

**SECONDARY CLARIFIER MECHANICAL UPGRADES
BID NO. RFP 24-28
ROCHESTER, NH**

ADDENDUM NO. 1

To be considered as part of the specification for the Secondary Clarifier Mechanical Upgrades,
Bid No. RFP 24-28.

SPECIFICATIONS

1. In Specification Section C-200:

DELETE Paragraph 8.03 in its entirety and **REPLACE** with the following:

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released

2. In Attachment II, II.1, Bid Proposal Form, Paragraph IX:

DELETE the following:

“No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the City of Rochester.”

And **REPLACE** with the following:

“No bid shall be withdrawn for a period of (90) ninety days subsequent to the opening of bids without the consent of the City of Rochester.”

3. **DELETE** Specification Section SC-410, *Bid Form*, in its entirety and **REPLACE** with SC-410 *Bid Form Addendum No. 1*, attached.
4. **DELETE** Specification Section 01 20 05, *Measurement and Payment*, in its entirety and **REPLACE** with Specification 01 20 05, *Measurement and Payment Addendum 1* attached.
5. In Specification Section 46 43 83:

DELETE paragraph 2.01.A in its entirety and **REPLACE** with the following:

- “A Launder cleaners shall be as manufactured by Ford W. Hall Co., modified to meet the specification requirements, or
B. Approved equal, modified to meet the specification requirements.”

END OF ADDENDUM 1

BY ORDER CITY OF ROCHESTER, NH

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**SC-410
BID FORM**

SECONDARY CLARIFIER UPGRADES

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Rochester, NH
31 Wakefield Street
Rochester, NH 03867

Bids shall be marked:

“Sealed Bid, WWTF Secondary Clarifier Mechanical Upgrades, Bid No. 24-28”

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 BID ITEMS

A. Bidder acknowledges the following Work will be the basis of bid .

- Construction of the Secondary Clarifier Upgrades as detailed in the project documents.
- Bid items shall include all surface restoration work and incidental work in the above locations.

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

BID ALTERNATE No. 1

Provide clarifier equipment as specified in 304 SS.

Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
A1	Construct Secondary Clarifier Upgrades with 304 SS – Three Clarifiers	1	LS		
	Total Bid	\$			

BID ALTERNATE No. 2

Provide clarifier equipment as specified in 316 SS.

Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
A2	Construct Secondary Clarifier Upgrades with 316SS – Three Clarifiers	1	LS		
	Total Bid	\$			

BID ALTERNATE No. 3

For Bid Alternate 3, provide the *incremental* ADD or DEDUCT cost to supply equipment manufactured by Ford-W. Hall, Co. as specified in Specification Section 46 43 83. The incremental cost is the cost to provide equipment from a named manufacturer minus the

cost of the equipment carried in the base bid. If the result is a positive number, the incremental cost will be an ADD and if the result is a negative number, the incremental cost will be a DEDUCT.

Provide the name of the manufacturer carried in the base bid:

Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
A3	Provide Ford-W. Hall, Co. brush-type circular clarifier launder cleaners as specified in Section 46 43 83	3	Each		
	Total Bid	\$			

BID TOTALS:

- A. Bid Alternate A1 \$ _____
- B. Bid Alternate A1 plus Bid Alternate A3 \$ _____
- C. Bid Alternate A2 \$ _____
- D. Bid Alternate A2 plus Bid Alternate A3 \$ _____

BASIS OF AWARD

The bid, if awarded, will be awarded to the lowest responsible bidder based on Bid Alternate No. 1, Bid Alternate No. 2 and Bid Alternate No. 3 or a combination thereof.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete on or before **October 31, 2025**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 30, 2025**.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The BIDDER hereby certifies, by checking the boxes below, that the following documents are included with this bid proposal:

- Required Bid security;
- List of Proposed Subcontractors;
- List of Proposed Suppliers;
- List of Project References;
- Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; and
- Required Bidder Qualification Statement with supporting data.

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: _____

Required Bidder Qualification Statement

The Bidder shall state below what works of a similar character to that of the proposed contract he has performed, and provide such references as will enable the Owner to judge his experience, skill, and business standing.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets.

1. Name of Bidder.
2. Permanent Main Office address.
3. When organized?
4. Where incorporated?
5. Is bidder registered with the Secretary of the State to do business in New Hampshire?
6. For how many years has your firm engaged in the contracting business under its present name?
Also state names and dates of previous firm names, if any.
7. Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded you in the scheduled contract time, including approved time extensions? ___(Yes) ___(No).
If so, where and why?
10. Have you ever defaulted on a contract? ___(Yes) ___(No).
If so, where and why?
11. Have you ever had liquidated damages assessed on a contract? ____ (Yes) ____ (No).
If so, where and why?

12. Has your firm ever been issued a letter of Contract Termination by an Owner? If yes, provide Owner reference and name of project.

13. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.

