TO: All Bidders of Record

RE: City of New Bedford, Massachusetts
    Front Street Pumping Station and Merrimac Street Pumping Station Rehabilitation
    Bid No. 18439512
    CWSRF 4143
    Contract No. 1

Receipt of Sub-Bids: 3:00 PM, Thursday, May 17, 2018
Receipt of General Bids: 3:00 PM, Thursday, May 31, 2018

This Addendum shall be part of the Contract Documents for the above referenced project.

Acknowledge receipt of this Addendum by inserting its number and date in the space provided on Page 00300-1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

GENERAL

A. A pre-bid conference was held for the Front Street Pumping Station and Merrimac Street Pumping Station Rehabilitation Project on April 19, 2018. A copy of the sign-in sheet is attached for informational purposes.

B. During the pre-bid conference, questions were asked regarding the project. Answers to those questions are provided below.

C. Contracting party should consult the Secretary of State website

   http://corp.sec.state.ma.us/corp/corpsearch/corpsearchinput.asp

   to confirm legal existence of entities, print out documentation, and insert it in the front cover of the Contract. Check the Corporate Vote or LLC Certificate of Authority to be sure that the person executing the contract is authorized to contractually bind the entity.

SPECIFICATIONS

A. Table of Contents

   1. No changes required.

B. Section 00020 - Invitation to Bid

   1. Page 00020-1, INSERT “CONTRACT NO. 1” immediately following “PROJECT NO.”
CWSRF 4143”.

C. Section 00100 – Invitation to Bid

1. Page 00100-1, INSERT “CONTRACT NO. 1” immediately following “PROJECT NO. CWSRF 4143”.

2. Page 00100-2, ARTICLE 4. INTERPRETATIONS, Paragraph 4.1, third line, INSERT “(sydest@cdmsmith.com)” immediately following “Shawn Syde,.”.

3. Page 00100-2, ARTICLE 4. INTERPRETATIONS, Paragraph 4.2, third line, DELETE “will be mailed via certified mail with return receipt requested” and INSERT “will be emailed by the City of New Bedford Purchasing Department”.

4. Page 00100-15, DELETE “ARTICLE 23 – OMITTED” and INSERT the following revised Article in its place:

“ARTICLE 23 – PRICE ADJUSTMENT

23.1 Due to the uncertainty of prices for certain materials (liquid asphalt, Portland cement, diesel fuel and gasoline, structural steel and reinforcing steel) price adjustments will be in accordance with Appendix H, which is included in Part 2 of the Supplementary Conditions. The base price for each material shall be the period price in effect at the time the project is advertised. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 per cent. Period prices can be found at the Massachusetts Department of Transportation (MassDOT) website at http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about.”

D. Section 00300 – Bid Form

1. Page 00300-1, INSERT “CONTRACT NO. 1” immediately following “PROJECT NO. CWSRF 4143”.

E. Section 00500 – Agreement

1. Page 00500-1, INSERT “CONTRACT NO. 1” immediately following “PROJECT NO. CWSRF 4143”.

F. Section 00800 – Supplementary Conditions

1. Page 00800-6, Article 6 – Contractor’s Responsibility, SC 6.02.C.1, second line, INSERT “(Refer to 6.02.C.2 for additional requirements when working in the MassDOT right-of-way)” immediately following “in writing 72 hours in advance.”.

2. Page 00800-15, Article 11 – Cost of the Work; Allowances; Unit Price Work, SC 11.01.A.1, first line, DELETE “and third”.

3. Page 00800-16, Article 11 - Cost of the Work; Allowances; Unit Price Work, SC 11.01.A.1,
**INSERT** the following new paragraph after SC 11.01B.1:

“SC 11.02

Delete Article 11.02 of the General Conditions in its entirety.”

4. Page 00800-21, Part II, Paragraph 2.0 – Commonwealth of Massachusetts Provisions, **INSERT** the following new Paragraph 2.4.19:

“2.4.19 Price Adjustment for certain materials in Construction Projects. MGL Chapter 30 Section 38A. (Appendix H – 5 pages).”


**G. Section 01010 – Summary of Work**

1. Page 01010-3, **INSERT** the following new Paragraphs following Paragraph 1.02.C.17 and **DELETE** Paragraph 1.02.C.18 in its entirety:

   “18. Coordination with other contractors and connection to work by others.

   19. Mobilization.”

2. Page 01010-3, **INSERT** the following new Paragraph 1.02.D:

   “D. All other incidental work required to complete the project as specified herein and as shown on the Drawings.”

**H. Section 01025 – Measurement and Payment**

1. Page 01025-1, Paragraph 1.02.A.1, third line, **DELETE** “Items 2 through 10” and **INSERT** “Items 2 through 9”.

2. Page 01025-1, **INSERT** the following new Paragraph 1.03.A.3:

   “3. Any overhead and profit associated with this item shall be paid for under Item 1.”

3. Page 01025-2, Paragraph 1.04.A.1, first line, **INSERT** “as provided by SISI” immediately following “Spartan Control System”.

4. Page 01025-2, **INSERT** the following new Paragraphs 1.04.A.3 and 1.04.A.4:

   “3. Any overhead and profit associated with this item shall be paid for under Item 1.

   4. Any work completed by the PCSS shall be paid for under Item 1.”

5. Page 01025-2, **INSERT** the following new Paragraphs after 1.05.B:
“C. Contractor shall not be allowed overhead and profit associated with this lump sum item.

