bid for Wells 2">[Filed Sub-bid for Wells 2</a>, 3, and 4 Water Treatment Plant, Town of Sharon, Massachusetts, Contract No. 2025-101 (DWSRF Project #12443)" All electronic bids are compiled in real time upon bid close and published forthwith on ProjectDog. Official sub-bid tabulations shall be posted on ProjectDog.

5. Electronic Bids from pre-qualified General Bidders will be received until 2:00 p.m. prevailing time on May 24, 2024. All bids shall be submitted online at www.Projectdog.com and entitled "Wells 2, 3, and 4 Water Treatment Plant, Town of Sharon, Massachusetts, Contract No. 2025-101 (DWSRF Project #12443)" All electronic bids are compiled in real time upon bid close and published forthwith on ProjectDog. Official bid tabulations shall be posted on ProjectDog.

- 6. Pre-qualified General Bidder shall be certified by the Division of Capital Asset Management and Maintenance (DCAMM) in *Sewage and Water Treatment Plants*. Pre-qualified Filed Subbidders shall be certified by the Division of Capital Asset Management and Maintenance (DCAMM) in the category applicable to the filed sub-bid. Each Bid Proposal and Filed Sub-bid Proposal must include a Certificate of Eligibility in their respective category of eligibility.
- 7. A non-mandatory pre-bid meeting was be held at the project site, 15 Tree Lane, Sharon, MA 02067 on April 29, 2024 at 2:00 p.m.
- 8. The Work under this Contract includes, but is not necessarily limited to, the construction of the Wells 2, 3, and 4 Water Treatment Plant and modifications to existing Well Stations. The Wells 2, 3, and 4 WTP will include: a pre-fabricated metal building system; chemical storage tanks and chemical feed systems; an iron and manganese filtration system; a PFAS treatment system; air scour blower; backwash waste tank; finished water wet well; recycle, backwash waste, sludge, and finished water pumps; and associated structural, architectural, process piping, instrumentation and controls, plumbing, fire protection, HVAC, and electrical work to provide a fully functional water treatment plant as specified in the Contract Documents. Modifications to Well Stations 2, 3, and 4 include selective demolition of chemical feed systems; instrumentation and controls; and replacement of process mechanical equipment, pumps, piping, and appurtenances. Additional well station work includes miscellaneous demolition, miscellaneous HVAC work, miscellaneous plumbing work, miscellaneous electrical work, yard piping, and appurtenances, as shown in the Contract Drawings. All proposed work at the well stations shall be sequenced as described in the Contract Drawings.
- 9. All sub-bids and general bids shall be submitted electronically online at www.Projectdog.com no later than the date and time specified above. <u>Hard copy bids will not be accepted by the Awarding Authority.</u>
- 10. This project is being Electronically Bid (E-Bid). All bids shall be submitted online at www.Projectdog.com. Hard copy bids will not be accepted by the Awarding Authority. Tutorials, instructions, and videos on how to complete the electronic bid documents are available online as well as in Section 00100 Instructions to Bidders and Supplemental Instructions to Bidders for Electronic Bid Projects. For assistance, contact Projectdog, Inc. at (978) 499-9014.
- 11. Sub-bid forms for *Miscellaneous and Ornamental Iron* and *HVAC*, and contract documents are available online at www.Projectdog.com. Enter Project **Code 862232** in the project locator box and select "Acquire Documents" to download documents or to purchase hard copies. New users to Projectdog.com must first select Sign Up to create an online account. Contract documents may also be viewed, but not removed, from the offices of Projectdog, Inc., 18 Graf Road Unit 8, Newburyport, MA 01950, Monday Friday, 8:30 a.m. to 5:00 p.m beginning **May 10, 2024**.
- 12. General bid forms and contract documents are available online at www.Projectdog.com. Enter Project Code 861012 in the project locator box and select "Acquire Documents" to download documents or to purchase hard copies. New users to Projectdog.com must first select Sign Up to create an online account. Contract documents may also be viewed, but not removed, from the offices of Projectdog, Inc., 18 Graf Road Unit 8, Newburyport, MA 01950, Monday Friday, 8:30 a.m. to 5:00 p.m beginning April 12, 2024.

