

ADDENDUM NO. 1
TO
BIDDING AND CONTRACT
REQUIREMENTS AND SPECIFICATIONS
FOR THE
TOWN OF EXETER, NH CONTRACT 4 WWTF LAGOON NO. 1 SLUDGE REMOVAL
WP PROJECT NO. 12883C-C4

4/2/2020



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TOWN OF EXETER, NH CONTRACT 4 WWTF LAGOON NO. 1 SLUDGE REMOVAL

ADDENDUM NO. 1

WP PROJECT NO. 12883C-C4

As a point of clarification, it should be understood that the Contract Documents govern all aspects of the project. Discussions held via telephone or via email are informal and informational only. All official changes to the Contract Documents are made only by addenda. The following changes and additional information are hereby made a part of the Contract Documents:

SPECIFICATIONS

1. Specification Section 00020 –
 - a. First paragraph: **DELETE** this first paragraph in its entirety and **REPLACE** with the following: “Sealed Bids for the Contract No. 4: WWTF Lagoon No. 1 Sludge Removal project will be received by the Town of Exeter at the office of the Town Office Building (10 Front Street, Exeter, NH, 03833), until **4:00 PM local time on April 24, 2020. The bids will remain sealed until the Select Board meeting on April 27, 2020, at which time they will be publicly opened and read.** The Project consists of pumping approximately 2,000 dry tons of sludge currently stored in Lagoon No. 1 into geotextile tubes at the Exeter, NH wastewater treatment facility. Refer to Article 15 of Section 00100 for information regarding submittal of bids.”
 - b. Last sentence of Paragraph 4: **DELETE** “\$30.00” and **REPLACE** with “\$50.00.”
2. Specification Section 00310 – Bid Form. **REPLACE** this section in its entirety with the attached version.
3. Specification Section 01150B – Measurement and Payment. **REPLACE** this section in its entirety with the attached version.
4. Specification Section 02001 – Lagoon Sludge Removal, Table 1.
 - a. **REPLACE** Wide Width Tensile Strength (MD) permissible value “Min. 4790 pounds/foot” with “Min. 450 lbs/in.”.
 - b. **REPLACE** Wide Width Tensile Strength (CD) permissible value “Min. 105 pounds” with “Min. 625 lbs/in.”.

DRAWINGS

No changes.

QUESTIONS AND ANSWERS

Questions received from Contractors:

1. Can the bid opening be delayed at least one week to allow for site visits and sludge sampling/testing? Yes, refer to the contents of this addendum. Site visits must be completed in accordance with Center for Disease Control protocols as supplemented by State of New Hampshire and Town of Exeter requirements. Note, given the dynamic situation regarding COVID-19, it is suggested that any site visits be scheduled as soon as practicable.
2. Will the Town allow electronically submitted bids followed by the original postmarked the same day? Electronic bids will not be accepted.
3. Can a bid item be added for site preparation? Yes, refer to the contents of this addendum.
4. Is there any +/- tolerance to the requirement to leave less than 1" of sludge after dredging? Yes, the remaining sludge depth should be on average 1" in depth and no greater than 4" in depth.
5. There is a clear filtrate, free of visual solids requirement. During typical geotextile tube filling there will at times be visual solids release, how will that be evaluated or enforced by the contracting officer? Visual observation will occur periodically. It is expected that there may be some limited solids during filling, but once filled, the filtrate must be normally clear. If not then the Contractor will be directed to capture the filtrate and pump it to the WWTF at no additional cost.
6. Is there any testing results to show the sludge will dewater to greater than the required 18% solids consistently? No. The WWTF is required by their contracted sludge disposal company to produce sludge at a minimum of 18% solids.
7. There are two different wet ton values identified in the specification, 80,000 and 31,900 (i.e., 80,000 wet tons with a cubic feet volume and the 31,900 wet tons in a chart. Which one is to be used for this bid? Use 80,000 wet tons.
8. Will dredging and dewatering be allowed more than 5 days per week? The facility is willing to coordinate additional work days / times, however, noise ordinance requirements must still be complied with at all times.
9. With treatment processes remaining in place, aerators and cables will have to be dredged around. Is there a plan to move them so that the dredge can access the sludge under them or is it anticipated that the sludge under them will stay in place? The Contractor will disconnect/ connect any cabling in order to maintain dewatering operations. The Contractor must coordinate with the Town in advance and must not impact the Town's wastewater treatment operations.
10. Is there any debris on the bottom like old aerator cables, power cable, aeration tubes, or any known events where items were left in the lagoons? Unknown.

