

ADDENDUM NO. 2
September 6, 2024
223740

RE: SOUTH ALBURGH FIRE DISTRICT 2 (SAFD2)
ALBURGH, VERMONT
PHASE II WATER SYSTEM IMPROVEMENTS

FROM: DuBOIS & KING, INC.
P.O. Box 339
Randolph, Vermont 05060
(802) 728-3376

TO: Prospective Bidders

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents issued by the South Alburgh Fire District No. 2 (SAFD2), for the Phase II Water System Improvements project dated August 14, 2024. **Acknowledge receipt of this Addendum in the space provided on Page 1 of the Bid Form. Failure to do so will subject the Bidder to disqualification.**

I. Pre-Bid Meeting

A Pre-Bid meeting was held at the Alburgh Village Office on August 28, 2024 starting at 10:00 a.m. Attendees are listed on the attached Pre-Bid Meeting Attendance Log (**Attachment 1**). Charles K. Goodling, P.E., of DuBois & King, Inc. described key elements of the project. **The following addresses questions received at the Pre-Bid Meeting, as well as subsequent questions from prospective bidders.**

II. Questions & Answers

Question 1: Do you anticipate that construction work would begin in 2024?

Answer 1: Yes, SAFD2 expects construction work to commence as soon as possible in October, with the intent to get as much work completed as possible in 2024 prior to winter conditions.

Question 2: Is much clearing anticipated?

Answer 2: Periodic clearing is expected along the route of the water main as necessary to install the water main and services. The majority of the clearing is associated with the cross-country alignment between Middle Road to Route 2.

Question 3: What is the Engineers Estimate?

Answer 3: \$5,500,000 to \$6,500,000.

Question 4: Is the Contractor responsible for identifying staging areas and obtaining any associated permits to utilize the staging areas?

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Answer 4: Yes. In accordance with Specification Section 01120 1.03A, the Contractor shall secure written authorization from landowners for such purpose, and provide a copy to the Engineer.

Question 5: Is blasting permitted?

Answer 5: Yes. Further details are located in Specification Section 02318.

Question 6: Is a tracer wire required on non-metal piping?

Answer 6: Yes, see Attachment 2 for a revised pipe section detail and tracer wire related information. As noted in Specification Section 01150, the tracer wire system is subsidiary to pipe pay items.

Question 7: Will service line locations be determined in the field?

Answer 7: Yes. D&K's RPR will assist with communications with landowners and SAFD2 to identify preferred locations for service line connections.

Question 8: Is water available from the Alburgh Village system for flushing and pressure testing?

Answer 8: Yes. 72-hour advance notification of the Village Water Department is required prior to water withdrawal for flushing and pressure testing purposes. The Contractor shall take steps to minimize water use, shall meter water used, and provide metered use data to SAFD2 at the end of the project.

Question 9: Will activation of the new water main in phases and/or phased substantial completion be allowed?

Answer 9: No, the entire water system extension project shall be placed into service all at the same time. Testing (disinfection/flushing/pressure testing) of the system in segments is allowable.

Question 10: What class of ductile iron pipe is required.

Answer 10: Given the potential for aggressive/corrosive soil conditions in Alburgh, ductile iron (DI) pipe is not suitable for this project, and reference to the use of DI pipe shall be removed from Pipe Schedule 02605 in the specifications. Acceptable pipe materials shall be PVC or HDPE, as shown in that Pipe Schedule.

Question 11: The Pipe Schedule calls out PVC push-on fittings for PVC DR 18 pipe. Will DI MJ fittings also be allowed for use on the PVC DR 18 pipe?

Answer 11: Yes, DI MJ fittings (need to be AIS compliant) will be allowed with proper coatings and stainless steel bolts/accessories. DI fittings shall be wrapped/sealed with

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polyethylene encasement in accordance with manufacturers recommendations for use in corrosive soil applications.

Question 12: Is any special treatment required where the pipe trench section changes from “ledge” to “earth”?

