

# CITY OF EAST PROVIDENCE DEPARTMENT OF PUBLIC WORKS WATER POLLUTION CONTROL FACILITY IMPROVEMETS AND CONCRETE LINING PROJECT

# **RFP EP21/22-20R**

# **ADDENDUM NO. 1**

# BID OPENING THURSDAY, MARCH 2, 2023 AT 11:00AM

# TO ALL CONTRACTORS ESTIMATING:

Bidders are hereby informed that plans and specifications for the above-mentioned contract are modified, corrected, and/or supplemented as follows; and that Addendum No. 1 becomes a part of the Contract Documents and consists of Item 1-1 through 1-16.

### ITEM 1-1: Section 00 41 13, BID FORM

**DELETE** "Section 00 41 13 BID FORM" in its entirety and **REPLACE** it with the attached "Section 00 41 13 BID FORM".

#### ITEM 1-2: Section 01 51 41, TEMPORARY PUMPING

Paragraph 1.4.A.2

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

"2. Provide trained personnel to monitor, operate, and maintain temporary pumping system 24 hours per day when system is in service. Proof of personnel training from the temporary pumping system vendor shall be submitted for record."

# ITEM 1-3: Section 01 51 41, TEMPORARY PUMPING

Paragraph 1.1.A.4

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

"4. Bypass design shall include the following monitoring/reporting and recording capabilities:

- a. Water elevations at the suction locations and, by wireless connection, the water elevation at the discharge locations, shall be continuously measured, monitored and recorded allowing contractor to manage incoming variable flow.
- b. Monitor and record which pumps are in operation, and which are not in operation, at all times.
- c. Cellular based monitoring, alarming and reporting system with notification capabilities (SMS, email and phone). Landline or internet service is not available for Contractor use through the Water Pollution Control Facility."

# ITEM 1-4: Section 01 51 41, TEMPORARY PUMPING

Paragraph 1.2.A.3

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

"3. Standby equipment, including one standby pump of each size utilized, shall be provided at each suction location and shall be connected and ready for immediate operation and use in the event of an emergency or breakdown. Standby power shall be provided by the CONTRACTOR and connected and ready for immediate operation and use to operate the bypass system's monitoring and recording system. If electric pumps are used, standby power shall be provided and connected and ready for immediate operation and use to concurrently operate two pumps of each size utilized and the bypass system's monitoring, and recording system."

# ITEM 1-5: Section 01 51 41, TEMPORARY PUMPING

Paragraph 1.1.A.9

**ADD** the following:

"9. Fuel or power usage for the temporary pumping system shall be reimbursed to the Contractor through the allowance in this Contract. Fuel or power usage costs will be reimbursed without markup. Contractor shall summarize fuel or power use correlated with temporary bypass run time. Organized original receipts/invoices are required for reimbursement. Fueling of the temporary bypass system shall occur between the hours of 6 am and 8pm. After hour emergency fueling requires notification and coordination with the Owner's Contract Operations Firm (Veolia). For diesel driven bypass or standby system, a day tank/belly tank shall be included in addition to bulk fuel storage."

# ITEM 1-6: Section 01 14 16, COORDINATION WITH OWNER'S OPERATIONS

Paragraph 1.3 GENERAL CONSTRAINTS

**ADD** the following:

"D. Two (2) hydraulically connected primary clarifiers are required to be online at all times. Primary clarifiers 1&2 are hydraulically connected. Primary clarifiers 3&4 are hydraulically connected."

# ITEM 1-7: Section 01 14 16, COORDINATION WITH OWNER'S OPERATIONS

#### Paragraph 1.3 GENERAL CONSTRAINTS

**ADD** the following:

"E. Work in Compartment C including removal and reinstallation of channel grinder, screw conveyor and appurtenances to occur prior to the work in Compartment B: Main Influent Channel at Screen. Fine screen in Compartment B is not to be removed."

### ITEM 1-8: Section 01 42 00, REFERENCES

Paragraph 1.5

**ADD** the following:

- "1.5 OWNER'S REFERENCED DOCUMENTS
- A. Except as otherwise specified, the Work shall comply with the Contract Documents and the following referenced documents which are available upon request due to large file size. Excerpts of referenced documents (13 drawings) are included in Appendix D.
  - 1. Sewage Treatment Plant Drawings, February 1951
  - 2. Construction of Secondary Treatment Facilities and Improvements, 1973.
  - 3. Wastewater System Improvements, Water Pollution Control Facility, December 2012.
  - 4. Wastewater System Improvements, Collection System, May 2013.
  - 5. Photographs of the 36-inch Influent Barrington Sewer are included in Appendix E.
  - 6. Excerpts from grinder/auger, fine screen and washer Operation and Maintenance manual are included in Appendix F."