11. Will dewatering via mechanical equipment be accepted as a substitute? No, the Town has decided to implement the geotube approach in order to get significantly more sludge out of Lagoon 1 with their available funds.
12. Please include specifications for the fill port? The fill port is generally a proprietary device that is manufacturer-specific so it was not included in the technical specifications.
13. Please provide pictures of the areas. Pictures have been attached.

END OF ADDENDUM NO. 1

Attachments Follow:
Specification 00310, 01150A, Pictures

SECTION 00310

BID FORM

PROJECT IDENTIFICATION: WWTF Lagoon No. 1 Sludge Removal

THIS BID IS SUBMITTED TO: Town of Exeter, NH
10 Front Street
Exeter, New Hampshire 03833

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to the Owner, as identified above.
- 1.02 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

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 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

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to

existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; 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 any 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; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE

| Item No. | Quantity | Brief Description of Item with Bid Price in Words | Unit Bid In Figures | Amount In Figures |
|----------------|-----------------|--|------------------------|----------------------|
| 1 | Lump Sum | Mobilization/Demobilization. See Specification Section 01150. No more than 10% of Total Bid. The Sum of \$ _____ _____ | \$ _____ | \$ _____ |
| Per Lump Sum | | | | |
| 2 | 2,000 Dry Tons* | Remove and Dewater Lagoon Sludge. See Specification Sections 02001 and 01150. The Sum of \$ _____ _____ | \$ _____ | \$ _____ |
| Per Cubic Yard | | | | |
| 3 | Lump Sum | Supplemental Chemical Odor Control. See Specification Sections 02001 and 01150. The Sum of \$ _____ _____ | \$ _____ | \$ _____ |
| Per Lump Sum | | | | |
| 4 | Lump Sum | Site Preparation. See Specification Sections 02001 and 01150. The Sum of \$ _____ _____ | \$ _____ | \$ _____ |
| Per Lump Sum | | | | |

* Indeterminate quantities assumed for comparison of bids. Quantities are not guaranteed. Payment will be based on actual quantities constructed.

TOTAL BID: Total of Items 1 through 4 above.

(\$ _____)
(use figures)

(use words)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Qualifications Statement (Section 00405);
 - C. EPA Forms 6100-3 and 6100-4;
 - D. Form D-7.11 (Bidder's American Iron and Steel Acknowledgement)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

SECTION 01150AMEASUREMENT AND PAYMENTPART 1 - GENERAL1.1 DESCRIPTION

- A. For lump sum items, payment shall be made to the Contractor in accordance with an accepted Progress Schedule and Schedule of Values on the basis of actual work completed.
- B. For unit-price items, payment shall be based on the actual amount of work accepted and for the actual amount of materials in place, as shown by the final measurements.
 - 1. All units of measurement shall be standard United States convention as applied to the specific items of work by tradition and as interpreted by the Engineer.
 - 2. At the end of each week's work, the Contractor's Superintendent or other authorized representative of the Contractor shall meet with the Resident Project Representative and determine the quantities of unit price work accomplished and/or completed during the week.
 - 3. The Resident Project Representative will then prepare two "Weekly Progress Reports" which shall be signed by both the Resident Project Representative and Contractor's Representative.
 - 4. Once each month the Resident Project Representative will prepare two "Monthly Progress Summation" forms from the month's accumulation of Progress Reports which shall also be signed by both the Resident Project Representative and Contractor's Representative.
 - 5. These completed forms will provide the basis of the Engineer's monthly quantity estimate upon which payment will be made. Items not appearing on both the Weekly Progress Reports and Monthly Progress Summation will not be included for payment. Items appearing on forms not properly signed by the Contractor will not be included for payment.
 - 6. After the work is completed and before final payment is made there for, the Engineer will make final measurements to determine the quantities of various items of work accepted as the basis for final settlement.