D. Any work completed by the PCSS shall be paid for under Item 1.”

6. Page 01025-3, **INSERT** the following new Paragraph 1.06.A.7 and renumber subsequent paragraphs.

   “7. All work required by the plumbing subcontractor to coordinate with the utility companies or to otherwise perform the work of Division 15 shall be included in the filed sub-bid price for Plumbing Work in Part II of the form for General Bids.”

7. Page 01025-4, Paragraph 1.07.A.9, **INSERT** “cobble stones, curbing,” following “concrete slabs, sidewalks.”.

8. Page 01025-4, Paragraph 1.07.B.2, fourth line, **DELETE** “Item 8a” and **INSERT** “Item 5a”.

9. Page 01025-6, **INSERT** the following new Paragraph 1.11.B.2:

   “2. Permanent paving for test pits shall be paid for under Item 1 in the Bid Form.”

10. Page 01025-7, Paragraph 1.12.B.10, **INSERT** “and fill materials to raise the site from existing to proposed grades” immediately following “Front Street pumping station”.

11. Page 01025-8, **DELETE** Paragraph 1.14 in its entirety.

I. **Section 01046 – Control of Work**

   1. Page 01046-5, Paragraph 1.09.E, ninth line, **DELETE** “Allowances” and **INSERT** “Bid Items”.

J. **Section 01170 – Special Provisions**

   1. Page 01170-5, Paragraph 1.15.E, the paragraph starting with “Under no circumstances”, fifth line, **DELETE** “potential” and **INSERT** “partial list based on previously scheduled events in the area (2018 events not yet scheduled).”

   2. Page 01170-5, Paragraph 1.15.E, the paragraph starting with “Under no circumstances”, fifth line, **INSERT** “(not intended to be a complete listing)” immediately following “listing.”.

   3. Page 01170-6, **DELETE** Paragraph 1.15.G in its entirety and **INSERT** the following revised paragraph in its place:

      “G. The following work restrictions will be in effect for the Front Street pumping station portion of the project for the duration of the Contract:

      1. Work on the Front Street pumping station portion of the project (including work at the temporary staging area) shall not start until after Labor Day – September 3, 2018.
2. Between Memorial Day 2019 and Labor Day 2019, no work shall occur in the right-of-way of Elm Street, MacArthur Drive and those locations/streets listed in Paragraph 1.15.H. The Contractor may work on the Front Street portion of the project during this timeline; however, work shall be restricted to the Front Street pumping station site and the temporary staging area.

3. Between Memorial Day and Labor Day, Elm Street and MacArthur Drive shall be open to two lanes of traffic.

4. Additional restrictions as provided in other Sections of the Contract Documents.”

4. Page 01170-6, Paragraph 1.15.H, DELETE the last sentence of the paragraph.

5. Page 01170-7, INSERT the following new Paragraph 1.16.A and renumber subsequent paragraphs:

“A. At several locations, construction on other contracts may be carried on during the same period as construction under this Contract. It will be necessary for the Contractor to plan his/her work and cooperate with the other Contractor insofar as connections required to each other's work and to prevent any interference and delay for which he/she shall receive no other compensation than that agreed upon for this Item.”

6. Page 01170-7, DELETE paragraph 1.17.C in its entirety and replace with the following new paragraph:

“C. Work on the Merrimac Street pumping station will require work in a City of New Bedford easement that is currently utilized for vehicle/materials storage for adjacent businesses. Coordinate construction operations with the business owners. Make provisions to provide temporary storage of property owner’s materials if required in a safe and secure site location, to be determined by the property owner, on the property owner’s property or at a separate location pending approval by the property owner. Any damage to the property owner’s equipment or stolen equipment as result of the Contractor’s operations shall be at the cost of the Contractor to replace. Provide temporary site security specified in other sections.”

7. Page 01170-13, Paragraph 1.29, second line, DELETE “in Section 01046, Section 01570” and INSERT “, required by the MassDOT permit,”.

8. Page 01170-14, INSERT the following new Paragraph 1.34:

“1.34 SURVEY CONTROL

A. The Contractor is required to maintain survey control throughout the duration of the project, and to protect and reset existing monuments and bench marks. This work shall include, but is not limited to, maintenance and protection of existing control and offset and reset of existing monuments and bench marks by a Registered Professional Land Surveyor in the Commonwealth of Massachusetts. Control may include, but is not limited to: iron pipes, stone or concrete bounds,
survey/property disks, drill holes in walls, sidewalks and solid surfaces. Drill holes shall not be set in bituminous concrete.

B. Contractor shall take great care to maintain and protect existing State Highway and City layout bounds. If an existing layout bound is disturbed, or needs to be reset, they shall be done so in conformance with the SSHB by a Registered Professional Land Surveyor in the Commonwealth of Massachusetts.”

K. Section 01300 - Submittals

1. Page 01300-3, DELETE Paragraph 1.03.A.13, INSERT the following new paragraph in its place:


L. Section 01580 – Project Identification and Signs

1. Page 01508-2, INSERT the following new Paragraph 1.03.E:

“E. Decal provided by the MassDEP not shown on the Construction Sign Example. Decal shall also be on the sign or painted.”

M. Section 02050 – Demolition and Modifications

1. Page 02050-7, INSERT the following new Paragraph 1.07.D.9 and renumber subsequent paragraphs.

“9. Electric unit heater on the lower level of the Front Street pumping station.”