# ITEM 1-9: Section 01 14 16, COORDINATION WITH OWNER'S OPERATIONS

Paragraph 1.1.H.

#### **ADD** the following:

"5. Contractor shall furnish and install (temporarily) all means to provide tank or channel isolation to perform the Work. Existing grooves and drop-in isolation plates and existing isolation gates may not be operable or seal completely. The headworks has some manual isolation gates; however, many of the isolation gate grooves have been corroded and are not operable, see Contract Drawing C-008. Primary clarifiers effluent structures have manual isolation gates; however, the slide grooves are corroded and are not operable. Aeration tank splitter structure has existing slide gates which may not be operable or seal completely. The Contractor shall provide means to isolate the aeration tank splitter box from the influent end of each aeration tank. The Owners' Contract Operations firm has previously used flow-through inflatable plugs to isolate."

# ITEM 1-10: Section 01 51 41, TEMPORARY PUMPING

Paragraph 1.2.A.1.

**ADD** the following prior to paragraph 1.2.A.2:

"According to information contained within the Water Pollution Control Facility discharge permit (Permit No. RI0100048) the mean of the monthly average flow from April 2007 – March 2012 was 7.0266 MGD and the mean of the daily maximum flow from April 2007 – March 2012 was 9.61 MGD. A complete copy of the permit can be found at the following link, then typing in the permit number <u>https://www.epa.gov/npdes-permits/rhode-island-final-individual-npdes-permits</u>. Flow rates are variable and increase greatly during wet weather. Flow rates indicated on Contract Drawing C-003 represent maximum wet weather flows during the Spring of 2022 with the exception of the Watchemoket Pump Station. Watchemoket Pump Station had a peak flow of 2.7 MGD in Spring 2022 and a peak flow of 5.5 MGD in 2016."

# ITEM 1-11 Section 01 42 00, REFERENCES

Paragraph 1.5

**ADD** the following:

- "B Watchemoket Pump Station Parameters
  - 1. At the pump station, the following pressure was observed by the City's Contract Operations Firm with two pumps operating: pump no. 1, 38 psi and pump no. 3, 39 psi.
  - 2. The 24-inch diameter Watchemoket force main is at approximately elevation 21 at the proposed bypass location. The centerline of the pump impeller is at approximate elevation of -11.00.
  - 3. The force main is approximately 13,530 linear feet in length."

# ITEM 1-12: Section 01 14 16, COORDINATION WITH OWNER'S OPERATIONS

Paragraph 1.3.C.6.b

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

"b. CONTRACTOR shall dewater/remove liquids and suspended solids and dispose of them at appropriate location at the Site as directed by ENGINEER. Unless otherwise specified or indicated, contents of tanks, basins, and conduits (including piping) undergoing modifications shall be transferred to existing process tanks or conduits at the Site with capacity sufficient to accept and provide equal treatment of such discharges, using hoses, temporary piping, temporary pumps, or other means provided by CONTRACTOR. Discharge of fluids across floors is not allowed. After dewatering, the CONTRACTOR shall include provisions to remove and dispose of debris (semi-solid sludge/grit/rags) in accordance with the list below:

Headworks

30 cubic yards

Primary Clarifier Splitter Structure	15 cubic yards
Primary Clarifiers 1 and 2 Effluent Channels	5 cubic yards
Primary Clarifiers 3 and 4 Effluent Channels	5 cubic yards
Primary Clarifier 1 and 2 Effluent Manhole	5 cubic yards
Primary Clarifier 3 and 4 Effluent Manhole	5 cubic yards
Primary Clarifier Raised Manhole	15 cubic yards
Aeration Tank Splitter Structure	15 cubic yards

CONTRACTOR shall decant wastewater liquids from vactor trucks to increase available room for semi-solid debris prior to disposal. Debris (semi-solid sludge/grit/rags) from the East Providence Water Pollution Control Facility may be disposed of as non-hazardous at the Rhode Island Resource Recovery Corporation/Central Landfill in Johnston, Rhode Island."

# ITEM 1-13: Section 01 14 16, COORDINATION WITH OWNER'S OPERATIONS

Paragraph 1.1.A.5

#### **DELETE** in its entirety and **REPLACE** with the following:

"b. The CONTACTOR shall be aware that there may be occasions when the CONTRACTOR will be informed by the OWNER that a shutdown or bypass cannot occur or Work cannot continue due to predicted high wastewater flows. If requested by the OWNER, the CONTRACTOR shall demobilize from the work space, remove all equipment and materials from the workspace. Subsequent to the high wastewater flows (wet weather event), the CONTRACTOR shall remobilize to the work space, dewater, re-establish temporary bypass and disinfect channels or structures before resuming work. Any extra work caused by the unforeseen condition will be compensated in accordance with the provisions of the Contract."