1.2 SCOPE OF PAYMENT

- A. Payments to the Contractor will be made for the actual quantities of the Contract items performed and accepted in accordance with the Contract Documents. Upon completion of the construction, if these actual quantities show either an increase or decrease from the quantities given in the Bid Form, the Contract unit prices will still prevail.
- B. The Contractor shall accept compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced by the Contract; also for all loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work and until its final acceptance by the Engineer, and

for all risks of every description connected with the prosecution of the work, except as provided herein, also for all expenses incurred in consequence of the suspension of the work as herein authorized.

- C. The payment of any partial estimate or of any retained percentage except by and under the approved final invoice, in no way shall affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damage due to such defects.

1.3 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

- A. When alterations in the quantities of work not requiring supplemental agreements, as hereinbefore provided for, are ordered and performed, the Contractor shall accept payment in full at the Contract price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

1.4 OMITTED ITEMS

- A. Should any items contained in the bid form be found unnecessary for the proper completion of the work contracted, the Engineer may eliminate such items from the Contract, and such action shall in no way invalidate the Contract, and no allowance will be made for items so eliminated in making final payment to the Contractor.

1.5 PARTIAL PAYMENTS

- A. Partial payments shall be made monthly as the work progresses. Partial payment shall be made subject to the provisions of the Supplemental and General Conditions.
- B. Technical Specifications may include Special Payment Provisions which provide additional restrictions on partial payments.

1.6 PAYMENT FOR MATERIAL DELIVERED

- A. When requested by the Contractor and at the discretion of the Owner, payment may be made for all or part of the value of acceptable, non-perishable materials and equipment which are to be incorporated into bid items, have not been used, and have been delivered to the construction site or placed in storage places acceptable to the Owner. Payment shall be subject to the provisions of the General and Supplementary Conditions.
- B. No payment shall be made upon fuels, supplies, lumber, false work, or other materials, or on temporary structures or other work of any kind which are not a permanent part of the Contract.

1.7 FINAL PAYMENT

- A. The Engineer will make, as soon as practicable after the entire completion of the project, a final quantity invoice of the amount of the Work performed and the value of such Work. Owner shall make final payments of the sum found due less retainages subject to the provisions of the General and Supplementary Conditions.

1.8 INCIDENTAL WORK

- A. Incidental work items for which separate payment is not made include (but are not limited to) the following items:

1. Clearing, grubbing and stripping
2. Dust control
3. Clean-up
4. Erosion control
5. Restoration of property, and replacement of fences, curbs, structures, sign posts, guard rails, traffic loop detectors and other minor items disturbed by the construction activities
6. Coordination with the Owner, Utilities and others, including related inspection cost (refer to Section 01050)
7. Project Signs
8. Project record documents
9. Materials testing
10. Construction schedules, bonds, insurance, shop drawings, warranties, guarantees, certifications, and other submittals required by the Contract Documents
11. Temporary utilities for construction and to maintain existing service during construction
12. Quality assurance testing
13. Temporary construction and other facilities not to be permanently incorporated into the Work necessary for construction sequencing and maintenance of operations
14. Weather protection
15. Permits not otherwise paid for or provided by the Owner
16. Visits to the Project site or elsewhere by personnel or agents of the Contractor, including manufacturer's representatives, as may be required
17. Miscellaneous earthwork
18. Preconstruction photos and videos
19. Construction administration and insurance

1.9 DESCRIPTION OF PAY ITEMS

- A. The following sections describe the measurement of and payment for the work to be done under the respective items listed in the Bid Form.
- B. Each unit or lump sum price stated in the Bid Form shall constitute full compensation, as herein specified, for each item of the work completed.