Answer 12: Requirements for transitioning from pipe installation in a shallow trench depth/”ledge” situation to a normal trench depth/“earth” situation will be determined in the field based on observed conditions. If there is a gradual transition, fittings may not be warranted. If there is an abrupt change, restrained fittings (need to be AIS compliant) shall be utilized for this transition. The Contractor shall have appropriate restrained fittings available at the site if these are determined to be required. As noted in Specification Section 01150, pipe fittings are included in the unit price of the pipe.

Question 13: What is the difference between Pay Item 13 and 14?

Answer 13: Pay Item 13 “Drainage Culvert Replacement” will be used when culverts along the path of the water main are disturbed due to water main installation, are found to be in poor physical condition, and need to be replaced with a new culvert. For example, replacing a driveway culvert that is parallel to the water main alignment will be considered under this pay item. Pay Item 14 “Drainage Culvert Crossing” will be used when the water main crosses underneath an existing culvert, while the existing culvert remains in place. For example, installing the water main underneath an existing drainage culvert that crosses under the road and is perpendicular to the water main will be considered under this pay item.

Question 14: What mix type is required for Pay Item 12?

Answer 14: Please refer to Specification Section 02741, 2.01B for pavement replacement mix requirements.

Question 15: Is the construction of the Chlorine Building included in Pay Item 19?

Answer 15: Yes.

Question 16: Were any soil borings taken or was only probing performed?

Answer 16: Only soil probes were performed.

Question 17: The plans read NLTD (no ledge to depth) for the probing, but in some areas, it appears that the water line install design depth is below the depth of probe taken (see station 182+00 of page C19 as an example). How deep were the defined as NLTD probes that were taken?

Answer 17: Soil probes were obtained to a minimum of 8-feet below ground surface, unless otherwise noted. We also note that the information provided with each probe (depth to refusal or NLTD) are at the location where the probe was performed (generally along the

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edge of the road), which may or may not line up with the exact location of the pipe (generally offset from the edge of the road).

Question 18: If rock conditions are encountered during the Horizontal Directional Drilling (HDD) or Jack & Bore (J&B) work, will the work proceed as a change order to pay for the additional costs of rock drilling equipment or will the work transition to the open excavation pay items?

Answer 18: We have revisited the soil probe information at the location of each HDD installation and have made a judgement if each HDD will occur in “soil” or in “rock”. That assessment is summarized in the table below. Based on this assessment, we have added a new pay item for 6” HDD in “rock”, and have allocated the HDD quantity to “soil” and “rock” in accordance with this table. This way, we will have unit pricing established for 6” HDD installation under both conditions. This clarification has resulted in the need to reissue the Bid Form. See notes at the bottom of this Addendum regarding use of the new Bid Form.

Horizontal Directional Drilling (HDD): Earth vs. Rock Assessment						
HDD	Pipe	Stationing		Assumed HDD Conditions (LF)		Assumptions
Designation	Diameter	HDD Start	HDD End	Soil	Rock	
1	4-inch	133+35	135+50	215		100% earth
2	6-inch	180+95	184+75	380		100% earth
3	6-inch	205+80	208+10	230		100% earth
4	6-inch	217+70	223+93	312	311	50% earth, 50% rock
5	6-inch	233+80	235+25	145		100% earth
6	6-inch	238+63	241+63	300		100% earth
7	6-inch	244+45	250+70	625		100% earth
8	6-inch	259+52	260+90	138		100% earth
9	6-inch	304+45	306+62		217	100% rock
10	6-inch	321+00	324+70		370	50% earth, 50% rock
11	6-inch	325+81	328+90		309	100% rock
12	6-inch	335+67	336+83	116		100% earth
13	6-inch	346+15	348+29	214		100% earth
14	6-inch	356+10	357+48	138		100% earth
15	6-inch	363+23	365+70	247		100% earth
16	6-inch	388+44	391+16	272		100% earth
17	6-inch	399+94	405+62	568		100% earth
18	6-inch	417+53	426+11	429	429	50% earth, 50% rock
TOTAL HDD LENGTHS				4,329 LF	1,636 LF	

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Question 19: If HDD or J&B work does encounter rock conditions and the work is completed by open excavation will there be a pay item for the HDD and/or J&B attempts that were made?

