

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

**Birnie Road Landfill Closure Project – Phase II  
Town of Longmeadow  
Longmeadow, Massachusetts**

**Issued February 20, 2020**

Under the provisions of Article 7 of Section 00200, Instructions to Bidders, 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 00410-6, Article 5.2 of the Bid form. Failure to acknowledge receipt of the Addendum may subject the Bidder to disqualification.

**Project Manual Changes**

**Item 2-1 Section 00410 – Form for General Bid**

**Delete** Section 00410 in its entirety and **replace** it with the attached Section 004100, Form for General Bid.

*Increased allowance in Bid Item 12 from \$10,000 to \$15,000.*

**Item 2-2 Section 01270 – Measurement and Payment**

**Delete** Section 01270 in its entirety and **replace** it with the attached Section 01270, Measurement of Payment.

*Updated Bid Items 12 and 13 for Amtrak Services.*

**Bidding Period Questions & Responses**

The following responses/clarifications are based on questions raised during the bidding period.

1. Is there a contact person at Amtrak that we can speak about the coordinating work with them?

*Contact information is provided on the Temporary Permits to Enter Upon Amtrak Property (PTE) Application.*

2. Will railroad protective insurance be required for this project?

*Requirements for Railroad Protective Liability Insurance (RRP) shall be directly coordinated with the Railroad by the Contractor. The allowance under bid item 12 has been increased from \$10,000 to \$15,000. This item is anticipated to cover required flaggers and potential RRP insurance premiums or wavier fees.*

3. Is there an engineer's estimate for this project?

*The engineers Opinion of Probable Construction Costs is estimated at \$800,000.*

4. Condition Number 25 of the DEP permit states that the Town shall apply for MassDEP approval of any blended or manufactured topsoil, prior to its use. Based on the material specification a manufactured topsoil is required. Natural topsoil that has an organic content of 8% is not available. Has the Town applied for any permits? How is the contractor going to know if the material he is going to use will be approved? Can a material that has a beneficial use determination be used?

*The town has not applied for any permits for the vegetative support material. It is anticipated that compost or other additives will be required to meet 8 percent organic matter. Topsoil amendments or additives shall not include short paper fiber or biosolids. Soil materials that have a beneficial use determination will not be allowed as this site.*

REGISTERED BID LIST AS OF 2/19/2020:

Temco-Eco Contracting; Deltek, Seattle, WA; Brighter Horizons Environmental, Ayer, MA; bids@burrelles.com; MTG Disposal, Seekonk, MA; David G. Roach & Sons, Inc, S. Barre, ma; Clayton D. Davenport Trucking, Inc. Greenfield, MA; Gagliarducci Construction, Springfield, MA; Crestview Construction & Trucking, Southwick, MA; Constructconnect; Charter Contracting Company, Boston, MA; Sciaba Corp; Mass-West Construction, Granby, MA; W. L. French Excavating Corporation, North Billerica, MA; Geeleher Engerprises, Inc., Southampton, MA; Dagle Electrical Construction Corp, Wilmington, MA; E.T. & L Corp, Stow, MA; Projectdog; Saltmarsh Industries, Inc., Southwick, MA; SumCo Eco-Contracting, Cape May Court House, NJ; New England Liner Systems, Inc; The Bluebook Building and Construction Network, Jefferson, Valley, NY; T Ford Company, Inc., Valiant-America, South Dartmouth, MA; Marion Excavating Co., Inc, South Hadley, MA; J.L. Raymakers & Sons, Inc., Westfield, MA; ACS Inc; Western Earthworks, Florence, MA; J. Bates & Son, LLC, Clinton, MA; New England Liner Systems, Inc.; JL Construction Corporation, West Springfield, MA

END OF ADDENDUM NO. 2

J:\L\L0759 Longmeadow Engineering Services\013 - Birnie Road LF Closure CAD\Bidding\Phase II Bidding\Addendum 2\Birnie Road LF Phase II Addenda 2.doc

SECTION 00410

BID FORM

PROJECT IDENTIFICATION:

Town of Longmeadow, MA

Birnie Road Landfill Closure Project – Phase II

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. Bid Submittal

ARTICLE 1 - BID RECIPIENT

- 1.1 This Bid is submitted to:

Town of Longmeadow

Purchasing Department

Attn: Chad Thompson, Procurement Manager

735 Longmeadow Street, Suite 101

Longmeadow, MA 01106

- 1.2 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

- 2.1 Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid deposit. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.2 The Work under this Contract shall be subject to the provisions of Chapter 30, Section 39M of the Massachusetts General Laws.

**ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, 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 the receipt of all Addenda.
  - 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 federal, state and local 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.

- K. Bidder is aware that the estimated quantities on the Bid Form are subject to Article 13.03 of the General Conditions (Section 00700).

**ARTICLE 4 - BIDDER'S CERTIFICATION**

- 4.1 Bidder 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 in the work, that all employees to be employed at the Site 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 Bidder will comply fully with all laws and regulations applicable to awards made subject to MGL Chapter 30, Section 39M.
- 4.2 Bidder certifies that, under penalty of perjury, Bidder is not presently debarred from doing public construction work in the Commonwealth under the provisions of MGL Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder; and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- 4.3 Bidder hereby certifies under the penalties of perjury, to the best of Bidder's knowledge and belief, that Bidder has filed all State tax returns and paid all State taxes required by law.
- 4.4 Bidder certifies under 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 herein the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.
- 4.5 Bidder certifies that 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;
- 4.6 Bidder certifies that Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- 4.7 Bidder certifies that Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- 4.8 Bidder certifies that Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
- A. "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;
  - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - C. "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

- D. “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**

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

Item Number	Item Name and Unit Bid Prices Written in Words and Figures	Estimated Quantity	Total Amount of Item (in figures)
1	Mobilization and Demobilization, per lump sum, the price of: _____ (\$ _____ ) *Not to exceed 5 percent of the total Bid price	lump sum* =	\$ _____
2	Dust Control Measures, per lump sum, the price of: _____ (\$ _____ )	lump sum =	\$ _____
3	Stormwater Pollution Prevention Plan, per lump sum, the price of: _____ (\$ _____ )	lump sum =	\$ _____
4	Erosion Control Barrier, per linear foot, the price of: _____ (\$ _____ )	x 3,500 l.f. =	\$ _____
5	Erosion Control Blanket, per square yard, the price of: _____ (\$ _____ )	x 2,000 s.y. =	\$ _____
6	Clearing and Grubbing, per acre, the price of: _____ (\$ _____ )	x 11 acre =	\$ _____
7	Vegetative Support Material for Deficient Areas, per cubic yard, the price of: _____ (\$ _____ )	x 1,800 c.y. =	\$ _____

- |    |  |                |                  |
|----|--|----------------|------------------|
| 8  | Vegetative Support Material for Shaping and Grading, per cubic yard, the price of: | x 5,000 c.y. = | \$ _____         |
|    | _____  |                |                  |
|    | (\$ _____ )  |                |                  |
| 9  | Low Permeability Material Layer, per cubic yard, the price of:                     | x 3,000 c.y. = | \$ _____         |
|    | _____  |                |                  |
|    | (\$ _____ )  |                |                  |
| 10 | Gravel Access Road Removal, per square yard, the price of:                         | x 1,400 s.y. = | \$ _____         |
|    | _____  |                |                  |
|    | (\$ _____ )  |                |                  |
| 11 | Hydroseed and Mulch, per acre, the price of:                                       | x 11 acre =    | \$ _____         |
|    | _____  |                |                  |
|    | (\$ _____ )  |                |                  |
| 12 | Amtrak Services During Construction, the price of:                                 | allowance =    | \$ <u>15,000</u> |
|    | _____  |                |                  |
|    | (\$ Fifteen Thousand Dollars )   |                |                  |
| 13 | Contractor Coordination for Amtrak Services During Construction, the price of:     | lump sum =     | \$ _____         |
|    | _____  |                |                  |
|    | (\$ _____ )  |                |                  |

TOTAL AMOUNT OF BASE BID - Items 1 through 13

\_\_\_\_\_ dollars  
(words)

(\$ \_\_\_\_\_ )  
(figures)

5.2 This Bid includes Addenda numbered \_\_\_\_\_.



**ARTICLE 6 - TIME OF COMPLETION**

- 6.1 Bidder agrees that the Work will be substantially 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.
- 6.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times as stated in the Agreement.