(1) Mobilization/Demobilization

- A. Method of Measurement: Lump sum. **Total of bid item shall not exceed 10% of Total amount of the Bid.**
- B. Basis of Payment: Mobilization/demobilization costs are those costs of initiating and ending the contract, including but not limited to submission of work plan, temporary electrical facilities, temporary water facilities, and site clean-up. Payment for mobilization/demobilization shall be a lump sum at the price as stated in the Bid Form. Seventy percent (70%) of the lump sum will be payable when the Contractor is fully mobilized and operational on the site and the remaining 30% of the lump sum will be payable when the Contractor fully demobilizes, completes cleanup, and leaves the site following the completion of all contract work. For purposes of payment on this item, "Operational" shall mean the Contractor has

provided all required and properly executed bonds and insurance certificates and the Owner has approved the following: Construction Schedule, Erosion Control Plan, Sludge Removal Work Plan, Project Sign (and installed), Temporary Facilities, and Pre-Construction photographs/videos. Only two partial payments described herein shall be made to cover all mobilization/demobilization costs throughout the entire contract.

(2) Removal and Disposal of Lagoon Sludge

- A. Method of Measurement: Sludge removal and conveyance to geotextile dewatering tubes measured for payment shall be the net weight of dry tons. The quantity of removed sludge to be measured for payment under this item shall be the calculated number of dry tons of sludge removed from the site as described in Section 02001. The Contractor will retrieve one representative core sample and measure the height of each geotextile tube following final filling. An independent lab testing agency, at the Owner's expense, will test the sample for total percent solids. If the sludge is not a minimum 18% total percent solids, the Contractor will be responsible for additional testing using the Owner's independent lab testing agency. Using the measured height of the tube, the total filled volume will be calculated from the manufacturer's approved dimension to volume curve, which will be multiplied by the percent solids to determine the dry tons of solids removed. Polymer addition as well as other additives or bulking agents, which are required to be tracked and quantified by the contractor using a flow meter or other acceptable means, will be deducted from the calculated total dry solids to determine the final measured payment net weight of dry tons. Chemical odor control addition, if deemed necessary by the Owner and Engineer, will not be deducted from the calculated total dry solids.
- B. Basis of Payment: The contract unit price per dry ton shall be full compensation for all labor, materials, tools, and equipment necessary to complete this work including: submission of work plan, pumping, temporary electrical facilities, temporary water facilities, electrical costs, chemicals, amendment and other additive materials, safety, repair of damaged lagoon facilities, sludge testing and laboratory analyses, stabilization treatment, permitting, final sludge profile measurements, site clean-up, and all else incidental thereto and all in accordance with all applicable permit requirements and the requirements of the Contract Documents, for which payment is not provided under other items.

