#### Addendum No. 2 to IFB 25-03



# CITY OF SOMERVILLE, MASSACHUSETTS Department of Procurement and Contracting Services KATJANA BALLANTYNE MAYOR

To: All Parties on Record with the City of Somerville as Holding IFB 25-03 Catch Basin Cleaning for the City From: Sonia Castro Date: 8/15/2024 **Re: Revised Scope Revised Form for General Bid Revised Price Forms** Q&A Addendum No. 2 to IFB 25-03 Please acknowledge receipt of this Addendum by signing below and including this form in your bid package. Failure to do so may subject the proposer to disqualification. NAME OF COMPANY / INDIVIDUAL: -----ADDRESS: -----CITY/STATE/ZIP: TELEPHONE/FAX/EMAIL: -----SIGNATURE OF AUTHORIZED INDIVIDUAL: -----**ACKNOWLEDGEMENT OF ADDENDA:** 

Addendum #1 #2 #3 #4

#### Addendum No. 2 to IFB 25-03

Dear Bid holders,

### This addendum #2 was issued to provide the following:

Revised Scope, Revised Form for General Bid, Revised Price Form, and answers to your questions (Q&A).

### **Revised Scope:**

The scope has been revised to:

- -Ensure clarity
- -Confirm that parking signs will be provided by the City at no cost
- Add that a certified letter from the disposal site will be required upon contract award
- To confirm and state that Bid costs shall include: equipment, oil and gas costs, delivery to and from job site, and any other incidental expenses.

### **Revised Form for General Bid:**

The Form for General Bid has been revised to state:

Prices are to include delivery, cost of fuel, labor, materials, equipment, tools, hauling and disposal, and all other charges related to the services listed below.

### **Revised Price Form**;

The Price Form has been revised to provide space for you to list the type of equipment you will use.

#### **Important:**

For your convenience, the revised items are underlined in red font.

It is the responsibility of each bidder to familiarize themselves with the entirety of the revised scope, and bid based on the revised scope.

### **Q&A:** Answers to your questions:

### The following are the questions we received, and answers provided:

Q1. Within the "scope of work" description beginning on page 86 of 89 it states the catch basins are to be cleaned using a truck mounted vacuum excavator or an orange peel bucket and each bidder is responsible to state the method they will employ. On the same page, paragraph 4 of the method of operations states that the depth of materials remaining after cleaning each catch basin may not exceed 2.0 inches.

Q1a. An orange-peel bucket truck will leave as much as 12.0 inches of sediment behind after cleaning, a vacuum truck will leave around 2.0 inches behind after cleaning, can you please clarify which method is preferred to conform with paragraph 4, vacuum excavation or orange peel?

**A1a**. A vacuum truck is the preferred method of catch basin cleaning.

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| Q1b | . We were u    | nable to | locate the | location | for us to | state | equipment | method t | to be use | ed on the | e bid | form, | can |
|-----|----------------|----------|------------|----------|-----------|-------|-----------|----------|-----------|-----------|-------|-------|-----|
| you | please clarify | y?       |            |          |           |       |           |          |           |           |       |       |     |

- A1b. Please see the attached revised price form for the location to specify equipment.
- **Q2**. Paragraph 9 states the contractor will be responsible to purchase "no parking" signs from the City at the cost of \$1.00 per sign.
- **Q2a.** On previous IFB's we have seen "no-parking" signs set as a reimbursable allowance, can one be added to this IFB?
- A2a. The City will provide the "No Parking" signs at no additional cost to the contractor.

Bidders are hereby informed that Bid Documents for IFB 25-03 have been modified, corrected, and/or supplemented as per this Addendum No. 2, and will become part of the Contract Documents.

Scroll down for Revised Docs.

# IFB#25-03 Catch Basin Cleaning for the City Revised Scope of Work

# **Background**

The work done under this contract shall be the:

- Cleaning of catch basins and hydrodynamic separator units to remove sediment and debris. Cleaning, removal, hauling, and disposal of cleaning material shall be performed with the necessary operator machine.
- Collecting and reporting data from the cleaning using a tablet or smartphone.

### **Catch Basin Cleaning**

There are approximately 500 catch basins in the municipal separate storm sewer system (MS4) area of the city. The work to be performed shall consist of furnishing all labor, tools, and equipment necessary to attain access to and thoroughly clean the City's catch basins, and report measurements of material taken out of each basin through a tablet with beginning height of material, ending height of material, and lowest invert heights measured from the top of the grate. Additionally, this tablet entry shall be performed using a field data collection online application to which the City will provide access. The entire structure is to be cleaned, which includes knocking in and cleaning the side of the structures. Catch basins are to be cleaned on an individual basis by means of either a truck mounted vacuum excavator or a truck mounted "orange peel" type bucket. The bidder shall state in their proposal and completed price form the method(s) they will employ. All other work necessary for the satisfactory completion of the proposed work shall likewise be included.