N. Section 02200 – Earthwork

1. Page 02200-15, Paragraph 3.12.E, INSERT “or specified in 02576” immediately following “specified paving shall be as shown on the Drawings”.

O. Section 02213 – Rock and Boulder Excavation

1. Page 02213-3, Paragraph 1.06.C, third line, DELETE “blasting”.

P. Section 02576 – Pavement Repair and Resurfacing

1. Page 02576-3, Paragraph 1.05.A, INSERT the following immediately after the last sentence:

“Any inspection services performed by the MassDOT shall be paid for by the Contractor. For bidding purposes the contractor shall include $5,000 for inspectional services.”

2. Page 02576-5, INSERT the following new Paragraph 2.01.I:

“I. Gravel sub-base, dense graded crushed stone and gravel borrow shall conform to Section
02230.”

3. Page 02576-6, **INSERT** the following new paragraphs after Paragraph 3.01.U:

   “V. Contractor shall ensure that when paving through an intersection, that the depth of pavement within the intersection will match the cross street pavement depth if that depth is greater than or equal to the roadway under reconstruction or primary road being paved.

   W. Paving of streets shall match the limits shown on the Drawings. Any pavement damaged outside of the limits of pavement shall be repaired at no additional cost to the Owner.”

4. Page 02576-7, Paragraph 3.02.B.2.a, fifth line, **DELETE** “7-in” and **INSERT** “7-1/4-in”.

5. Page 02576-7, Paragraph 3.02.B.2.a, fifth line, **DELETE** “, and 4-1/2-in in Merrimac Street” and **INSERT** “and Merrimac Street”.

6. Page 02576-7, Paragraph 3.02.B.2.a, eight line, **DELETE** “7-in” and **INSERT** “7-1/4-in”.

7. Page 02576-7, Paragraph 3.02.B.2.a, ninth line, **DELETE** “, and 4-1/2-in in Merrimac Street” and **INSERT** “and Merrimac Street”.

8. Page 02576-7, **INSERT** the following new Paragraph after 3.02.B.4:

   “5. Final pavement over trenches shall be constructed as follows:

   a. Sawcut trenches 1-ft back from the perimeter of the existing trench. Remove and dispose of temporary pavement and subbase to 12-in below existing pavement or specified pavement thickness; whichever is greater. 12-in of bank run gravel/gravel borrow for roadway subbase shall be spread and compacted to 95 percent of maximum dry density as determined by ASTM D1557, Method D. Bank run gravel/gravel borrow for roadway subbase is specified in Section 02230.

   i. In Elm Street and MacArthur Drive, the 12-in of gravel material shall consist of 4-in of dense graded crushed stone for sub-base over 8-in of gravel borrow Type B.

   b. Trim loose edges of existing pavement. Broom and tack coat all edges with emulsified or cutback asphalt.

   c. Place and compact Intermediate/Base Course to a thickness as shown on the Drawings and as specified in Division II, Section 400 of the SSHB.

   i. Merrimac Street PM&O Areas – Thickness indicated on the Bituminous Concrete Pavement – Roadways detail on Sheet CD-1.

   ii. Elm Street and MacArthur Drive – Thickness shall be as indicated on Sheet C-2 for existing pavement conditions.
d. Broom and tack coat edges of existing pavement and Binder Course with emulsified or cutback asphalt.

e. Top course of pavement is placed when the milled surface is overlaid. Top surface shall be as shown on the Drawings and as specified below.

9. When trench is in an area not being milled, the procedure described in Paragraphs 1 through 5 above is followed, except that the excavation to subgrade must include sufficient depth for the placement of top course HMA. Top course shall be placed and compacted to a depth of 1.75-in flush with surface of existing pavement. Joints shall be sealed with hot poured rubberized asphalt as specified in Section 460.65 of the SSHB.”

10. Page 02576-8, Paragraph 3.03.B, first line, DELETE “in City streets” and INSERT “Merrimac Street (Caution! Cobbles) and 1-3/4-in in all other City streets”.

11. Page 02576-9, Paragraph 3.03.C.2, third line, DELETE “MSSHB” and INSERT “SSHB”.


15. Page 02576-10, Paragraph 3.05.D, fifth line, DELETE “binder” and INSERT “base”.

16. Page 02576-10, Paragraph 3.05.D, fifth line, DELETE “1-1/2-in” and INSERT “1-3/4-in”.

Q. Section 02990 – Traffic Signalization

1. INSERT the following new Paragraph 1.01.D:

   “D. Furnishing and installing any associated conduits, handholes, pull boxes, wiring, equipment, and connection(s) to existing systems to make the new loop detection system fully functional as specified herein shall be the responsibility of the Division 2 Contractor and their approved Traffic Signal Contractor.”

