City of Quincy, Massachusetts
Purchasing Department
1305 Hancock Street
Quincy, MA 02169

Phone: 376-1060
Fax: 376-1074

ADDENDUM NUMBER 1

RE: BIDS-DUE : May 8, 2015 @ 11:00 a.m.

BID TITLE: SACHEM BROOK OUTFALL REPAIR PROJECT

PLEASE NOTE :

Addendum Number 1 includes the following documents:

- Meeting Summary for pre-bid walk thru on 4/16/15;
- Section 00410-LS Bid Form, revised 04/27/15.

In addition to the above attached documents and changes, the following questions, italicized in bold, were asked by a potential bidder. Below are answers to the questions:

Q: Clarification is requested regarding due date for questions.

A: The date has been extended in the project specifications to agree with the advertisement for bid. Questions are due Friday, May 1st.

Thank you.

PLEASE SIGN THIS SHEET AND ATTACH IT TO YOUR BID, AS IT IS NOW A PART OF THE BID. "ADDENDUM MUST BE SIGNED OR BID WILL NOT BE ACCEPTED."

Kathryn R. Hobin
Purchasing Agent

Date:_____ **Bidder's Signature:**_____

Proposed Sachem Brook Outfall Repair Project

TO: Kathryn Hobin, Purchasing Agent

CC: Kim Trillcott, Assistant Contract Supervisor

ATTENDEES: Andrea Robitaille, Tighe & Bond

David Murphy, Tighe & Bond

Travis Sumner, SumCo Eco-Contracting

Jason Mauro, New England Infrastructure, Inc.

Bill Haight, Newport Construction (arrived post-meeting – no questions asked)

FROM: Andrea Robitaille

DATE: April 29, 2015

On April 16, 2015 a non-mandatory pre-bid walk-thru meeting was held along the Quincy Shore Drive at the Sachem Brook outfall in Quincy, MA. The meeting commenced at 10:00 AM. The following is a summary of this meeting.

Andrea Robitaille and David Murphy of Tighe & Bond gave a brief overview of the Proposed Sachem Brook Outfall Repair Project. Ms. Robitaille stated that the DCR Access Permit is still Pending. The funds for this project are secured and allocated specifically for this project.

The bidders were then invited to ask questions.

The questions are summarized below:

Q: Is there a positive connection between the encasement and the reinforced concrete pipe?

A: There is no evidence there is a positive connection between the encasement and the pipe.

Q: What is the Engineer's estimate?

A: $360,000.

Q: What are the flow rates for stormwater out of the outfall?

A: There is no record of flow rates, but the City of Quincy has information regarding the watershed. Please contact the City for this information.

Q: Are there any restrictions on dredging/excavating if within the sheetpiles?

A: There are no restrictions on excavation performed within the sheetpiles as clarified by the Army Corp of Engineers.

Q: What local permits are required?

A: No local permits are required.

Q: Is perimeter fencing required?

A: It is anticipated that the contractor will provide adequate fencing. The contractor is responsible for site control and safety. Refer to General Note 24 of Contract Drawing Sheet 2

Q: Will the contractor be compensated for demolition and concrete if additional concrete demolition is required beyond the saw cut line in the judgment of the Engineer?

A: Yes. The contractor will be compensated for additional concrete demolished at the directive of the Engineer, similarly additional concrete. Refer to the revised specification section 00410-LS for unit priced items.

SECTION 00410

FORM FOR GENERAL BID

PROJECT IDENTIFICATION:

Sachem Brook Outfall Repair Project

TABLE OF ARTICLES

1. Bid Recipient
2. Bidder's Acknowledgements
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4. Bidder's Certifications
5. Basis of Bid
6. Time of Completion
7. Attachments to This Bid
8. Bid Submittal

ARTICLE 1 - BID RECIPIENT

1.1 This Bid is submitted to:

The City of Quincy, Massachusetts

1305 Hancock Street, Quincy, MA 02169

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.1 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid deposit. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the Addenda, receipt of all which is hereby acknowledged.

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 3.1E above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.1 Bidder certifies that Bidder 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 Bidder will comply fully with all laws and regulations applicable to awards made subject to MGL Chapter 30, Section 39M.

4.2 Bidder certifies that, under penalty of perjury, Bidder is not presently debarred from doing public construction work in the Commonwealth under the provisions of MGL Chapter 29, Section 29F 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.