### **Method of Operations**

- 1. The Contractor shall be responsible for the removal of all catch basin grates and any other castings necessary to provide adequate clearance for their equipment. Upon completion of cleaning, the grate cover must seat properly.
- 2. Grate covers will not be removed in advance and all open structures must not be left unattended.
- 3. Highway Safety Devices shall be utilized at all times, including but not limited to, flashing lights, arrows, beacons, traffic cones, etc in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- 4. Each structure is to be thoroughly cleaned down to the bottom of the walls or to the masonry base including all pipe or culvert openings visible in the structure. Level depth of material remaining may not exceed two (2.0) inches.
- 5. The Contractor shall mark each structure with a dot of spray paint to indicate completion of cleaning.
- 6. The Contractor is responsible for temporary and permanent transfer and disposal of catch basin debris according to all applicable federal, state, and local ordinances and regulations. A certified letter from the disposal site will be required upon contract award. No temporary storage of catch basin debris is allowed within the City limits.
- 7. The Contractor is responsible for all spilled debris. If a spill is not addressed, within the workday it occurred, then the City will clean it at the Contractor's expense.
- 8. The Contractor will be responsible for obtaining a tablet with internet network access that will report to the City's online software system all measurements of materials and inlet/outlet locations. There is no software purchase or additional cost for the use of the online system.
- 9. The Contractor will be responsible for obtaining "No Parking" signs from the City at no additional cost, posting the signs at least 48 hours in advance of the planned catch basin cleaning work, and contacting

Constituent Services (3-1-1) after the signs have been posted, to start the 48-hour countdown for enforcement.

### **Hydrodynamic Separators Cleaning**

There are approximately 15 hydrodynamic separator units within the municipal separate storm sewer system (MS4) area of the city. The work to be performed shall consist of furnishing all labor, tools, and equipment necessary to attain access to thoroughly clean the City hydrodynamic separators and report measurements of material taken out of each system through a tablet. These measurements should be taken by using a stadia rod or similar measuring device. One measurement should be taken from the manhole opening to the top of the sediment pile, gently as to not push finer particles aside and get an inaccurate reading. The other measurement should be taken from the manhole cover to the water surface. Additionally, this tablet entry shall be performed using a field data collection online application to which the City will provide access. The entire structure is to be cleaned, which includes knocking in and cleaning the side of the structures. Hydrodynamic separator systems are to be cleaned on an individual basis by means of a truck mounted vacuum excavator. Cleaning should happen during dry weather conditions with no flow entering the system. All other work necessary for the satisfactory completion of the proposed work shall likewise be included.

### **Method of Operations**

- 1. The Contractor shall be responsible for the removal of all manhole covers and any other castings necessary to provide adequate clearance for their equipment. Manhole covers should be properly seated after cleaning to prevent inflow of runoff into the system.
- 2. Manhole covers will not be removed in advance and all open structures must not be left unattended.
- 3. Highway Safety Devices shall be utilized at all times, including but not limited to, flashing lights, arrows, beacons, traffic cones, etc in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- 4. Each structure is to be thoroughly cleaned down to the bottom of the walls or to the masonry base including all pipe or culvert openings visible in the structure. Level depth of material remaining may not exceed two (2.0) inches.
- 5. The Contractor shall mark each structure with a dot of spray paint to indicate completion of cleaning.
- 6. The Contractor is responsible for temporary and permanent transfer and disposal of the debris according to all applicable federal, state, and local ordinances and regulations. A certified letter from the disposal site will be required upon contract award. No temporary storage of debris is allowed within the City limits.
- 7. The Contractor is responsible for all spilled debris. If a spill is not addressed, within the workday it occurred, then the City will clean it at the Contractor's expense.
- 8. The Contractor will be responsible for obtaining a tablet with internet network access that will report to the City's online software system all measurements of materials and inlet/outlet locations. There is no software purchased or additional cost for the use of the online system.
- 9. The Contractor will be responsible for obtaining "No Parking" signs from the City at no additional cost, posting the signs at least 48 hours in advance of the planned catch basin cleaning work, and contacting Constituent Services (3-1-1) after the signs have been posted, to start the 48-hour countdown for enforcement.

The work to be performed shall be in accordance with all applicable federal, state, and local ordinances and regulations.

### **Equipment, Labor, and Materials**

The Contractor shall provide all Equipment necessary to perform the cleaning in a safe, efficient, and cost-effective manner. Bid costs shall include: equipment, oil and gas costs, delivery to and from job site, and any other incidental expenses.

The Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all facilities and incidentals necessary for the completion of work. Storage of the aforementioned is the full responsibility of the Contractor, and use of City premises, including but not limited to streets, sidewalks, parking lots, and storage yards, is prohibited without the express written consent of The Water and Sewer Department.

### **Contractor's Daily Report**

The Contractor shall report each day to the Director of Water and Sewer (Director), or their designee, the location and exact number of catch basins cleaned that day on a street-by-street basis. Should a structure appear to be virtually free of sand and debris when opened it shall be noted as clean and shall NOT be included in the bill for payment for structures cleaned under this contract. Castings found broken or other damage noted by the Contractor, shall likewise be reported to the Director or their designee, on a weekly basis, as well as any structure that is too small to allow entry of the necessary equipment.

### **Payment**

Bills will be accepted on a bi-weekly basis from the time work has begun until completed. Each bill rendered shall indicate the total number of structures cleaned to date, less a credit for the total number previously billed, thus defining a balance due to date. Payment of individual bills will be made upon verification and acceptance of the work as defined thereon. Payment shall be made at the unit price bid per structure and shall constitute payment in full for all related work under this contract.

### **Time of Beginning and Completing Work**

The Contractor shall begin active operations in good faith under this contract as soon as practicable after the signing of the contract, and shall diligently and faithfully execute the work so that it will be completed prior to August 25, 2025 for this fiscal year. The City reserves the right to renew this contract for an additional two years. In that case, work under this contract shall be completed by August 25, 2026 and August 25, 2027 per year.

#### **Experience**

The Company shall have been established in the catch basin cleaning field for at least five (5) years. References must be supplied upon request.

### **Contract Requirements**

- A copy of the Company's safety manual must be submitted with the bid.
- The contractor shall submit a list of equipment owned by the Contractor and available for this contract.

#### IFB#25-03

# **SECTION 3.0**

## REVISED FORM FOR GENERAL BID

The undersigned proposes to furnish all labor and materials required for: Catch Basin Cleaning for the City

The bidder certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville

- The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than 08/19/2024 at 11:00AM EST
- If the **awarded** vendor is a Corporation a "Certificate of Good Standing" (produced by the Mass. Sec. of State) must be furnished with the resulting contract (see Section 4.0.)
- Awarded Vendor must comply with Living Wage requirements (see Section 4.0; only for services)
- **Awarded Vendor** must comply with all applicable laws, including but not limited to the <u>Somerville Wage Theft</u> Ordinance.
- Awarded Vendor must comply with insurance requirements as stated in Section 4.0.
- The Chief Procurement Officer reserves the right to accept or reject any or all bids and/or to waive any informality if in their sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed bid package.

#### **Notes:**

- Please quote the following items. Prices are to include delivery, cost of fuel, labor, materials, equipment, tools, hauling and disposal, and all other charges related to the services listed below. Prices shown shall include all services herein with disposal of catch basin debris at a non-City owned site at contractor's expense. Prices are to remain the same for the entire contract period.
- Estimates are given for the calculation purpose only and may change. In any case, unit price will govern.
- The number of catch basins is an estimate only. The City of Somerville does not guarantee all catch basins will be approved for cleaning on a yearly basis. Cleanings will be approved according to budget availability and guidelines.
- For Additional Supplies that are not listed on the Equipment List that may be needed to complete necessary repairs will be provided by the contractor and charged directly to the City by the contractor at a 10% markup.
- The contractor will apply the "Total % of Profit and Overhead" to mark-up any materials or subcontractors utilized on the contract.

### **Revised Price Form**

| Item Description                              |           | Year 1    |             |       | Year 2      | Year 3    |                  |  |
|---|-----------|-----------|-------------|-------|-------------|-----------|------------------|--|
|   |           | 2024-2025 |             | 20    | )25-2026    | 2026-2027 |                  |  |
|   | Estimated |           | Total Price |       | Total Price |           | Total Price Unit |  |
|   | Quantity  | Unit      | Unit Price  | Unit  | Unit Price  | Unit      | Price            |  |
|   |           | Price     | X           | Price | X           | Price     | X                |  |
|   |           |           | Estimated   |       | Estimated   |           | Estimated        |  |
|   |           |           | Quantity    |       | Quantity    |           | Quantity         |  |
| Catch Basins                                  | 500       | \$        | \$          | \$    | \$          |           | \$               |  |
| Hydrodynamic separators 15                    |           | \$        | \$          | \$    | \$          | \$        | \$               |  |
| Annual Price (Sum of the teach item per year) | \$        |           | \$          |       | \$          |           |                  |  |
| Total 3 Year Price                            | \$        |           |             |       |             |           |                  |  |
| Annual Price Year 1 + Ann                     |           |           |             |       |             |           |                  |  |
| Year 2 + Annual Price Yea                     |           |           |             |       |             |           |                  |  |

### **Equipment List:**

Q1. What equipment method(s) will be used for the catch basin cleaning:

A1.