Answer 19: At the locations where HDD or J&B are designated, this method of pipe installation is required to avoid impacts to wetlands, archaeologically significant sites, or state roads. Converting to an open cut method of pipe installation is not possible at these locations without revisiting the permits that have been issued for this project. If “rock” is encountered, the work will be paid under a new pay item for 6” HDD installation in “rock”. Based on the available probes, it is anticipated that the three areas of J&B, the 4” HDD, and all water services will occur in “soil”, so a “rock” pay item was not provided for these items. A new pay item for 6” HDD in “rock” has been added to the bid form (see also Answer 18 above). Regarding “attempts made” or “failed attempts”, as noted in Specification Section 02320 3.02C 10, “The Contractor shall redrill any pipeline as needed to complete the directional drilling operations as defined on the Drawings and specified herein at no additional cost to the Owner.” Same applies for J&B.

Question 20: There is no J&B spec in the bid documents. Can HDD be used for the sleeves on pay items # 4d, 4i, 5c or 5d.

Answer 20: Yes, HDD can be used in lieu of J&B for the sleeves. The phrase “...OR HORIZONTAL DIRECTIONAL DRILLING...” has been included in these four pay items on the new bid form to acknowledge this. If HDD is utilized for sleeve installation, HDPE sleeves are acceptable (in lieu of welded steel sleeves).

Question 21: Is a tracer wire required for plastic pipe?

Answer 21: Yes, a tracer wire is required for plastic pipe (in addition to the warning tape). See Attachment 2 which identifies the tracer wire, additional details, and replaces the “Typical Trench Detail” found on sheet C49 of the Bid Documents.

Question 22: What is the existing contour elevations for the proposed Chlorine Booster building?

Answer 22: A detailed field survey of the Chlorine Booster Building area was not performed. Using LIDAR on the ANR atlas, local grade is estimated to be about Elev. 102 to 103.

III. Additional Information

1. Make the following adjustments to Specification Section 01150, Measurement and Payment:

a. **Change** the name of Pay Item 4c to be:

4c. 6” Pipe Installed by Horizontal Directional Drilling In Soil, Per Linear Foot

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- b. **Change** the name of Pay Item 4d to be:

4d. 6” Pipe Installed by Jacking and Boring or Horizontal Directional Drilling with Sleeve, per Linear Foot

- c. **Change** the name of Pay Item 4i to be:

4i. 2” Pipe Installed by Jacking and Boring or Horizontal Directional Drilling with Sleeve, per Linear Foot

- d. **Insert** the following new Pay Item 4j:

4j. 6” Pipe Installed by Horizontal Directional Drilling in Rock, Per Linear Foot

- e. **Change** the name of Pay Item 5c to be:

5c. Water Service Pipes Installed by Jacking and Boring or Horizontal Directional Drilling with Sleeve ¾” to 1”, per Linear Foot

- f. **Change** the name of Pay Item 5d to be:

5d. Water Service Pipes Installed by Jacking and Boring or Horizontal Directional Drilling with Sleeve Greater Than 1”, per Linear Foot

- g. **Add** the following Pay Item Description:

4j. 6” Pipe Installed by Horizontal Directional Drilling in Rock, Per Linear Foot

Measure actual length installed.

Measurements shall commence and terminate at (1) face of fitting or adapter at connection to existing watermain and, (2) end of pipe. Do not deduct for adapters, fittings, and other pipe appurtenances.

Payment shall be per linear foot installed when rock is encountered within the “Horizontal Directional Drilling (HDD) Limits” identified on the Drawings and as specified herein. Includes pipe and adaptors, pipe welding, soil borings as required, site preparation, providing access, removing and resetting fencing, guardrails, drainage structures, or other obstructions within the route of the pipe, tracer wire, warning tape, witness markers, horizontal directional drilling in rock, containing drilling fluids, excavation and backfill, removal and disposal of excess material, protection of water quality in adjacent surface waters, flushing, disinfection and testing, unpaved surface restoration, digging up, protecting, and replanting hedges, shrubs, trees, and plants, clearing vegetation including trees of all sizes as deemed necessary by the engineer, and all other work incidental to complete the pipe installation within the identified limits.

Also include cost for preliminary trench excavations made for verifying location and elevation of existing utilities at all crossings indicated on the Drawings, and

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for locating points of connection of the new water main to an existing water distribution system. Excavation beyond 15 linear feet at each location, if authorized in writing by the Engineer, will be paid for under Miscellaneous Earth Excavation.