2. DELETE Paragraph 1.03.A in its entirety and renumber subsequent paragraphs.

R. Section 05500 – Miscellaneous Metals

1. Page 05500-1, Paragraph 1.01.B, second line, DELETE “M-4” and INSERT “M-6”.

2. Page 05500-10, DELETE Paragraph 2.08.C in its entirety and renumber subsequent paragraphs.

3. Page 05500-11, DELETE Paragraph 2.09.A in its entirety and INSERT the following revised Paragraph in its place:
“A. Access hatch shall have double leaf doors. The doors shall be ductile iron, with a diamond pattern to withstand a AASHTO H20 wheel load. Hatch shall be set on the concrete of the wet well opening and shall be provided with a bottom flange frame for mounting and infra-riser rubber adjustment riser as required. Provide a lift assist and multi-tool pick bar for easy operation along with automatic door hold open (self-engaged safety bar) shall be provided. Hardware shall be durable and corrosion resistant with Type 316 stainless steel hardware used throughout. Provide removable lock handle and security bolting. Finish shall be the factory finish for ductile iron with bituminous coating on the exterior of the frames in contact with concrete. Hatches shall be watertight with gasketed cover. Access hatches shall be heavy duty hinged hatch series (8210) of the size required to fit the existing opening as indicated on the Drawings by East Jordan Iron Works or equal.”

4. Page 05500-12, Paragraph 2.09.B.6, second line, DELETE “90” and INSERT “105”.

S. Section 07840 – Joint Firestopping

1. Page 07840-6, DELETE Paragraph 3.07.D in its entirety and INSERT the revised Paragraph in its place:

“D. Head of CMU Wall, Fire Resistive Joint Systems:

1. Provide UL Joint Assembly Rating: 2 hour fire rated.”

T. Section 11317 – Wastewater Chopper Pumps

1. ADD Attachment 11317-A which is attached.

U. Section 13300 – Instrumentation and Controls – General Provisions

1. ADD Attachment 13300-A which is attached.

V. Section 16000 – Electrical – General Provisions

1. DELETE Paragraph 1.01.D in its entirety and renumber subsequent paragraphs.

2. DELETE Paragraph 1.02.C.4 in its entirety and renumber subsequent paragraphs.

3. DELETE Paragraph 1.02.C.10 in its entirety and renumber subsequent paragraphs.

W. APPENDICES

1. MassDOT Permit to Access State Highway, DELETE “(To be Added By Addenda)” and ADD the signed Permit to Access State Highway attached.

DRAWINGS

A. Sheet No. G-1 – Index Sheet
1. Under Civil Plans Sheet Index, **DELETE** “C-13 Merrimac Street Typical Sections” and **INSERT** “C-13 Merrimac Street and Purchase Street Typical Sections”.

B. **Sheet No. G-2 – General Notes**

1. Under **GENERAL NOTES**, Note No. 16, second line, **DELETE** “construction” and **INSERT** “constructed”.

2. Under **GENERAL NOTES**, **DELETE** Note No. 23 in its entirety and **INSERT** the revised Note No. 23 below:

   “23. The Contractor is required to follow the pipe testing procedures stated in Section 01445 and other sections of the Contract Documents. Pipe testing will be strictly enforced.”

3. Under **GENERAL NOTES**, Note No. 37, fourth line, **DELETE** “the order of conditions” and **INSERT** “City of New Bedford Conservation Commission Standards”.

4. Under **DEMOLITION NOTES**, **DELETE** Note No. 11 in its entirety.

C. **Sheet No. G-3 – Legend and Abbreviations**

1. Under **LEGEND, EXISTING**, first column, **DELETE** “CHAIN LINK FEMCE” and **INSERT** “CHAIN LINK FENCE”.

D. **Sheet No. C-1 – Front Street Pumping Station Existing Conditions Plan**

1. **DELETE** Sheet No. C-1 and **INSERT** the revised Sheet No. C-1 attached.

E. **Sheet No. C-2 – Front Street Pumping Station Site Removals, Erosion and Sediment Control Plan**

1. **DELETE** Sheet No. C-2 and **INSERT** the revised Sheet No. C-2 attached.

F. **Sheet No. C-3 – Front Street Pumping Station Site Layout and Materials Plan**

1. **DELETE** Sheet No. C-3 and **INSERT** the revised Sheet No. C-3 attached.

G. **Sheet No. C-4 – Front Street Pumping Station Site Grading Plan**

1. **DELETE** Sheet No. C-4 and **INSERT** the revised Sheet No. C-4 attached.

H. **Sheet No. C-6 – Front Street Pumping Station Utility Plan**

1. **DELETE** Sheet No. C-6 and **INSERT** the revised Sheet No. C-6 attached.

I. **Sheet No. C-7 – Sewer Pipe Profiles**

1. **INSERT** the following notes on the sheet:
“Notes:

1. Water tight manhole frames and covers shall be installed (Typical of 7).

2. Monolithic lining of manholes (Typical of 7) and the Front Street pumping station wet well shall be completed.”

J. Sheet No. C-8 – Force Main Profiles

1. DELETE Sheet No. C-8 and INSERT the revised Sheet No. C-8 attached.

K. Sheet No. C-10 – Merrimac Street Pumping Station General Plan and Profile

1. DELETE Sheet No. C-10 and INSERT the revised Sheet No. C-10 attached.

L. Sheet No. C-13 – Merrimac Street Typical Sections

1. Under Pavement Notes - Proposed Full Depth Construction, DELETE “Surface Course: 1.5” HMA Surface Course Over” and INSERT “Surface Course: 1.75” HMA Surface Course Over”.