#### ITEM 1-14: Section 01 22 13, MEASUREMENT AND PAYMENT

Paragraph 1.4

**ADD** the following:

- "H. Item 8 Temporary Bypass Pumping Fuel or Power Allowance
  - 1. Measurement: Gallons of fuel or kilowatts used for operation of the temporary bypass pumping system. Contractor shall summarize fuel or power use correlated with temporary bypass run time. Organized original receipts/invoices are required for reimbursement. All electrical connections fees shall be included in the lump sum, Item 1.
  - 2. Payment: The CONTRACTOR will be reimbursed by the OWNER for the actual amount invoiced to the Contractor without any applied Contractor markup."

# ITEM 1-15: <u>Sheet S-11, 2-PRIMARY CLARIFIER SPLITTER STRUCTURE, 7 – PRIMARY</u> <u>CLARIFIER MANHOLE AND MANHOLES 4 & 6 PLANS AND INTERIOR</u> <u>ELEVATIONS</u>

Tables "MANHOLES – WALLS" and "MANHOLES – UNDERSIDE OF SLAB"

**DELETE** both tables in their entirety and **REPLACE** with the following:

MANHOLES - WALLS				
WALL	REPAIR TYPE 1 SURFACE REPAIRS	SURFACE REPAIRS CRACKS (INCLU		COATING/LINING (INCLUDING SOME REPAIR TYPE 1 & 3)
	QUANTITIES (SF)	QUANTITIES (SF)	QUANTITIES (SF)	QUANTITIES (SF)
2-PRIMARY CLARFIER SPILTTER STRUCTURE				
Α	40	20	25	60
В	60	25	25	90
с	50	10	15	75
AND 2 EFFLUENT MANHOLE	120	100	60	140
AND 4 EFFLUENT MANHOLE	120	100	60	140
7-PRIMARY CLARIFIER RAISED MANHOLE				
D	30	25	15	35
E	30	25	15	35
F	30	25	15	35
G	30	25	15	35
TOTAL	510	355	245	645

MANHOLES - UNDERSIDE OF SLABS					
	REPAIR TYPE 1 SURFACE REPAIRS	REPAIR TYPE 2 SURFACE REPAIRS	REPAIR TYPE 3 CRACKS	COATING/LINING (INCLUDING SOME REPAIR TYPE 1 & 3)	
	QUANTITIES (SF)	QUANTITIES (SF)	QUANTITIES (SF)	QUANTITIES (SF)	
2-PRIMARY CLARFIER SPILTTER STRUCTURE	5	25	25	90	
4-PRIMARY CLARIFIER 1 AND 2 EFFLUENT MANHOLE	5	10	15	25	
6-PRIMARY CLARIFIER 3 AND 4 EFFLUENT MANHOLE	5	10	15	25	
7-PRIMARY CLARIFIER RAISED MANHOLE	5	10	15	25	
TOTAL	20	55	70	165	

# ITEM 1-16: Section 01 51 41, TEMPORARY PUMPING

Paragraph 1.3.A.5.y.

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

"y. Where electric pumps are proposed, show the location of power feeds and all electrical equipment. Contractor shall provide and pay for all temporary electrical connections, permits and fees. Power connection is not available through the East Providence Water Pollution Control Facility. Power usage to be reimbursed though the Temporary Bypass Fuel or Power Allowance."

# ITEM 1-17: Section 01 22 13, MEASUREMENT AND PAYMENT

Paragraph 1.4.A through 1.4.E.