IV. New Bid Form

A new bid form is included with this Addendum. All bidders shall remove the bid form from the bidding documents, and replace with the REVISED bid form that is attached, which includes the note “REVISED - ADDENDUM NO. 2 (9-6-2024)” in the footer of the revised bid form. **Only bids that utilize this revised bid form with “Revised – Addendum No. 2 (9-6-2024)” in the footer will be received at the bid opening.**

This document and the attached REVISED Bid Form constitutes Addendum 2 for this project.

South Alburgh Fire District No. 2 (SAFD2)
Alburgh, Vermont

Attachment 1

PHASE II WATER SYSTEM IMPROVEMENTS

PREBID MEETING

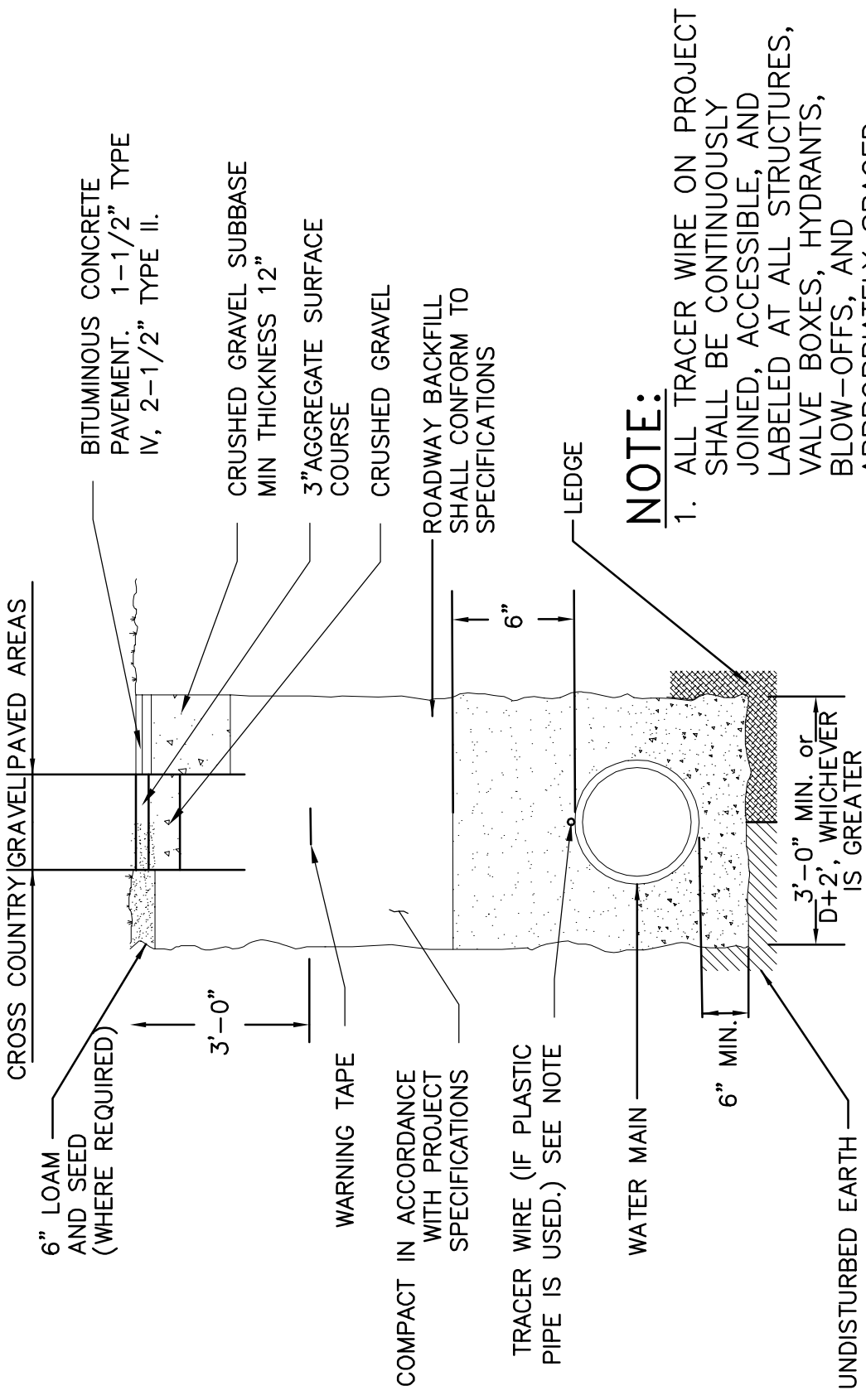
ATTENDANCE LOG

August 28, 2024
10:00 AM

(Please Print)

NAME	AFFILIATION & TITLE	PHONE #	E-MAIL ADDRESS
Kurt Huskins	S.D. Ireland Project Manager	802-863-6222	KHuskins@SDIreland.com
Jesse Smith	J Hutchins	802-474-3500	Chris@SketchesInc.com
Nick Raskay	Grw Tatro Construction	802-644-8875	NRaskay@grwtatro.com
Raleigh Palmer	Palmer Construction	802-309-1074	DHPalmer@RainPoint.Net
ERIC WELCOME	ENGINEERS CONSTRUCTION	802-343-0480	ewelcome@ecivt.com
ROSS MITCHELL	COURTLAND CONSTRUCTION	603-359-6500	RMITCHELLNH@GMAIL.COM
CLEMENTE VARGAS	KINGSBURY COMPANIES	802 224 6176	ESTIMATING@KINGSBURYCO.COM
Tony SPERANZA	SAFD2	802 598 7160	asperanza@yahoo.com
KATHY ROCHERDIEU	SAFD 2	802-557-5107	kathy_boyd@hotmail.com
Cheryl Dunn	Village of Alburgh	802-999-7707	villageofalburgh@gmail.com

SHAUN FIELDER	USDA VT RURAL DEVELOPMENT	802-828-6034	SHAUN.FIELDER@USDA.GOV
Peter Bull	Dubois & King	802-244-9440	pbull@dubois-king.com
Alton Brusca	SAFD #2	802-496-3239	
JOHN FITZGERALD	SAFD #2	802-249-1775	JohnFitz@AOL.COM
LORI BISHOP	OWNER	305-609-4663	