2. In the Title Block – INSERT “AND PURCHASE STREET” after “MERRIMAC STREET”.

3. Under Pavement Note – Pavement Milling and Overlay (PM&O), DELETE the pavement treatments shown and INSERT the following revised treatments:

   “Surface Course: 1.5” HMA Surface Course (Merrimac Street) – Caution Cobbles
   
   1.5” Pavement Micro-milling (Merrimac Street) – Caution Cobbles
   
   1.75” HMA Surface Course (Purchase Street)
   
   1.75” Pavement Micro-milling (Purchase Street)”

M. Sheet No. C-14 – Excavation and Temporary Force Main

1. DELETE Sheet No. C-14 and INSERT the revised Sheet No. C-14 attached.

N. Sheet No. CD-1 – Site Details I

1. Detail I – DELETE “1-1/2-in” in reference to the surface course thickness and INSERT “1-3/4-in”.

2. Detail I – INSERT the following under Note No. 1:

   “2. This detail is in reference to the pavement structure in Purchase Street and Merrimac Street FDC areas.”
3. Detail J - DELETE “1-1/2-in” in reference to the surface course thickness and INSERT “1-3/4-in”.

4. Detail J – DELETE “2-1/2-in HMA Class 1 Binder Course” and INSERT “2-1/2-in HMA Class 4 Base Course”.

O. Sheet No. CD-2 – Site Details II
1. Detail A – DELETE “Top Course” and INSERT “Surface Course”.
2. Detail A – DELETE “Binder Course” and INSERT “Intermediate/Base Course”.
3. Detail A - INSERT the following under Note No. 1:
   “2. Pavement section shall match those specified and detailed on other Drawings.”
3. Detail I - INSERT the following under Note No. 2:
   “3. Reclaimed granite cobbles shall be installed in a Running Bond pattern.”

P. Sheet No. CD-5 – Miscellaneous Details I
1. Force Main Cleanout with Manhole Detail – INSERT the following note:
   “1. Wrap manhole bedding in filter fabric.”
2. Low Pressure Sewer Curb Stop Detail – DELETE “(Mueller H-10284 or equal)”.
3. Low Pressure Sewer Curb Stop Detail – INSERT the following note:
   “1. Refer to Section 02640 and Environment One Figure PA 1330 P02 for information on ball valve installation and materials. Valve box shall be as specified in 02640. Install internal stainless steel stiffing ring as specified in Section 02640.”

Q. Sheet No. M-2 – Front Street Pumping Station Wet Well and Valve Vault Plans and Sections
1. DELETE Sheet No. M-2 and INSERT the revised Sheet No. M-2 attached.

R. Sheet No. E-4 – Front Street Pumping Station Electrical Demolition Photos II
1. DELETE Sheet No. E-4 and INSERT the revised Sheet No. E-4 attached.

S. Sheet No. E-5 – Front Street Pumping One Line Diagram and Panelboard Schedule
1. DELETE Sheet No. E-5 and INSERT the revised Sheet No. E-5 attached.

QUESTIONS
Text shown in “italics” indicates question asked. Text shown immediately following indicates response to question asked.

A.  *Air-Shield LMP Liquid Membrane Vapor Permeable Air Barrier is requesting to be added as an or-equal.*

   A product will only be accepted if it meets the requirements of the specifications. Review of Contractor submittals will occur during the Shop Drawing review process.

B.  *Air Pave System is requesting to be added as an or-equal.*

   A product will only be accepted if it meets the requirements of the specifications. Review of Contractor submittals will occur during the Shop Drawing review process.

C.  *ECS Environmental Solutions is requesting to be added as an or-equal to the specified equipment in Section 11275.*

   A product will only be accepted if it meets the requirements of the specifications. Review of Contractor submittals will occur during the Shop Drawing review process.

D.  *AirPave System for grass paving is requesting to be added as an or-equal to the specified materials in Section 02930.*

   A product will only be accepted if it meets the requirements of the specifications. Review of Contractor submittals will occur during the Shop Drawing review process.

**PRE-BID CONFERENCE**

Text shown in “italics” indicates question asked. Text shown immediately following indicates response to question asked.

A.  *Who is responsible for the disposal of the existing electrical equipment?*

   Refer to Section 16000 for the scope of work of the Electrical Field Sub-bidder.

B.  *Will the Front Street pumping station need to stay operational during the installation of the new pumping station?*

   Construction of the project is based on Contractor’s means and methods. Section 01014 provides a Suggested Sequence of Construction. Wastewater service shall not be interrupted during the construction of the new Front Street pumping station.

C.  *Will the Contractor be able to perform site preparation work prior to Labor Day?*

   Refer to Section 01170 for work restrictions on the project.
APPENDIX H

PRICE ADJUSTMENTS FOR CERTAIN MATERIALS IN CONSTRUCTION PROJECTS
MGL CHAPTER 30, SECTION 38A

On November 20, 2013, the Massachusetts Legislature passed a bill (Chapter 150 of the Acts of 2013) requiring that water and sewer projects bid under MGL Chapter 30 Section 39M include price adjustment clauses for fuel (both diesel and gasoline), liquid asphalt and portland cement contained in cast in place concrete for all projects that are advertised for bid after January 1, 2014.

The inclusion of these clauses in the construction contract is the responsibility of the awarding authority, and as such, MassDEP does not dictate what language should be used in the contract. MassDEP will, however, review the contracts to verify that price adjustment clauses have been included.