4.3 Bidder hereby certifies under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law.

4.4 Bidder certifies that, under the penalties of perjury, 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.

ARTICLE 5 - BASIS OF BID

5.1 Bidder proposes to furnish all labor and materials required for construction of the Sachem Brook Outfall Repair Project, Quincy, MA in accordance with the accompanying Bidding Documents prepared by Tighe & Bond, Inc., for the Contract Price specified below, subject to additions and deductions according to the terms of the Bidding Documents.

Bids shall be inclusive of all necessary incidental work for the completion of the project including, but not limited to, sheeting, shoring, site protection, dewatering, etc.

5.2 This Bid includes Addenda numbered _____.

5.3 The Total Proposed Contract Price is _____

_____ dollars

(words)

($ _____)

(figures)

5.4 The subdivision of the proposed Contract Price is as follows:

Item 1 – Removal and Replacement of Outfall Concrete Encasement: The work of the General Contractor, being all Work.

_____ dollars

(Bid in words)

($ _____)

(figures)

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Estimated Quantity	Total Amount of Item (in figures)
1A	Additional concrete demolition to sound concrete at the directive of the Engineer (refer to contract drawing Sheet 5): _____ ($)	x 60 c.f. =	$_____
1B	Addition concrete due to additional demolition: _____ ($)	x 60 c.y. =	$_____

5.5 Bidder agrees that, if this Bid is accepted, Bidder will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by Owner, execute an Agreement in accordance with the terms of this Bid and furnish a performance bond and also a labor and materials or payment bond, each of the surety company qualified to do business under the laws of the Commonwealth and satisfactory to Owner and each in the sum of the Contract Price, the premiums for which are to be paid by the Bidder and are included in the Contract Price; provided, however, that if there is more than one surety company, the surety companies shall be jointly and severally liable.

ARTICLE 6 - TIME OF COMPLETION

6.1 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.1 The following documents are attached to and made a condition of this Bid:

A. Bid deposit in the amount of _____ dollars ($_____ _____), consisting of a bid bond in the amount of five percent of the total amount of Bid.

B. Certified copy of Resolution of Board of Directors (if Corporation)

C. Relevant Previous Experience

D. Statement of Bidder's Qualifications

E. Certificate of Acknowledgment of Contractor For Bid

F. Signature Authorization

G. Certificate of Non-Collusion

H. Tax Compliance Certificate

I. Certification of Bidder Regarding Equal Employment Opportunity

J. Right-To-Know Law

K. Non-Collusion Affidavit

L. Certification Non-Segregated Facilities

M. Affidavit Regarding Prior Labor Disputes

N. Certification Internal Accounting

O. Certification of Bidders/Sub-Bidders on Public Construction Projects

ARTICLE 8 - BID SUBMITTAL

8.1 The Bid is submitted by:

Date _____ _____

(Print Name of Firm Submitting a General Bid)

_____

(Signature of Authorized Representative)

_____

(Print Name of Person Signing Bid and Title)

Social Security Number or _____

Federal Identification Number: (Business Address)

_____ _____

(City, State and Zip Code)

Phone #: _____

Fax #: _____

If BIDDER is:

An Individual

By _____

(Individual's Signature)

_____

(Printed or Typed Name of Individual)

Doing Business as _____

License or Registration Number: _____

Business Address: _____

_____

_____

Phone #: _____

Fax #: _____

A Partnership

By _____

(Firm's Name)

By _____

(Partner's Signature)

_____

(Printed or Typed Name and Title of Partner)

License or Registration Number: _____

Business Address: _____

_____

_____

Phone #: _____

Fax #: _____

A Corporation

By_____

(Corporation's Name)

_____

(State of Incorporation)

By_____

(Signature of Officer Authorized to Sign)

_____

(Printed or Typed Name and Title of Officer Authorized to Sign)

(CORPORATE SEAL)

Attest _____

(Secretary)

License or Registration Number: _____

Business Address: _____

_____

_____

Phone #: _____

Fax #: _____

A Joint Venture

By _____

(Signature)

_____

(Printed or Typed Name)

_____

(Address)

Phone #: _____

Fax #: _____

By _____

(Signature)

_____

(Printed or Typed Name)

_____

(Address)

Phone #: _____

Fax #: _____

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

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