**ARTICLE 7 - ATTACHMENTS TO THIS BID**

- 7.1 The following documents are attached to and made a condition of this Bid:
  - A. Bid deposit in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), consisting of a bid bond in the amount of five percent of the total amount of Bid
  - B. Evidence of authority to sign
  - C. List of Project 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

**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)*

**END OF SECTION**

J:\L\L0759 Longmeadow Engineering Services\013 - Birnie Road LF Closure CAD\MassDEP CAD\Specs - Phase II\Division 0\00410-UP.docx

## SECTION 01270

## MEASUREMENT AND PAYMENT

## PART 1 GENERAL

## 1.1 DIVISION 0 AND DIVISION 1 WORK INCIDENTAL TO THE CONTRACT PRICE

- A. No separate measurement or payment will be made for Work called for in Division 0 or Division 1 of the Specifications, unless specifically covered under the Bid items listed below. All costs associated with this Work will be considered incidental to the Contract Bid price.
- B. Division 2 Work will be measured and paid for at the Contractor's unit Bid price or lump sum item cost as indicated on the Bid form. Those payable Work items, and related prices as Bid, will be the basis for all compensation to the Contractor for Work performed under this Contract. Work not specifically included as a Bid item, but which is required to properly and satisfactorily complete the Work is considered ancillary and incidental to the Bid item Work, and payment for such Work is considered to be included in the values as Bid for payable items. Compensation for all unit Bid price Work will be made based on the measured quantity of Work under the appropriate Bid items.

## 1.2 MOBILIZATION AND DEMOBILIZATION (ITEM 1)

- A. Measurement
  - 1. There will be no measurement for the mobilization and demobilization to the Site as this Work will be on a lump sum basis.
- B. Payment
  - 1. Payment of the lump sum Bid price will be paid in two equal installments. The first installment will occur at the time the first payment requisition is submitted after the Contractor has initiated full-time construction activity. Payment for the second installment will be included in the first payment request after Substantial Completion has been reached and all equipment has been removed from the Site. In no case will the total of both installments exceed 5 percent of the base Bid price.

## 1.3 DUST CONTROL MEASURES (ITEM 2)

- A. Measurement
  - 1. There will be no measurement for approved dust control measures as this Work will be on a lump sum basis.
- B. Payment
  - 1. The Contractor shall be paid the lump sum bid price specified in the proposal under Bid Item 2 for all dust control measures required during construction including furnishing and placement of approved dust control materials, use of water during active construction, and sweeping and cleaning of roads and other surfaces to prevent dust.

**1.4 STORMWATER POLLUTION PREVENTION PLAN (ITEM 3)****A. Measurement**

1. There will be no measurement for the Stormwater Pollution Prevention Plan as this work will be on a lump sum basis.

**B. Payment**

1. Payment of the lump sum Bid price will be full compensation for all labor, equipment and materials required for or incidental to preparation and maintenance of the required Stormwater Pollution Prevention Plan for the project.

**1.5 EROSION CONTROL BARRIER (ITEM 4)****A. Measurement**

1. Measurement for erosion control measures will be on a linear foot basis. The length of combined straw wattles and siltation fence will be the actual approved length of combined straw wattles and siltation fence measured in place by the Engineer.

**B. Payment**

1. Payment of the Bid price for erosion control measures will be full compensation for the installation, maintenance, and removal of the straw wattles and siltation fence, and the restoration of the area disturbed by their placement including all labor, equipment and materials required for or incidental to the Work.

**1.6 EROSION CONTROL BLANKET (ITEM 5)****A. Measurement**

1. Measurement for erosion control blankets will be on a square yard basis as measured in the field by the Engineer.

**B. Payment**

1. Payment of the Bid price for erosion control blanket will be full compensation for the installation, maintenance, and the restoration of the area disturbed by their placement including all labor, equipment and materials required for or incidental to the Work.

**1.7 CLEARING AND GRUBBING (ITEM 6)****A. Measurement**

1. The number of acres for clearing and grubbing shall be determined by the field measurements made by the Engineer.
2. Measurements will only be to the limits designated on the plans or as directed by the Engineer. In no case will payment be made for Work beyond the area to be cleared and grubbed, as shown on the plans.
3. The final as-built survey of the landfill will be used to calculate the total amount of area cleared and grubbed.

**B. Payment**

1. Payment of the Bid price for clearing and grubbing will be full compensation for all labor, equipment and materials required for or incidental to the Work.

**1.8 VEGETATIVE SUPPORT MATERIAL FOR DEFICIENT AREAS (ITEM 7)****A. Measurement**

1. The cubic yard quantity of vegetative support material for deficient areas will be determined by field measurements of the in-place material as made by the Engineer. No adjustments to the calculated quantity will be made to account for compaction, material outside of the limits shown on the plans, or for depths in excess of the specified 9" minimum depth.
2. The final as-built survey of the landfill surface will be used to calculate the total amount of vegetative support material placed.
3. Measurement will be made only to the lines and grades as indicated on the plans or as directed by the Engineer.