- 13. Any and all addenda shall be posted online at Projectdog.com. Each individual or firm recorded as having received the contract documents will be notified by email if and when addenda are issued. Hard copies of addenda will not be mailed or faxed to plan holders. It is the sole responsibility of the Bidder to review any and all addenda prior to the bid opening either online or at the offices of Projectdog, Inc.
- 14. All documents shall be submitted in PDF format only. All bidders must complete and digitally sign (Adobe) or print, complete, sign and scan bid form Signature page(s) and upload as a PDF file.
- 15. Construction must be complete **870 calendar days** from and including issuance of a notice to proceed, and/or receipt of fully executed contract. All proposed work shall be sequenced as described in the Contract Drawings.
- 16. Contract payment will be by the unit price method and the lump sum price method as indicated on the Bid Form. No Bidder may withdraw his/her Bid for a period of forty-five (45) calendar days after the actual date of the opening of the Bids.
- 17. Bidders shall certify that they do not, and will not, maintain or provide for their employees any facility that is segregated on a basis of race, color, creed, sex, national origin, or sexual preference.
- 18. The bidding and award of the Contract shall be in full compliance with Sections 44A to 44J inclusive of Chapter 149 of the General Laws of the Commonwealth of Massachusetts as last revised.
- 19. This project shall also comply with Sections 39F, 39K, 39N, and 39O of Chapter 30 of the General Laws of the Commonwealth of Massachusetts as last revised and included in Appendix B.
- 20. This project shall also comply with Sections 39I, 39J, 39L, 39M, 39P, and 39R of Chapter 30 and Sections 34 of Chapter 149 and Section 40 of Chapter 82 of the General Laws of the Commonwealth of Massachusetts as last revised.
- 21. Each bid shall also be accompanied by a bid security in the form of a certified, treasurer's or cashier's check issued by a responsible bank or trust company, payable to the commonwealth or public agency or bid bond in the amount of 5 percent (5%) of the value of the Bid. Bid Bonds issued by a surety company must be uploaded with the other required forms. Bidders providing bid bonds in the form of cash or check must complete and upload the Bid Bond Affidavit Form.
- 22. Minimum Wage Rates as determined by the Executive Office of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Federal Minimum Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act also apply to this project.

- 23. 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 4.20 percent D/MBE participation and 4.50 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 non-responsive. No waiver of any provision of this section will be granted unless approved by the Department of Environmental Protection (MassDEP).
- 24. The successful Bidder must furnish 100 percent (100%) Construction Performance Bond and 100 percent (100%) Construction Payment Bond.
- 25. Complete instructions for filing Bids are included in the Instructions to Bidders, Section 00100.
- 26. The Owner reserves the right to waive any informality in or to reject any or all Bids if deemed to be the best interest of the Town of Sharon.
- 27. The Owner reserves the right to omit part or whole of any proposed work to be performed, as described in the Contract Documents, as may be required to maintain the total cost of work within available funds.
- 28. This project requires compliance with the Department of Environmental Protection's Diesel Retrofit Program.
- 29. This project is funded in part by the Massachusetts Clean Water Trust (the "Trust"). The Contractor shall comply with all funding requirements.

SHARON, MASSACHUSETTS

END OF SECTION 00020

# SHARON DEPARTMENT OF PUBLIC WORKS TOWN OF SHARON, MASSACHUSETTS

# WELLS 2, 3, AND 4 WATER TREATMENT PLANT CONTRACT NO. 2025-101 (DWSRF #12443)

## **ADDENDUM NO. 2**

## **ATTACHMENT 3**

**ARCHITECTURAL SHEET SKA-6** 

F:/PROJECTS\SHARON WATER TREATMENT PROJECT\DRAWINGS\A-PLAN\_ELEV\_SECT.DWG

REFERENCE SHEET A-18

ENVIRONMENTAL	MAY 2024	WELLS 2, 3, AND 4 WATER TREATMENT PLANT
<b>PARTNERS</b>	245-2103	ADDENDUM NO.2
— An Apex Company —	SKA-6	DETAIL 21/A-18