



The **TOWN OF NORWOOD**

Commonwealth of Massachusetts

**GENERAL MANAGER**  
Tony Mazzucco

**ASSISTANT  
GENERAL MANAGER**  
Michael Rosen

OCTOBER 27, 2021

**ADDENDUM #2**

CONTRACT ID: NGM-22-04

PROJECT: Removal of Traphole Brook Dam - RE-BID

OPENING DATE: November 1, 2021 @ 11:00 A.M.

The following changes are hereby incorporated into the bid specifications:

Very truly yours,

Michael Rosen  
Assistant General Manager

MR:mms

**THIS FORM IS TO BE SIGNED AND RETURNED WITH YOUR BID**

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME OF AUTHORIZED OFFICIAL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ DATE: \_\_\_\_\_

## ADDENDUM NO. 2

To

### **Mill Pond Dam Removal and Traphole Brook Restoration Project NORWOOD, MASSACHUSETTS**

October 27, 2021

This Addendum serves to notify Bidders of the following additions/revisions and clarifications to the Contract Documents as a result of Requests for Information (RFIs) received until October 27, 2021.

#### **1. QUESTIONS AND THE CORRESPONDING ANSWERS:**

*Q: Under what pay item is the removal of the masonry abutment, weir spillway, stone wall, and masonry abutment paid? Are preliminary quantities available for this work?*

A: Material to be removed to an off-site disposal location shall be paid under 'Earthwork - Off-Site Disposal'. Preliminary quantities are provided in the Appendix E, clarification for bidders (letter). As described in Appendix E, a proportion of this material may be reused as boulders and as streambed material within the channel.

*Q: There is not enough room on site to stockpile the 7,660 tons of excavated streambed material to allow for it to decant and to be sampled/tested prior to disposal, and landfills will not accept wet material. Does the town have a location close to the project that can be used for this process?*

A: There is no Town location close to the project site that is available for this purpose. Locations within the limits of disturbance, including the footprint of the pond, may be used to aid in dewatering as long as the permit conditions for sediment and erosion controls are met. The access road and sewer easement can also be used within the limits of disturbance. It is up to the contractor to provide a construction operations plan prior to construction that identifies the sequencing of the work that will satisfy the permits, landfill requirements, and complete the work according to the drawings. In many dam removals completed within the state over the last couple of decades, there have been many creative solutions to handle this and similar challenges. There is also the possibility of drawing the impoundment down and dewatering in place, in addition to other measures. We are open to creative solutions that meet the permit requirements and design details.

ADDENDUM NO. 2

October 27, 2021

MILL POND DAM REMOVAL AND TRAPHOLE BROOK RESTORATION PROJECT  
NORWOOD, MASSACHUSETTS

Page 1 of 3

*Q: Sampling, testing, characterizing, and locating a disposal site willing to accept the 7,660 tons of off-site disposal material can take many weeks or even months. Would the town consider adding additional time in the contract to allow for this lengthy process?*

A: The town reserves the right to extend deadline for good cause. Sampling, testing, and characterizing can be completed in a matter of days or a couple weeks at most, all of which can be completed during the initial mobilization, setting up of erosion and sediment controls, and beginning of dewatering and excavation activities. Contractors can begin identifying landfills that can accept a range of materials and a range of quantities now to appropriately bid the project. Material characterization and permit documents may be used in these preliminary conversations with landfill operators to help evaluate availability and costs.

*Q: Please confirm that the town provided boulders, rootwads, and timber piles will be loaded and delivered to the project by the town.*

A: Please refer to Appendix E, clarification for bidders (letter). The town-supplied boulders that have been identified by the contractor as being necessary for the work shall be delivered to the project by the Town. The Town-supplied large wood material will be delivered to the project site by the Town.

*Q: The addendum released for this rebid has (2) items for Mobilization and Demobilization – please clarify and reissue.*

A: Please see the attached revised Bid Form with the second Mobilization and Demobilization bid item struck out.

*Q: There are (2) archeological restricted areas illustrated on the drawings and there is silt fence along the southern perimeter of the access road connecting the (2) restricted areas. But there is an area between the (2) restricted areas which is not designated as a restricted area. May construction equipment access the brook between the (2) restricted areas?*

A: No.