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

- "A. Item 1 General Construction
  - 1. Measurement and Payment: Lump sum payment for Item 1 will be full compensation for completing the Work, as shown on the Contract Drawings and indicated under Division 00 through Division 49. Additional work items that CONTRACTOR may be ordered by ENGINEER to perform are described below.
- B. Item 2 Additional Repair Type 1 Exposed Aggregate
  - 1. Measurement: Additional quantities will be measured for payment on the basis of square footage confirmed by ENGINEER in writing for quantities beyond what is included in the Contract. This is a standalone item for additional concrete repairs 0 3/4-inches in depth.
  - 2. Payment: Unit price per square foot for Item 2 will be full compensation for all additional quantities of Repair Type 1 Exposed Aggregate as confirmed by ENGINEER, and not specifically included under other items or contracts.
- C. Item 3 Additional Repair Type 2 Surface Repairs
  - 1. Measurement: Additional quantities will be measured for payment on the basis of square footage confirmed by ENGINEER in writing for quantities beyond what is included in the Contract. This is a standalone item for additional concrete repairs 0 4-inches and includes 1.5 pounds of rebar per square foot of Type 2 Surface Repairs.
  - 2. Payment: Unit price per square foot for Item 3 will be full compensation for all additional quantities of Repair Type 2 Surface Repairs as confirmed by ENGINEER, and not specifically included under other items or contracts.
- D. Item 4 Additional Repair Type 3 Cracks
  - 1. Measurement: Additional quantities will be measured for payment on the basis of linear footage confirmed by ENGINEER in writing for quantities beyond what is included in the Contract. This is a standalone item for additional Type 3 crack repair.
  - 2. Payment: Unit price per linear foot for Item 4 will be full compensation for all additional quantities of Repair Type 3 Cracks confirmed by ENGINEER, and not specifically included under other items.
- E. Item 5 Additional Concrete Lining, Surface Preparation, Repair and Testing
  - 1. Measurement: Additional quantities will be measured for payment on the basis of square footage confirmed by ENGINEER in writing for quantities beyond what is included in the Contract. This is a standalone item for additional concrete lining, surface preparation, repair and testing in accordance with the requirements of Section 08 85 00, Concrete Resurfacing and Lining.
  - 2. Payment: Unit price per square foot for Item 5 will be full compensation for all additional quantities of Concrete Lining, Surface Preparation, Repair and Testing

as confirmed by ENGINEER, and not specifically included under other items or contracts."

# ITEM 1-18: Sheet S-12, TYPICAL REPAIR DETAILS

### TYPCIAL REPAIR TYPE 2 CONCRETE SURFACE

**ADD** the following to note 3:

"CONTRACTOR SHALL INCLUDE 1.5 POUNDS OF REBAR PER SQUARE FOOT OF TYPE 2 CONCRETE SURFACE REPAIR."

#### BID FORM

#### CITY OF EAST PROVIDENCE, RHODE ISLAND DEPARTMENT OF PUBLIC WORKS

#### WATER POLLUTION CONTROL FACILITY IMPROVEMENTS AND CONCRETE LINING

### TABLE OF ARTICLES

- 1. Bid Recipient
- 2. Bidder's Acknowledgements
- 3. Bidder's Representations
- 4. Bidder's Certifications
- 5. Basis of Bid
- 6. Time of Completion
- 7. Attachments to this Bid
- 8. Defined Terms
- 9. Bid Submittal

#### <u>ARTICLE 1 – BID RECIPIENT</u>

1.01 This Bid is submitted to:

City of East Providence, Rhode Island

City Hall Controllers Office, Room 103, Attn: Ralph Mitchell, Procurement Specialist 145 Taunton Avenue

East Providence, Rhode Island 02914

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner, by executing the Agreement 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. Bidder will sign the Agreement and will furnish the required contract security, and other required documents within the time periods set forth in the Bidding Documents.

### 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.

Addendum No.	Addendum Date

- 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 CERTIFICATIONS

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

Lump Sum Bid Price, Item No. 1	\$
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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	]
2	Additional Repair Type 1	Square Foot	500	\$	\$	
3	Additional Repair Type 2	Square Foot	500	\$	\$	
4	Additional Repair Type 3	Linear Foot	250	\$	\$	
5	Additional Concrete Lining	Square Foot	500	\$	\$	
6	Additional Bypass Pumping	Day	25	\$	\$	
7	Additional Testing Allowance	Each	1	\$50,000	\$50,000	
	Temporary Bypass Pumping Fuel or Power Allowance	Éach	$\sim$	\$100,000	\$100,000	$\left[ \right]$
fi	uuu	uu	uu	sur	*m	Y
Total o	f All Unit Price Bid Items				\$	

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 Work will be based on actual quantities, determined as provided in the Contract Documents.

\$

### Total of Lump Sum and Unit Price Bids = Total Bid Price

### 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 and special damages in the event of failure to complete the Work within the Contract Times. Bidder also accepts the provisions for performance damages, if any, included in the Contract Documents.

### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
  - A. Required bid security.
  - B. Required Qualifications Statement with supporting data.
  - C. Listing of Subcontractors, Suppliers, and other individuals and entities required to be identified in this Bid.
  - D. Anti-Collusion Declaration.

#### 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

9.01 This Bid submitted by:

BIDDER: [Indicate correct name of bidding entity]

By: [Signature]

[Printed name]

attach evidence of auth	ority to sign.)
Attest: [Signature]	
[Printed name]	
Title:	
Submittal Date:	
Address for giving noti	
Telephone Number:	
Fax Number:	
Contact Name and e-m address:	ail
Bidder's License No.:	
	(where applicable)

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

+ + END OF BID FORM + +