Awarding Authorities may find value from researching the price adjustment information on the Massachusetts Department of Transportation (MassDOT) website at https://www.massdot.state.ma.us/highway/DoingBusinessWithUs/Construction/PriceAdjustments.aspx. MassDOT requires the use of price adjustment clauses in all of its contracts, and since 2008 has been requiring cities and towns utilizing Chapter 90 road construction funds to also include price adjustment clauses. Because of this, many cities and towns may already have drafted appropriate price adjustment language. This language would be suitable for use in SRF funded contracts. The MassDOT website has extensive information on price adjustments and required contract language for MassDOT contracts.

Attached below is the new Chapter 30, Section 38A language and the contract language that MassDOT uses in its construction contracts. The MassDOT contract language is presented as a possible starting point for borrowers that have not drafted price adjustment clauses. The LGU should consult with their legal and contract staff as appropriate in developing the price adjustment clauses.

Chapter 150 of the Acts of 2013
An Act Relative to Price Adjustment for Certain Materials in Construction Projects

Whereas, the deferred operation of this act would tend to defeat its purpose, which is to establish forthwith certain price adjustments, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. Chapter 30 of the General Laws is hereby amended by inserting after section 38 the following section:

Section 38A. Contracts for road and bridge projects awarded as a result of a proposal or invitation for bids under section 39M shall include a price adjustment clause for each of the following materials: fuel, both diesel and gasoline; asphalt; concrete; and steel. Contracts for water and sewer projects awarded as a result of a proposal or invitation for bids under said section 39M shall include a price adjustment clause for fuel, both diesel and gasoline; liquid asphalt; and
Portland cement contained in cast-in-place concrete. A base price for each material shall be set by the awarding authority or agency and shall be included in the bid documents at the time the project is advertised. The awarding authority or agency shall also identify in the bid documents the price index to be used for each material. The price adjustment clause shall provide for a contract adjustment to be made on a monthly basis when the monthly cost change exceeds plus or minus 5 per cent.

SECTION 2. Section 1 shall apply to projects which are advertised for bid after January 1, 2014.

Approved, November 25, 2013.

MassDOT Price Adjustment Clauses

DOCUMENT 00811
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES
ENGLISH UNITS
Revised: 02/02/2009

This provision applies to all projects using greater than 100 tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents.

The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

Base Price
The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price detailed below.

Period Price
Please note that, starting December 15, 2008, two sets of period prices will be posted each month on the MassHighway website at http://www.massdot.state.ma.us/. They will be labeled “New Asphalt Period Price Method” and “Old Asphalt Period Price Method”.

New Asphalt Period Price Method
The “New Asphalt Period Price Method” is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by MassHighway using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer’s terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. MassHighway will post this Period Price on this website within two (2) business days following their receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted MassHighway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.
Old Asphalt Period Price Method
The “Old Asphalt Period Price Method” Period Price will be for contracts bid on or before December 15, 2008 and will contain liquid asphalt prices as determined by the old or previous method. These prices will continue to be posted on MassHighway’s website until all contracts using the “Old Asphalt Period Price Method” Period Price have been closed.

New and Old Asphalt Period Price Methods
The paragraphs below apply to both the New and the Old Asphalt Period Price Methods. The Contract Price of the hot mix asphalt mixture will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department approved extension of time.

******* END OF DOCUMENT *******

DOCUMENT 00812
SPECIAL PROVISIONS
MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE – ENGLISH UNITS
Revised: 01/26/2009

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Commonwealth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.
The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (http://www.massdot.state.ma.us/) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

<table>
<thead>
<tr>
<th>ITEMS COVERED</th>
<th>FUEL FACTORS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Diesel</td>
</tr>
<tr>
<td>Excavation: and Borrow Work:</td>
<td></td>
</tr>
<tr>
<td>Items 120, 120.1, 121, 123, 124, 125,</td>
<td>0.29 Gallons / CY</td>
</tr>
<tr>
<td>127, 129.3, 140,</td>
<td></td>
</tr>
<tr>
<td>140.1, 141, 142, 143, 144., 150, 150.1,</td>
<td></td>
</tr>
<tr>
<td>151 and 151.1</td>
<td></td>
</tr>
<tr>
<td>(Both Factors used)</td>
<td></td>
</tr>
<tr>
<td>Surfacing Work:</td>
<td>2.90 Gallons / Ton</td>
</tr>
<tr>
<td>All items containing Hot Mix Asphalt</td>
<td></td>
</tr>
</tbody>
</table>

******** END OF DOCUMENT ********

DOCUMENT 00814
SPECIAL PROVISIONS
PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES
January 12, 2009

This provision applies to all projects using greater than 100 Cubic Yards (76 Cubic Meters) of Portland cement concrete containing Portland cement as stipulated in the Notice to Contractors section of the Bid Documents. This Price Adjustment will occur on a monthly basis.

The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Base Price of Portland cement on a project is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price (see below) and found in the Notice to Contractors.
The Period Price of Portland cement will be determined by using the latest published price, in dollars per ton (U.S.), for Portland cement (Type I) quoted for Boston, U.S.A. in the *Construction Economics* section of *ENR Engineering News-Record* magazine or at the ENR website http://www.enr.com under *Construction Economics*. The Period Price will be posted on the MassHighway website the Wednesday immediately following the publishing of the monthly price in ENR, which is normally the first week of the month.

The Contract Price of the Portland cement concrete mix will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The price adjustment applies only to the actual Portland cement content in the mix placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M4.02.01.

No adjustments will be made for any cement replacement materials such as fly ash or ground granulated blast furnace slag.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time.

