

**Addendum No. 2
to the Bidding Documents**

**Schoolhouse Pond Dam Removal, Arnold Pond Dam Removal, and Salmon
Brook Dam Removal Projects
Massachusetts Division of Fisheries and Wildlife
Sutton and Brookfield, MA**

Issued October 18, 2024

Under the provisions of Article 1.0 of the Itemized Proposal with Special Provisions, Bidding Requirements, Bidders are informed that the Bidding Documents for the above mentioned Project are modified, corrected, and/or supplemented as follows. Addendum No. 2 becomes part of the Bidding Documents and Contract Documents.

Acknowledge receipt of this addendum by inserting its number on Page 33 of the Bid form. Failure to acknowledge receipt of the Addendum may subject the Bidder to disqualification.

Project Manual Changes

Item 1-1 Itemized Proposal with Special Provisions – Instructions to Bidders

Delete Page 4 in its entirety and **replace** it with the attached Page 4, to add Massachusetts Division of Fisheries and Wildlife *Best Management Practices for Controlling the Spread of Invasive Plants* requirements.

Item 1-2 Itemized Proposal with Special Provisions – Table of Contents

Delete Page 6 in its entirety and **replace** it with the attached Page 6, to add Massachusetts Division of Fisheries and Wildlife *Best Management Practices for Controlling the Spread of Invasive Plants* Appendix.

Item 1-3 Itemized Proposal with Special Provisions – Supplementing Subsection 8.11

Delete Page 15 in its entirety and **replace** it with the attached Page 15, to add Massachusetts Division of Fisheries and Wildlife *Best Management Practices for Controlling the Spread of Invasive Plants* requirements.

Item 1-4 Itemized Proposal with Special Provisions – Appendix 1-5

Add Appendix 1-5 in its entirety to add Massachusetts Division of Fisheries and Wildlife *Best Management Practices for Controlling the Spread of Invasive Plants* requirements.

END OF ADDENDUM NO. 2

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Salmon Brook Dam Removals:

- An Order of Conditions from the Brookfield Conservation Commission
- Section 404 authorization from US Army Corps of Engineers

Massachusetts Division of Fisheries and Wildlife *Best Management Practices for Controlling the Spread of Invasive Plants* must be followed throughout construction. The policy is included under Appendix 1-5.

3.3 Applications for Progress Payments

A separate Schedule of Values and Application for Payment shall be submitted for each of the three sites where work under this project is proposed for funding tracking purposes. All requests for payment must be itemized and submitted to the Engineer for approval. The procedure for payments shall be as follows:

1. The Contractor shall prepare a draft pay estimate and submit to the Engineer for review and comment.
2. The Engineer prepares the pay estimate and submits to the Contractor for signatures.
3. Contractor shall sign and return the pay estimate to the DFW for payment.
4. Progress payments shall be no more frequent than biweekly.

Price adjustments have been included for hot mix asphalt mixtures, diesel fuel, and gasoline for the Schoolhouse Pond Dam removal project as it is a roadway project. There are no price adjustments for the Arnold Pond Dam and Salmon Brook Dam removal projects since they are dam projects not covered by price adjustment law.

3.4 Manpower Utilization

Weekly manpower utilization reports, as included in the specifications, shall be submitted.

4.0 Basis of Bid

1. Bidders shall submit a Bid on a lump sum and unit price basis as provided for in the Bid form.
2. Discrepancies between words and figures will be resolved in favor of the words.
3. The award will be based on the lowest eligible base Bid.

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reasonable times and upon reasonable notice to examine the books, records and other compilations of data of (vendor) which pertain to the performance of the provisions and requirements of this contract."

Compliance to Executive Order No. 281

Your attention is drawn to the publication entitled "South Africa & Namibia Lists" which identifies vendors that are doing business with these two governments. In accordance with Executive Order No. 281, no business will be done with these vendors unless exempt as stipulated in the above referenced publication.

Additional Bond Security (M.G.L., Ch. 149, Sec. 29) and Additional Legal Requirements (M.G.L., 39O, and 39R):

In addition to the five (5%) percent Bid Bond required to accompany the bid, the successful bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this contract and also Material and Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum or in a penal sum not less than that prescribed by the State, Territorial or Local Law, as security for payment of persons performing labor on the project under this contract. The Performance Bond and the Labor and Materials Payment Bond may be in one or in separate instruments in accordance with local law and shall be delivered to the Owner not later than the date of execution of the contract. In addition to the other legal requirements set forth in this contract, the Contractor must be familiar with Sections 39P and 39R of Chapter 30 of the M.G.L.