**B. Payment**

1. Payment of the Bid price for vegetative support material for deficient areas will be full compensation for furnishing, hauling, placing, compacting, and tracking the vegetative support material to the lines and grades shown on the plans and specified herein including all labor, equipment, and materials required for or incidental to the Work.
2. Vegetative support material for areas disturbed by the Contractor outside of the limits of work shown on the plans will not be paid for under this item.

**1.9 VEGETATIVE SUPPORT MATERIAL FOR SHAPING AND GRADING (ITEM 8)****A. Measurement**

1. The final as-built survey of the landfill surface will be used to calculate the total amount of vegetative support material for shaping and grading placed.
2. Measurement will be made only to the lines and grades as indicated on the plans or as directed by the Engineer.

**B. Payment**

1. Payment of the Bid price for vegetative support material for shaping and grading will be full compensation for furnishing, hauling, placing, compacting, and tracking the vegetative support material to the lines and grades shown on the plans and specified herein including all labor, equipment, and materials required for or incidental to the Work.
2. Vegetative support material for areas disturbed by the Contractor outside of the limits of work shown on the plans will not be paid for under this item.

**1.10 LOW PERMEABILITY MATERIAL (ITEM 9)****A. Measurement**

1. The cubic yard quantity of low permeability material will be determined by field measurements of the in-place material as made by the Engineer. No adjustments to the calculated quantity will be made to account for compaction, material outside of the limits shown on the plans, or for depths in excess of the specified 15" minimum depth.
2. The final as-built survey of the landfill surface will be used to calculate the total amount of low permeability material placed.
3. Measurement will be made only to the lines and grades as indicated on the plans or as directed by the Engineer.

**B. Payment**

1. Payment of the Bid price for low permeability material will be full compensation for furnishing, hauling, placing, compacting, and tracking the low permeability material to the lines and grades shown on the plans and specified herein including all labor, equipment, and materials required for or incidental to the Work.

**1.11 GRAVEL ACCESS ROAD REMOVAL (ITEM 10)**

**A. Measurement**

1. Measurement for gravel access road will be on a square yard basis as measured in the field by the Engineer.

**B. Payment**

1. Payment of the Bid price for gravel access road will be compensation for the removal and offsite disposal of the gravel access road as shown on the Plans and specified herein, including all labor, equipment and materials required for or incidental to the Work.

**1.12 HYDROSEEDING AND MULCHING (ITEM 11)**

**A. Measurement**

1. The number of acres of landfill surface tracked, hydroseeded, and mulched shall be determined by field measurements made by the Engineer.
2. Measurements will only be to the limits designated on the plans or as directed by the Engineer. Areas disturbed by the contractor's operations beyond the designated work area shall be hydroseeded and mulched in accordance with these specifications at the contractor's expense.
3. The final as-built survey of the landfill will be used to calculate the total acres tracked, hydroseeded, and mulched. Areas outside of the cap limits that are hydroseeded at the direction of the Engineer will be field measured.

**B. Payment**

1. Payment of the Bid price for hydroseeding and mulching will be full compensation for tracking the landfill surface and furnishing and placing hydroseed and mulch (including bonded fiber matrix) on the landfill surface as

shown on the plans and specified herein including all labor, equipment, and materials required for or incidental to the Work.

2. Actual payments will be based on the Engineer's evaluation of the success of the vegetative growth that results from the hydroseeding. Initial payment will be limited to a maximum of 50% when areas of hydroseeding and mulching are first completed.

#### 1.13 AMTRAK SERVICES DURING CONSTRUCTION (ITEM 12)

##### A. Measurement

1. Measurement for Amtrak services during construction will be based on Amtrak invoices for flaggers required by the Railroad for Right-of-Way Work and reimbursement for required Railroad Protective Liability Insurance or waivers.

##### B. Payment

1. Payment will be made upon receipt of a copy of Amtrak's invoices, a copy of Contractor's check to Amtrak, and evidence of payment for insurance premiums or waiver fees.

#### 1.14 CONTRACTOR COORDINATION FOR AMTRAK SERVICES DURING CONSTRUCTION (ITEM 13)

##### A. Measurement

1. There will be no measurement for Contractor Coordination for Amtrak services during construction as this work will be on a lump sum basis.

##### B. Payment

1. Payment of the lump sum Bid price will be full compensation for all labor, equipment, and materials required for or incidental to preparation and submission of the Temporary Permits to Enter Upon Amtrak Property (PTE), coordination with Amtrak, and required training.
2. Railroad Protective Liability Insurance or waiver requirements will be covered in the allowance under item 12.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

J:\L\L0759 Longmeadow Engineering Services\013 - Birnie Road LF Closure CAD\MassDEP CAD\Specs - Phase II\Division 1\01270.docx