Chuck Goodling	DuBois & King	802-777-5258	cgoodling@dubois-king.com



NOTE:

1. ALL TRACER WIRE ON PROJECT SHALL BE CONTINUOUSLY JOINED, ACCESSIBLE, AND LABELED AT ALL STRUCTURES, VALVE BOXES, HYDRANTS, BLOW-OFFS, AND APPROPRIATELY SPACED ACCESS POINTS, ETC., AND SHALL TERMINATE AT A COPPERHEAD COBRA T3 (OR APPROVED EQUAL) TESTING STATION AT THE CHLORINE BOOSTER BUILDING.

TYPICAL TRENCH DETAIL
NOT TO SCALE

THIS DETAIL REPLACES THE DETAIL IN THE ORIGINAL BID DOCUMENTS

BID FORM FOR CONSTRUCTION CONTRACT

REVISED-ADDENDUM NO. 2 (9-6-2024)

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **South Alburgh Fire District 2**
- 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (**a Certified Check or Bid Bond for 5% of the Total Amount of Bid**);
 - ~~B. List of Proposed Subcontractors;~~
 - ~~C. List of Proposed Suppliers;~~
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - ~~E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;~~
 - F. Required Bidder Qualification Statement with supporting data **to be submitted within five (5) days of bid by the low bidder. Does not need to be submitted with the bid;**
 - G. **Positive demonstration of good faith DBE effort to include, definitive contact with Listed DBEs, and/or DBE 6100 series forms EPA Form 6100-3 (DBE Subcontractor Performance Form) and EPA Form 6100-4 (DBE Subcontractor Utilization Form).**

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:

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ITEM NO.	BRIEF DESCRIPTION - UNIT OR LUMP SUM PRICE (IN BOTH WORDS AND NUMERALS)	ESTIMATED QUANTITY	TOTAL PRICE φ (IN NUMERALS)
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1. MOBILIZATION/DEMOBILIZATION, PER LUMP SUM;