(*If applicable*) The contract price does not include the items listed on the attached "Bid Form for Alternates;" the bidder understands that the project construction cost estimate provided by the City is inclusive of all the work described in this form.

The undersigned agrees that, if he is selected as general contractor, he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond (as indicated in the "Key Project Information" section on the 2nd page of this bid), each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor 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.

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; 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 he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the 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 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.

The Undersigned Bidder certifies under the penalties of perjury that:

- (1) Pursuant to M.G.L. c. 62C, §49A, to the best of the signatories knowledge and belief, that the Undersigned Bidder is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b); and,
- (2) the Federal Employer Identification Number (EIN) of the Bidder is:

| except:   |        |  |  |  |  |  |  |
|---|--------|--|--|--|--|--|--|
| in which case the reasons for rejection were as follows:  |        |  |  |  |  |  |  |
|   |        |  |  |  |  |  |  |
| The Undersigned Bidder certifies under penalties of perjury that the Bidder will comply with all applicable laws, including City of Somerville ordinances that include but are not limited to: <a href="living wage ordinance">living wage ordinance</a> , ordinance to protect vulnerable road users, responsible employer ordinance, and ordinance to protect against wage theft.  As a condition of this bid, the bidder hereby certifies that neither the bidder nor any of the bidder's subcontractors have been subject to a criminal or civil judgment, administrative citation, final administrative determination, order, or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, or 29 U.S.C. § 201 et seq. within five years prior to bid submission.   |        |  |  |  |  |  |  |
| In the alternative, the Bidder hereby discloses a criminal or civil judgment, administrative citation, administrative determination, or debarment, within five years prior to bid submission. Included with the Bid is a copy of the same, in addition to documentation demonstrating that all damages, fines, costs, and fees have been paid.  |        |  |  |  |  |  |  |
| The Undersigned Bidder has submitted all requested referenced information on the Reference Form.  |        |  |  |  |  |  |  |
| The Undersigned Bidder understands that the contractor and subcontractors will be required to pay prevailing wages to laborers and mechanics, and that if the Undersigned's bid is significantly below the average bid, the Awarding Authority may require the Bidder to substantiate that the bid is based on payment of wages at prevailing rates.  The Undersigned Bidder certifies that it can achieve substantial and final completion by the dates notes in Section 2.2, herein,  |        |  |  |  |  |  |  |
| unless otherwise noted in the Notice to Proceed as delivered to the awarded vendor.   |        |  |  |  |  |  |  |
| Should certain additional work be required, or should the quantities of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the City, unit prices listed on the attached "Unit Price Form" shall at the option of the City be the basis of payment to the Contractor or credit to the City, for such increase or decrease in the work. The unit prices shall represent the exact net amount per unit to be paid the Contractor (in the case of addition or increase) or to be refunded the City (in the case of decrease). Contractually noted adjustments will be allowed for overhead, profit, insurance or other direct or indirect expenses of the Contractor or Subcontractors.  The unit prices shall include cost of fuel, all labor, materials, equipment, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the provisions of the General Conditions governing changes in the work. |        |  |  |  |  |  |  |
| Executed this day of  | , 20 . |  |  |  |  |  |  |
| Name of Company/Individual:   |        |  |  |  |  |  |  |
| Address Chr Chrt 75   |        |  |  |  |  |  |  |
| Address, City, State, Zip:  |        |  |  |  |  |  |  |
| Tel#  | Email: |  |  |  |  |  |  |
| Name and Title of Person Signing  |        |  |  |  |  |  |  |
| Signature of Authorized Individual  |        |  |  |  |  |  |  |
| Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your bid package. Failure   |        |  |  |  |  |  |  |
| to do so may subject the proposer to disqualification.  |        |  |  |  |  |  |  |
| ACKNOWLEDGEMENT OF ADDENDA:   |        |  |  |  |  |  |  |
| Addendum #1 #2 #3 #4 #5 #6 #7 #8 #9 #10   |        |  |  |  |  |  |  |
|   |        |  |  |  |  |  |  |

The Undersigned Bidder certifies under penalties of perjury that the Bidder is not presently debarred from doing federal or state public construction work, that the Bidder has not had its low bid rejected by any municipality in the previous two years,