******************************************************************************

END OF DOCUMENT
ATTACHMENT 11317-A
FLYGT CHOPPER PUMPS
QUOTE
(FRONT STREET PUMPING STATION)
January 4, 2018

CDM Smith
260 West Exchange Street
Suite 300
Providence, RI

Attention: Mr. Shawn Syde P.E.

Quote # 2018-BOS-0006

RE: Front Street Pump Station-New Bedford MA

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment, for the above project, as referenced in Section 11317.

<table>
<thead>
<tr>
<th>Pumps &amp; Accessories</th>
</tr>
</thead>
<tbody>
<tr>
<td>(3) Flygt submersible pump Model FP-3127.390, equipped with a 460 Volt / 3-phase / 60 Hz, 10.0 HP 1,720 RPM motor, MT-438 impeller, 50 Ft. length of submersible cable, and FLS leakage detector.</td>
</tr>
<tr>
<td>(3) 6&quot; Cast Iron Discharge Connection</td>
</tr>
<tr>
<td>(3) 2&quot; Stainless Steel Upper Guide Rail Brackets (guide rails to be provided by others)</td>
</tr>
<tr>
<td>(3) Mini-CAS and Socket Assemblies (for inclusion in the control panel by others)</td>
</tr>
<tr>
<td>(1) Start up, troubleshooting assistance, training by Flygt Service Technician.</td>
</tr>
<tr>
<td>(3) Basic Repair Kits</td>
</tr>
<tr>
<td>(1) 438-MT Impeller</td>
</tr>
<tr>
<td>(1) Wear Plate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Standard O&amp;M manuals.</td>
</tr>
<tr>
<td>• Each pump will be provided with factory certified testing to HI standards:</td>
</tr>
<tr>
<td>• Plotted testing</td>
</tr>
<tr>
<td>• Hydrostatic Testing</td>
</tr>
</tbody>
</table>
Clarifications & Exclusions (to be provided by others)

- Guide Rails, -Hoist or Lifting equipment/cables/chain, valves (other than ball check, and flush valve if option is selected), piping, gauges, hatches, anchors, bolts/hardware, brackets/supports, and any item not specifically mentioned herein.
- Interconnecting conduit, junction boxes, wire and other miscellaneous wiring materials.
- Site installation, field testing, tools & wiring.
- Flygt's scope for testing shall be limited to provide non-witness factory certified pump curves and Hydrostatic testing. All other testing requirements, and/or anchorage & seismic calculations, shall be provided by others.
- In the event that the equipment herein is not immediately installed, it is understood that they will be safely stored in a clean, dry and temperature controlled facility.

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement.

Purchase Order: Please make purchase orders out to: Xylem Water Solutions USA, inc.

Freight Terms: 03 DAP – Delivered At Place 08 – Jobsite (per IncoTerms 2010)

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shipment Shortage /Damage: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: PP/Add Order Position.
Terms of Payment: 50% N30 after invoice date, 10% N30 after start up

Validity: This Quote is valid for ninety (90) days, unless extended in writing by Flygt.

Pay when Paid: Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Ship To: TBD; shipping costs are included within the above proposed price.

Lead Time: Submittals will be supplied X weeks after order acceptance.
Delivery lead times are X weeks after receipt of submittal approval and order acceptance.

Thank you for the opportunity to provide this quotation.
Please contact me if you need additional information or have any questions; call any time.
Sincerely,

FLYGT
a xylem brand
Michael D. Pacillo
Direct Sales
Cell: 401-644-8300
mike.pacillo@xyleminc.com
Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at [http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx](http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx) and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

**Purchase Order:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

**Proposal Acceptance:**

Name (Please Print):

Signature:

Purchase Order #:

Date:

**BILL TO:**

Company/Utility:

Address:

City/State/Zip:

Attention:

Phone:

Email:

Fax:

**SHIP TO:**

Company/Utility:

Address:

City/State/Zip:

Attention:

Phone:

Email:

Fax:
ATTACHMENT 13300-A
SPARTAN INTEGRATED SYSTEMS
QUOTE
(FRONT STREET PUMPING STATION
MERRIMAC STREET PUMPING STATION)
SPARTAN INTEGRATED SYSTEMS, INC.

63 Mellen Ave.
Somerset, MA 02726
(401) 556-4771

To: Shawn T. Syde, P.E.
260 West Exchange Street, Suite 300
Providence, RI 02903
Phone - (401) 751-5360
Fax - (401) 274-2173
CDM Smith

Spartan Integrated Systems is pleased to offer the following Engineering/Programming services for the Front St. Pump Station.

Note A: Operation and Control of the Control Panel has been predesigned by Spartan & The City of New Bedford.

Note B: Price based on List (-A-) Parts List, If parts or Material changes price will change accordingly.

Items Provided:
1 Main Control Panel
1 SCADA Control Panel
1 Provided Equipment ( Per List ) (-A-)

Pump Station: Front St.
1 36 X 48 X 10 Enclosure
1 PLC
1 OIT 8 inch Color
1 Programming (TBD)

**Items to be Controlled and Monitored:**

3 pumps  
Alt. 123, 231, 132,  
H, O, A per pump  
Secondary Alarms from other Sources  
Tank level (Well 1) for pump level control  
Missions System to be mounted remotely dry contacts to be supplied from control panel for alarming.