_____ DOLLARS AND 1 L.S.
_____ CENTS (\$ _____) \$ _____

2. EROSION PREVENTION AND SEDIMENT CONTROL, PER LUMP SUM;

_____ DOLLARS AND 1 L.S.
_____ CENTS (\$ _____) \$ _____

3. FLAGGERS, PER HOUR;

_____ DOLLARS AND 4,500 HR.
_____ CENTS (\$ _____) \$ _____

4. WATER MAINS, PER LINEAR FOOT;

4a. 6" PIPE INSTALLED BY OPEN-CUT (NORMAL BURIAL DEPTH), PER LINEAR FOOT

_____ DOLLARS AND 17,655 L.F.
_____ CENTS (\$ _____) \$ _____

4b. 6" PIPE INSTALLED BY OPEN-CUT (SHALLOW BURIAL DEPTH), PER LINEAR FOOT

_____ DOLLARS AND 3,155 L.F.
_____ CENTS (\$ _____) \$ _____

4c. 6" PIPE INSTALLED BY HORIZONTAL DIRECTIONAL DRILLING IN SOIL, PER LINEAR FOOT

_____ DOLLARS AND 4,114 L.F.
_____ CENTS (\$ _____) \$ _____

4d. 6" PIPE INSTALLED BY JACKING AND BORING OR HORIZONTAL DIRECTIONAL DRILLING WITH SLEEVE, PER LINEAR FOOT

_____ DOLLARS AND 185 L.F.
_____ CENTS (\$ _____) \$ _____

4e. 4" PIPE INSTALLED BY OPEN-CUT (NORMAL BURIAL DEPTH), PER LINEAR FOOT

_____ DOLLARS AND 12,000 L.F.
_____ CENTS (\$ _____) \$ _____

4f. 4" PIPE INSTALLED BY OPEN-CUT (SHALLOW BURIAL DEPTH), PER LINEAR FOOT

_____ DOLLARS AND 3,080 L.F.
_____ CENTS (\$ _____) \$ _____

4g. 4" PIPE INSTALLED BY HORIZONTAL DIRECTIONAL DRILLING, PER LINEAR FOOT

_____ DOLLARS AND 215 L.F.
_____ CENTS (\$ _____) \$ _____

4h. 2" PIPE INSTALLED BY OPEN-CUT (NORMAL BURIAL DEPTH), PER LINEAR FOOT

_____ DOLLARS AND 2,695 L.F.
_____ CENTS (\$ _____) \$ _____

4i. 2" PIPE INSTALLED BY JACKING AND BORING OR HORIZONTAL DIRECTIONAL DRILLING WITH SLEEVE, PER LINEAR FOOT

_____ DOLLARS AND 120 L.F.
_____ CENTS (\$ _____) \$ _____

4j. 6" PIPE INSTALLED BY HORIZONTAL DIRECTIONAL DRILLING IN ROCK, PER LINEAR FOOT

_____ DOLLARS AND 1,636 L.F.
_____ CENTS (\$ _____) \$ _____

5. **WATER SERVICES, PER LINEAR FOOT;**

5a. **WATER SERVICE PIPES INSTALLED BY OPEN CUT ¾" TO 1", PER LINEAR FOOT**

_____ DOLLARS AND 3,000 L.F.*
_____ CENTS (\$ _____) \$ _____

5b. **WATER SERVICE PIPES INSTALLED BY OPEN CUT GREATER THAN 1", PER LINEAR FOOT**

_____ DOLLARS AND 500 L.F.*
_____ CENTS (\$ _____) \$ _____

5c. **WATER SERVICE PIPES INSTALLED BY JACKING AND BORING OR HORIZONTAL
DIRECTIONAL DRILLING WITH SLEEVE ¾" TO 1", PER LINEAR FOOT**

_____ DOLLARS AND 500 L.F.*
_____ Cents (\$ _____) \$ _____

5d. **WATER SERVICE PIPES INSTALLED BY JACKING AND BORING OR HORIZONTAL
DIRECTIONAL DRILLING WITH SLEEVE GREATER THAN 1", PER LINEAR FOOT**