The Contractor must also be familiar with Section 39 of said Chapter 30, Subsections (a) and (b) which reads as follows:

- a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the awarding authority, provided however, that if there is a suspension, delay or interruption of work for fifteen (15) days or more due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract, but shall not include any profit to the general contractor on such increase; and provide further, that the awarding authority shall not make any adjustments in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for any equitable adjustment of the contract price under any other contract provisions.
- b) The general contractor must submit the amount of the claim under provisions (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, on any event, not later than the date of the final payment under this contract and, except for costs due to suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty (20) days before the general contractor notifies the awarding authority in writing of the act or failure to act involved in the claim.

Best Management Practices for Controlling the Spread of Invasive Plants

MassWildlife's policy for contractors working within Wildlife Management Areas, entitled Massachusetts Division of Fisheries and Wildlife *Best Management Practices for Controlling the Spread of Invasive Plants*, must be adhered to throughout construction. Invasive plants introduced or spread on the site by construction are to be removed at the Contractor's expense. The policy is included under Appendix 1-5.

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Massachusetts Division of Fisheries and Wildlife Best Management Practices for Controlling the Spread of Invasive Plants



Massachusetts Division of Fisheries and Wildlife Best Management Practices for Controlling the Spread of Invasive Plants

Propagules (seeds, cuttings, plant parts) of many invasive plants can potentially be spread by directly attaching to clothing and equipment or inadvertently carried in soil accumulated on equipment and footwear. Many silvicultural and land management activities occurring on Division land or on private lands where work is funded by the Division represent a risk for transmitting these species to uninfested areas or could become infested when workers and equipment containing unwanted propagules enter onto these uninfested properties. Once dispersed, the invasive plant species may become established in new areas, and the native ecosystem may be negatively affected. To reduce the opportunity for spreading invasive plants and their propagules within and between work sites, we propose that the following protocols be adopted when Division personnel are working on Division property, or working elsewhere in the field, when projects are funded by the Division on other public or private lands and as conditions to Scientific Collecting Permits issued by the Director.

Likewise aquatic invasives (not limited to plants, animals, viruses, bacteria, algae, fungi) may be carried from one body of water to another on the damp surface of equipment or in water inadvertently carried from watershed to watershed during the normal course of both fish and wildlife field sampling activities. The harmful effects of these aquatic invasives are well documented and require large amounts of money to manage once they have become established. We propose that the following protocols be adopted by the various field staff of the Division and their contractors whose jobs require them to work in aquatic environments, including the Natural Heritage and Endangered Species Section and their contractors, Fisheries Section, Wildlife Section, all District staff and as conditions to Scientific Collecting Permits.

Terrestrial:

Contractors working on Wildlife Management Areas, other MDFW properties, or on a project funded through the MDFW shall:

Certify that they have made efforts to assure that their off-road equipment and their field personnel who have been working within invasive plant infestations are reasonably free from invasive plant propagules prior to entering work sites within Wildlife Management Areas, other MDFW properties and private lands where the work is being funded by the Division, by signing the Division's Standard Contract and agree to the following conditions in the Scope of Services.

Equipment:

Thoroughly clean and remove all mud, dirt, debris and plant parts from the exterior, undercarriage, and tires/tracks of the equipment with a high pressure washer or similar method prior to bringing the equipment onto the work site

Tools and Clothing:

- Field personnel should wear gaiters, rubber boots or other clothing and footwear which reduce the likelihood for seed attachment when working in areas infested with invasive species.
- Field Personnel must inspect, remove, and properly dispose of weed seed and plant parts found on their clothing, footwear and equipment prior to entering the work site
- Field Personnel must remove all soil from their footwear and equipment prior to entering the work site

Division Staff shall:

Make the same efforts to assure that they and their equipment are reasonably free from invasive plant propagules prior to entering a work site as do contractors to MDFW.

Aquatic:

Division Staff and Contractors Shall:

Prior to and when leaving the water, visually inspect all surfaces that have come into contact with the water on all boats, canoes, kayaks, boat trailers and motors and all associated field equipment such as waders, boots, dip nets, gloves, buckets, collection gear and holding tanks and remove all plant and animal debris for disposal in the trash. Additionally, before using any equipment in another watershed, the equipment shall be cleaned of all plant and animal debris for disposal and the equipment shall be disinfected and/or dried before use.

Conditions to be added to Scientific Collecting Permits:

The same procedures which apply to the reducing the spread of invasives should be added to the terms and conditions of all applicable Scientific Collecting Permits.