Terms: 50% Down, 50% Upon Completion

**Total: $52,200 Panel and Provided Instrumentation**

Make check payable to: SPARTAN INTEGRATED SYTEMS, INC.  
63 Mellen Ave.  
Somerset, MA 02726

Sincerely,
Krestofas James Jabterakes

Approved By:
<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>SPARTAN SPEC. SECTION</th>
<th>VENDOR</th>
<th>PART#</th>
</tr>
</thead>
<tbody>
<tr>
<td>GREYLENE DOPPLER FLOW METER</td>
<td>1</td>
<td>15.0</td>
<td>CARL LAUDERS</td>
<td>DFM S.1</td>
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<tr>
<td>FLGATS</td>
<td>2</td>
<td>16.0</td>
<td>SEPTIC SOLUTIONS (USA BLUEBOOK)</td>
<td>20A013(SERIES)</td>
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<tr>
<td>FLOOD SWITCH WATER BUG</td>
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<td>17.0</td>
<td>WINLAND ELEC.</td>
<td>WB-200</td>
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<td>KPSI 705 LEVEL SENSOR</td>
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<td>KPSI (USA BLUEBOOK)</td>
<td>705S1448B020.000000.0000100050A</td>
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<td>CT (CURRENT TRANSFORMERS)</td>
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<td>19.0</td>
<td>VERIS INDUSTRIES</td>
<td>Part# H221 0-100AMPS 4-20MA</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Part# AH06 Mounting Bracket</td>
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<tr>
<td>MISSIONS</td>
<td>1</td>
<td>20.0</td>
<td>HAYES PUMP</td>
<td>MISSION MYDRO (NEW VER.)</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16 DIGITALS SPARES</td>
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<tr>
<td>SPARTAN SCADA COMM PANEL</td>
<td>1</td>
<td></td>
<td>SPARTAN</td>
<td>COMM PANEL</td>
</tr>
<tr>
<td>SPARTAN PUMP CONTROL PANEL</td>
<td>1</td>
<td></td>
<td>SPARTAN</td>
<td>CONTROL PANEL</td>
</tr>
</tbody>
</table>
SPARTAN INTEGRATED SYSTEMS, INC.

63 Mellen Ave.
Somerset, MA 02726
(401) 556-4771

To: Shawn T. Syde, P.E.
   260 West Exchange Street, Suite 300
   Providence, RI 02903
   Phone - (401) 751-5360
   Fax - (401) 274-2173
   CDM Smith

Spartan Integrated Systems is pleased to offer the following Engineering/Programming services for the Marrimac St. Pump Station.

Note A: Operation and Control of the Control Panel has been predesigned by Spartan & The City of New Bedford.

Note B: Price based on List (-B-) Parts List, If parts or Material changes price will change accordingly.

Items Provided:

1 Main Control Panel

1 Provided Equipment (Per List) (-B-)

Pump Station: Front St.

1 36 X 36 X 12 Enclosure

1 PLC

1 OIT 6 inch Color

1 Programming
**Items to be Controlled and Monitored:**

3 pumps  
Alt. 123,231,132,  
H,O,A per pump  
Tank level (Well 1) for pump level control  
Missions System to be mounted remotely dry contacts to be supplied from control panel for alarming.

Terms: 50% Down, 50% Upon Completion

**Total: $21,500 Panel and Provided Instrumentation**

Make check payable to: SPARTAN INTEGRATED SYSTEMS, INC.  
63 Mellen Ave.  
Somerset, MA 02726

Sincerely,

Krestofas James Jabberakes
# MERRIMAC ST LIST (-B-)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY.</th>
<th>SPARTAN SPEC. SECTION</th>
<th>VENDOR</th>
<th>PART#</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLOATS</td>
<td>2</td>
<td>16.0</td>
<td>SEPTIC SOLUTIONS ( USA BLUEBOOK)</td>
<td>20A013 ( SERIES)</td>
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<tr>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>KPSI 705 LEVEL SENSOR</td>
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<td>18.0</td>
<td>KPSI ( USA BLUEBOOK)</td>
<td>705S14C4B020.000000.000B10050A</td>
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<tr>
<td></td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MISSIONS</td>
<td>1</td>
<td>20.0</td>
<td>HAYES PUMP</td>
<td>MISSION MYDRO ( NEW VER.)</td>
</tr>
<tr>
<td>SPARTAN PUMP CONTROL PANEL</td>
<td>1</td>
<td></td>
<td>SPARTAN</td>
<td>CONTROL PANEL</td>
</tr>
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</table>
CITY OF NEW BEDFORD, MASSACHUSETTS
WASTEWATER SYSTEM IMPROVEMENTS
FRONT STREET PUMPING STATION AND MERRIMAC STREET PUMPING STATION REHABILITATION PROJECT

PLAN

SECTION

DETAIL

FRONT STREET PUMPING STATION
WET WELL AND VALVE VAULT
PLANS AND SECTIONS

M-2
FRONT STREET PUMPING STATION
ELECTRICAL DEMOLITION
PHOTOS II

CONTROL ROOM PLATFORM - EL 12.50 DEMOLITION
PHOTO 7

PUMP ROOM - EL -10.00 DEMOLITION
PHOTO 8

PUMP ROOM TOP VIEW - EL -10.00 DEMOLITION
PHOTO 9

PUMP ROOM CEILING DEMOLITION
PHOTO 10