_____ DOLLARS AND 250 L.F.*
_____ Cents (\$ _____) \$ _____

6. **GATE VALVES AND APPURTENANCES**

6a. **6" GATE VALVES AND APPURTENANCES, PER EACH;**

_____ DOLLARS AND 14 E.A.
_____ CENTS (\$ _____) \$ _____

6b. **4" GATE VALVES AND APPURTENANCES, PER EACH;**

_____ DOLLARS AND 9 E.A.
_____ CENTS (\$ _____) \$ _____

6c. **2" GATE VALVES AND APPURTENANCES, PER EACH;**

_____ DOLLARS AND 2 E.A.
_____ CENTS (\$ _____) \$ _____

7. **CORPORATION STOPS AND APPURTENANCES**

7a. **CORPORATION STOPS AND APPURTENANCES ¾" TO 1", PER EACH;**

_____ DOLLARS AND 95 E.A.
_____ Cents (\$ _____) \$ _____

7b. **CORPORATION STOPS AND APPURTENANCES GREATER THAN 1", PER EACH;**

_____ DOLLARS AND 15 E.A.
_____ Cents (\$ _____) \$ _____

8. **CURB STOPS AND APPURTENANCES**

8a. **CURB STOPS AND APPURTENANCES ¾" TO 1", PER EACH;**

_____ DOLLARS AND 95 E.A.
_____ CENTS (\$ _____) \$ _____

8b. **CURB STOPS AND APPURTENANCES GREATER THAN 1", PER EACH;**

_____ DOLLARS AND 15 E.A.
_____ CENTS (\$ _____) \$ _____

9. **FLUSHING HYDRANT, BRANCH AND VALVE, PER EACH;**

_____ DOLLARS AND 14 E.A.
_____ CENTS (\$ _____) \$ _____

10. **BLOW-OFF, BRANCH AND VALVE, PER EACH;**

_____ DOLLARS AND 2 E.A.
_____ CENTS (\$ _____) \$ _____

11. **CONNECT NEW WATER SYSTEM TO EXISTING WATER SYSTEM, PER LUMP SUM;**

_____ DOLLARS AND 1 L.S.
_____ CENTS (\$ _____) \$ _____

12. **BITUMINOUS CONCRETE PAVEMENT TRENCH REPLACEMENT, PER TON;**

_____ DOLLARS AND 250 TON
_____ CENTS (\$ _____) \$ _____

13. **DRAINAGE CULVERT REPLACEMENT, PER LINEAR FOOT;**

_____ DOLLARS AND 300 L.F.
_____ CENTS (\$ _____) \$ _____

14. **DRAINAGE CULVERT CROSSING, PER EACH;**

_____ DOLLARS AND 11 E.A.
_____ CENTS (\$ _____) \$ _____

15. **GRANULAR AND STONE MATERIALS, PER CUBIC YARD;**

15a. **SAND, PER CUBIC YARD;**

_____ DOLLARS AND 150 C.Y.*
_____ CENTS (\$ _____) \$ _____

15b. **BANK RUN GRAVEL, PER CUBIC YARD;**

_____ DOLLARS AND 150 C.Y.*
_____ Cents (\$ _____) \$ _____

15c. **SCREENED GRAVEL, PER CUBIC YARD;**

_____ DOLLARS AND 150 C.Y.*
_____ Cents (\$ _____) \$ _____

15d. **CRUSHED GRAVEL, PER CUBIC YARD;**

_____ DOLLARS AND 150 C.Y.*
_____ Cents (\$ _____) \$ _____

15e. **CRUSHED STONE, PER CUBIC YARD;**

_____ DOLLARS AND 150 C.Y.*
_____ Cents (\$ _____) \$ _____

16. **ROCK EXCAVATION AND DISPOSAL, PER CUBIC YARD;**

_____ DOLLARS AND 2,000 C.Y.*
_____ CENTS (\$ _____) \$ _____

17. **MISCELLANEOUS EARTH EXCAVATION, PER CUBIC YARD;**

_____ DOLLARS AND 50 C.Y.*
_____ CENTS (\$ _____) \$ _____

18. **REMOVAL OF UNSUITABLE MATERIAL, PER CUBIC YARD;**

_____ DOLLARS AND 50 C.Y.*
_____ Cents (\$ _____) \$ _____

19. **CHLORINE BOOSTER BUILDING, PER LUMP SUM;**

_____ Dollars and 1 L.S.
_____ Cents (\$ _____) \$ _____

Total of All Bid Items	(TOTAL BID) ⁷	(\$ _____) ϕ	
_____			Dollars
And _____	Cents		

* = Indeterminate, quantity assumed for comparison of bids.