14. List your major equipment available for this contract.

15. List your key personnel such as Project Superintendent and foreman to be assigned to this contract.

16. List any subcontractors whom you will use on this project:

17. With what banks and bonding/surety companies do you conduct business?

Bank: _____

Bank Reference Name: _____

Bank Reference Phone Number: _____

Bonding/Surety Company: _____

Bonding/Surety Company Reference Name: _____

Bonding/Surety Company Phone Number: _____

Do you grant the Engineer permission to contact this (these) institutions? ___(Yes) ___(No)

NOTE: Bidders may be required to furnish their latest financial statement as part of the award process.

Respectfully submitted:

_____	_____
Signature	Address
_____	_____
Title	Date

_____ Being duly sworn, deposes and says that he is

_____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My commission expires _____

(Seal - If BID is by Corporation)

ATTEST: _____

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SECTION 01 20 05

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 SCOPE

A. MEASUREMENT AND PAYMENT

Bid Items shall be lump sums or unit prices as indicated, complete and paid for on the basis of percentage of completion, or quantities of work performed as specified herein and in accordance with paragraph 1.05.

1.02 PAYMENT

A consistent Payment application form shall be used by the Contractor to request payment. The application for payment shall be submitted at the end of each month and shall cover work completed in the preceding month time period.

1.03 DESCRIPTION OF BID ITEMS

A. GENERAL

1. Bid Items are presented to indicate major categories of the work for purposes of comparative bid analyses and payment breakdown for monthly progress payments. Bid Items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.
2. Measurement and payment for the Base Bid work will be based on the portion of the work completed and accepted at the lump sum bid cost or unit prices.

3. PAYMENT ITEMS

ITEM DESCRIPTION

1. Construction of the Secondary Clarifier Upgrades 304 SS (Bid Alt 1)
2. Construction of the Secondary Clarifier Upgrades 316 SS (Bid Alt 2)
3. Provide equipment specified in Section 46 43 83 manufactured by Ford W. Hall, Co.

1.04 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The methods of measurement and basis of payment for the Payment Items listed above are specified in the following section.

A. BID ITEM	DESCRIPTION	PAY UNIT
Bid Alt 1	Construction of Secondary Clarifier Upgrades – 304 SS	Lump Sum
	<i>OR</i>	
Bid Alt 2	Construction of Secondary Clarifier Upgrades – 316 SS	Lump Sum
Bid Alt 3	Provide equipment specified in Section 46 43 83 manufactured by Ford W. Hall, Co.	Lump Sum

1. Measurement: The Work of this section shall be measured on a Lump Sum basis based on the amount of work performed for the construction of the Secondary Clarifier Upgrades. The payable quantity will be for the percentage of work performed and shall include all the work as shown in the Contract Documents: mobilization, demolition, new stair with railing, supply of the new mechanical parts of the clarifier and installation, cleaning and pressure washing, electrical, equipment startup, systems training, demobilization, and closeout. And all the work mentioned in the section 01 11 00 Summary of Work.

2. Payment: The Work of this section shall be paid for at the Lump Sum price under Bid Alt 1 - " Construction of Secondary Clarifier Upgrades – 304 SS" or Under Bid Alt 2, "Construction of Secondary Clarifier Upgrades – 316 SS."

If selected by the Owner, payment will also include the incremental Lump Sum price under Bid Alt 3, Provide equipment specified in Section 46 43 83 manufactured by Ford W. Hall, Co ".

1.05 CONTRACTOR'S COST BREAKDOWN

A. For work to be performed for a lump sum amount, the Contractor shall submit a cost breakdown to the Owner and Engineer prior to the first payment and within ten (10) days after Notice to Proceed. The cost breakdown, as agreed upon by the Contractor and the Engineer, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a cost fairly apportioned to each item. Mobilization, overhead, bond, insurance, other general costs and profit shall be prorated to each item so that the total of the prices for all items equal the lump sum price. At the discretion of the Engineer, mobilization, bond and insurance costs may be provided for separately if accompanied by invoices to verify actual expenses. The cost breakdown shall not be considered in determining payment or credit for additional or deleted work.

- B. The cost breakdown shall be generally in the same format as the Contract Specifications divisions and subdivisions, with major items of work listed individually. The cost breakdown shall be by structure, civil, landscaping, or other logical division of work. The cost breakdown for architectural, structural, mechanical, and electrical work shall include separate items for identifiable portions of the structures. The cost breakdown shall include separate allowances for any testing and startup work required. Measurable approximate quantities of work performed by the Contractor or its subcontractors shall be provided. For quantities that are the sum total of several individual quantities, backup summaries shall be provided which list the individual descriptions and quantities. These summaries then will be used to determine the quantities of work in place in subsequent partial payment requests.
- C. The above is a statement of the intent of the Contract Documents to provide a moderate level of detail, acceptable to the Engineer, to allow a fair and reasonable estimate to be made of the value of work installed. The detail of the cost breakdown must be sufficient to provide timely processing of the monthly partial payment request.
- D. The cost breakdown will be subject to the approval of the Engineer, and upon request, the Contractor shall substantiate the cost for any or all items and provide additional level of detail, including quantities of work. The cost breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payments. The Engineer shall be the sole judge of the adequacy of the cost breakdown.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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