*Q: Please confirm if the trees located at the end of the gravel parking lot (off of Summer St.) may be removed in order to gain access to the project site.*

A: Yes, these can be removed to gain access to the site.

*Q: May you provide the rim and invert elevations of the sewer lines for the structures that run underneath the proposed access road.*

A: No information is available at this time. Bidders can visit the site to evaluate the rim elevations if desired.

*Q:* Regarding water control, Interfluve's clarification for bidders (dated 08Oct) provided medial water flows per month. May you confirm what is the required water flow capacity for design of the Contractors water control system (aka flow required to be handled without being allowed to pass thru the work area). It is not clear, as the clarification states that a 3 inch rain event will result in 100 cfs flow if that constitutes a extreme flow – does state that extreme flows are allowed to pass thru the work area if proper security measures are in place.

*A:* No additional information is available at this time. As stated in the Clarification to Bidders, the contractor may permit extreme flows to pass through the project area if proper precautions are taken (1) to protect the work area and public and private property along Traphole Brook and (2) to prevent permit violations for any of the permits related to this work. Please refer to the Clarification to Bidders for more information.

**PROJECT IDENTIFICATION:** Mill Pond Dam Removal and Traphole Brook Restoration

**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to:  
The Town of Norwood, herein after referred to as Owner, and Inter-Fluve, Inc., herein after referred to as Engineer.
- 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.
- 1.03 Refer to Section A – Advertisement for Bid, Section B – Instructions for Bidders, and Section C – General Conditions for bid submittal requirements specific to the requirements of the Town of Norwood. In the event that any information on this form contradicts information provided in Section A, Section B, or Section C, Sections A, B, and C shall prevail.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders. 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.
- 2.02 Bidder acknowledges that execution of a contract is subject to receipt of all state and federal permits necessary to complete the work.

**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 e execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

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

BASE BID \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Words) (Figures)

**BASE BID SCHEDULE (V 10/18/2021)**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price (Figure)</b>	<b>Bid Unit Price (words)</b>	<b>Total Estimated Bid Price</b>
1	Mobilization & Demobilization	LS	1			
2	Clearing & Grubbing	LS	1			
3	Flow Management and Erosion and Sediment Control	LS	1			
4	Earthwork – Off-Site Disposal	TON	7,660			
5	Earthwork – On-Site Reuse	CY	212			
6	Stability Boulders	EA	66			
7	Streambed Aggregate Type #1	TON	270			
8	Streambed Aggregate Type #2	TON	3300			
9	Streambed Aggregate Type #3	TON	280			
10	Fabric Encapsulated Soil (FES) Lifts	FF	1030			
11	Fabric Covered Slope	SY	2450			
12	Large Wood Logs and Timber Piles	EA	26			
13	Large Wood Rootwads	EA	16			
14	Seed (Zone 1)	AC	0.60			
15	Seed (Zone 2)	AC	0.40			

**BASE BID SCHEDULE (V 10/18/2021)**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price (Figure)</b>	<b>Bid Unit Price (words)</b>	<b>Total Estimated Bid Price</b>
<del>1</del>	<del>Mobilization &amp; Demobilization</del>	LS	<del>1</del>			
16	Seed (Zone 3)	AC	0.15			
17	Live Cuttings	EA	520			
18	Container Plants (5-Gallon)	EA	52			
19	Container Plants (1-Gallon)	EA	172			
20	Imported Soil	CY	20			

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. List of Proposed Subcontractors;
- B. List of Proposed Suppliers;
- C. List of Qualification Projects Including References;
- D. 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;
- E. Contractor's License No.:
- F. Conflict of Interest Disclosure Form;
- G. Minority Business Participation Letter of Intent; and
- H. Proposed Schedule for Project Completion.

#### **ARTICLE 8 – DEFINED TERMS**

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

**ARTICLE 9 – BID SUBMITTAL**

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

\_\_\_\_\_  
By:  
*[Signature]* \_\_\_\_\_

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

Attest:  
*[Signature]* \_\_\_\_\_

*[Printed name]* \_\_\_\_\_

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

Bidder's License No.: \_\_\_\_\_  
*(where applicable)*