ϕ = For informational comparison only.

B. 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.
3. **In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words shall govern.**
4. **BIDDERS must bid on each item. All entries in the entire BID must be made clearly and in ink; prices bid must be written in both words and figures.**
5. **Bidders must insert extended item prices obtained from quantities and unit prices.**
6. **Bids shall include all applicable taxes and fees.**
7. **Bids will be evaluated on the Total of All Bid Items.**

ARTICLE 4—TIME OF COMPLETION

- 4.01 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.
- 4.02 ~~Bidder agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~
- 4.03 ~~Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~
- 4.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. 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.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything 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 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.
 - 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.
 - e. **Disclosure of Lobbying Activities - In conformance with 45 CFR Part 604, the Bidder certifies, to the best of his or her knowledge and belief, that:**

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - 3) The Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including contracts, subcontracts, and sub- grants under grants and loans) and that all sub-recipients shall certify and disclose accordingly.
 - 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- f. **Certification Regarding Debarment, Suspension, Ineligibility - The Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Bidder is unable to certify to any of the statements in this certification, the undersigned shall attach an explanation to this proposal.**
- g. **Notice to Labor Unions or other Organizations of Workers (Non-Discrimination In Employment) - The Bidder hereby agrees to the following conditions:**
- 1) It will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, paid for in whole or in part with funds obtained from the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts and Federally assisted construction contracts by Sections 202 and 301 of Executive Order 11246, as amended.
 - 2) It will assist and cooperate actively with the Environmental Protection Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with said contract provisions and with the rules, regulations, and relevant orders of the Secretary.

- 3) It will obtain and furnish to the Environmental Protection Agency and to the Secretary of Labor such information as they may require for the supervision of such compliance.
 - 4) It will enforce the obligations of Contractors and Subcontractors under such provisions, rules, regulations and orders.
 - 5) It will carry out sanctions and penalties for violations of such obligations imposed upon Contractors and Subcontractors by the Secretary of Labor or the Environmental Protection Agency.
 - 6) It will refrain from entering into any contract subject to this Order or extension or other modification of such a contract with a Contractor or Subcontractor debarred from Government contracts and Federally assisted construction contracts under Part II, Subpart D of this Order, and
 - 7) In the event that he fails and refuses to comply with his undertakings, the Bidder agrees that the Environmental Protection Agency may cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, or guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11246, as amended, until satisfactory assurance of future compliance has been received from such Bidder, or may refer the case to the Department of Justice for appropriate legal proceedings.
- g. **Certification of Non-Segregated Facilities - The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.**

ARTICLE 7—BID SUBMITTAL

- 9.1 By signing this BID, the BIDDER certifies that the BIDDER complies with the following Federal requirements:**

- A. 45 CFR Part 604 – Disclosure of Lobbying Activities
- B. Certification regarding Debarment, Suspension, and Ineligibility Statement
- C. Notice to Labor Unions or other Organizations
of Workers Certification of Non-Segregated
Facilities

- 9.2 I have, have not (check one), participated in a previous contract or subcontract subject to Executive order No. 11246, as amended, (regarding equal employment opportunity) or a preceding similar Executive Order. See the following for Executive Order No. 11246: <http://www.dol.gov/ofccp/regs/statutes/eo11246.htm>
- 9.3 I have, have not (check one), previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
- 9.4 Bidder understands that if Bidder has failed to file any compliance reports that have been required of them, Bidder is not eligible and will not be eligible to have their Bid considered or to enter into the proposed contract unless and until Bidder makes an arrangement regarding such reporting that is satisfactory to the Agency and the office where the reports are required to be filed.
- 9.5 Bidder understands and acknowledges that the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="radio"/> DOT <input type="radio"/> SBA <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)