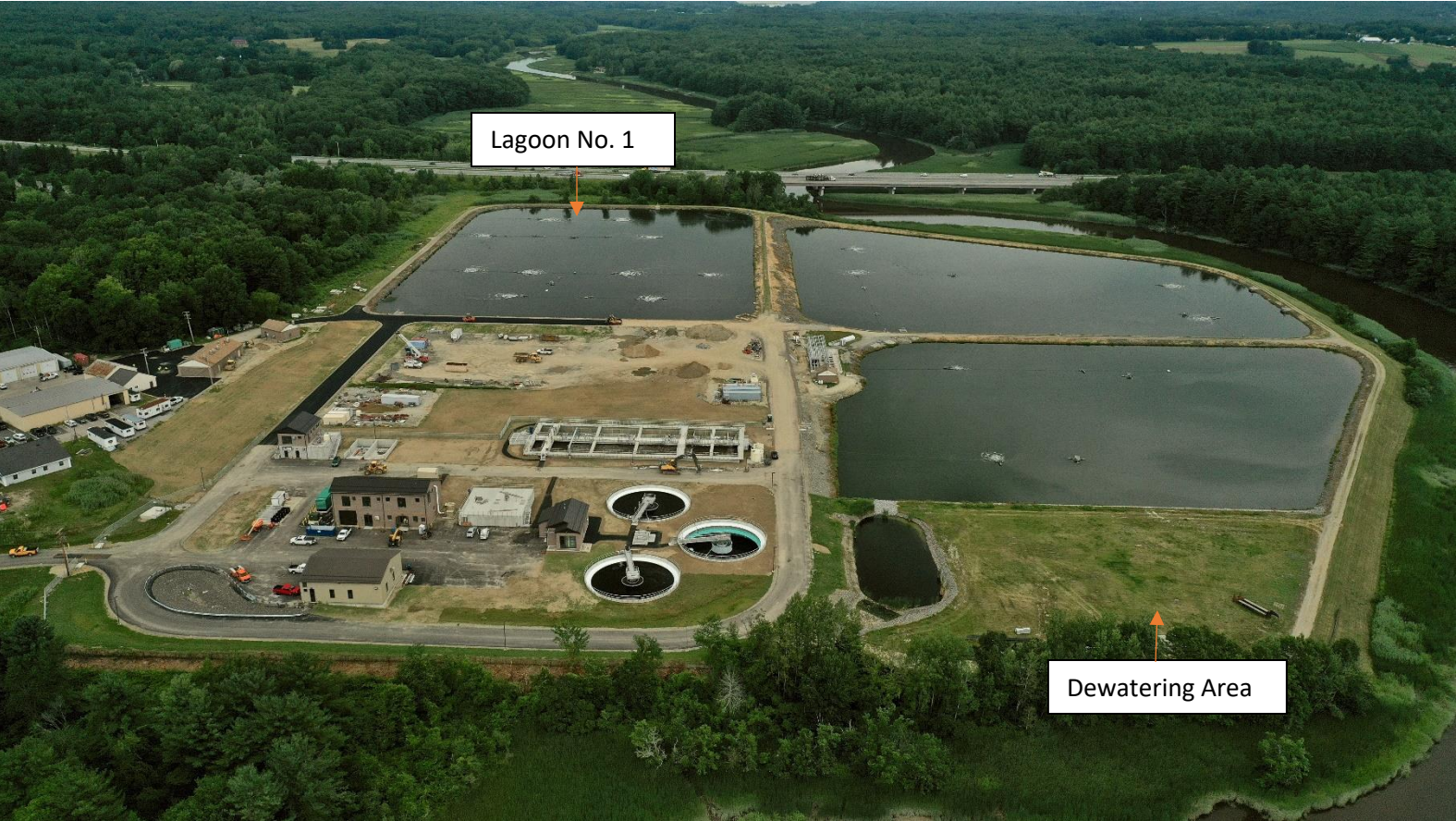
(3) Supplemental Chemical Odor Control

- A. Method of Measurement: Lump Sum
- B. Basis of Payment: Payment of the lump sum price for this item shall be full compensation for all work, materials, and labor complete and installed. This Item includes the Work described in Section 02001. Payment for chemical used will be paid for under Item 2.

(4) Site Preparation

- A. Method of Measurement: Lump Sum
- B. Basis of Payment: Payment of the lump sum price for this item shall be full compensation for all work, equipment, materials, and labor required to complete and install the site preparation work described in Section 02001 and shown on the Plans. Site Preparation includes all site preparation and earthwork necessary to perform levelling, excavation, compaction, and grading in order to prepare and maintain the dewatering area, including but not limited to drainage system, ditches, berms, and stabilized dissipated flow outlet to Lagoon No. 3 in accordance with all applicable permit requirements and the requirements of the Contract Documents for the entire duration of the Contractor's activities, through demobilization. Payment for dewatering area and drainage system materials, including geotextile fabric, impervious membrane, and any imported borrow will be paid for under this Item.

END OF SECTION



Lagoon No. 1

Dewatering Area



The following are pictures of the proposed dewatering area.











