

Addendum No. 4

**CITY OF ABERDEEN
ABERDEEN, MARYLAND
DEPARTMENT OF PUBLIC WORKS
ABERDEEN ADVANCED WWTP HEAT
EXCHANGER REPLACEMENT**



Engineering Project No. 11205021

Receipt of this Addendum shall be automatically recorded by the City of Aberdeen once each Bidder downloads the Addendum No. 4 file from the City of Aberdeen website. No further action on the part of a Bidder is required to acknowledge receipt.

BIDS DUE REMINDER

Bid is due **2:00 PM prevailing time, on September 24, 2020.**

General Clarifications and Reminders

1. The restoration of the site between the BGE main gas line and the new gas meter is the responsibility of BGE and its subcontractor.
2. For the new gas line between the gas meter and building, the Contractor is to sawcut and remove a portion of the concrete walkway and install the new gas line below grade. The concrete walkway is to be replaced complete with doweled rebar.
3. Currently, there are only two existing Heated Sludge Recirculation Pumps No. 1 and No. 3. They are manually selected by the existing selector switch to run to feed sludge to the existing Sludge Heaters No. 2 or No. 3 or both when required (Sludge Heater No. 1 in the center is out of service). The design intent is maintain the manual selection and operation of the existing Heated Sludge Recirculation Pumps to pump sludge to either new HE-1 or HE-2. Additionally, the run status contacts from the starters of the existing Heated Sludge Recirculation Pump No. 1 and Heated Sludge Recirculation Pump No. 3 are individually wired to HE-1 as well as HE-2.

Modifications to the Project Manual

1. Aberdeen has identified a number of pipe obstructions from abandoned pipelines in the basement area that can be removed and capped to improve the clearance height in the basement area for the specified work. These pipe obstructions are in addition to the required demolition and reconnections to the heat exchanger systems in the boiler room as shown on the Contract Drawings. Following project notice to proceed, Aberdeen will identify the extent of the pipe systems that can be removed and capped. An allowance has been included in the bid form to allow the Contractor to charge the needed time-and-material costs for pipe demolition and removal and capping of the abandoned lines.

REPLACE Specification Section 00410 – Bid Form in its entirety (attached).

Modifications to the Project Drawings

1. On Drawing E101, Heater Room – Power Plan

- **Delete** Work associated with HOA (#1), HOA (#2), HOA (#3), HOA (#1/2/3) and SELECTOR SWITCH (#1/2/3).
 - **Clarify** for CIRCUIT No. 5 description: The existing circuit breaker to be used for HE-1 is located in MCC-CC (MCC-CC-F2FR, to be field-verified).
 - **Clarify** for CIRCUIT No. 6 description: The existing circuit breaker to be used for HE-2 is located in MCC-CC (MCC-CC-F8FR, to be field-verified).
2. On Drawing E-602, Diagram No. 45K Heating Heated Sludge Recirculation Pump
- For Heated Sludge Recirculation Pump No. 1:
 - **Delete** NEW HE-1 RUN CONTACT.
 - **Add** wiring from a spare M contact to the Sludge Recirculation Pump Running input in HE-2 control panel. If there are insufficient spare M contacts in Heater Sludge Recirculation Pump No. 1 starter (MCC-CCC-F3D), provide an ice-cube relay with DPDT contacts in MCC-CCC-F3D, with the relay coil controlled by the existing M contact.
 - For Heated Sludge Recirculation Pump No. 2:
 - **Delete** Work associated with this diagram.
 - For Heated Sludge Recirculation Pump No. 3:
 - **Delete** NEW HE-2 RUN CONTACT.
 - **Add** wiring from a spare M contact to the Sludge Recirculation Pump Running input in HE-1 control panel. If there are insufficient spare M contacts in Heater Sludge Recirculation Pump No. 3 starter (MCC-CCC-F2E), provide an ice-cube relay with DPDT contacts in MCC-CCC-F2E, with the relay coil controlled by the existing M contact.
3. On Drawing E-602, Diagram No. 45L Heated Sludge Recirculation Pump No. 1/2/3
- **Delete** Work associated with this diagram.
4. On Drawing E-602, Heat Exchanger HE-1 Wiring Diagram
- For HE-1:
 - **Delete** wiring from HE-1 RUN contact to Heater Sludge Recirculation Pump No. 1 starter (MCC-CCC-F3D).
 - **Delete** wiring from HE-1 RUN contact to Heater Sludge Recirculation Pump No. 1/2/3 starter (MCC-CCC-F8E).
 - **Substitute** M contact in Heater Sludge Recirculation Pump No. 3 starter (MCC-CC-F2E) for M contact in Heater Sludge Recirculation Pump No. 1/2/3 starter (MCC-CCC-F8E).
 - For HE-2:
 - **Delete** wiring from HE-2 RUN contact to Heater Sludge Recirculation Pump No. 2 starter (MCC-CCC-F7D).

- **Delete** wiring from HE-2 RUN contact to Heater Sludge Recirculation Pump No. 3 starter (MCC-CCC-F2E).
- **Substitute** M contact in Heater Sludge Recirculation Pump No. 1 starter (MCC-CCC-F3D) for M contact in Heater Sludge Recirculation Pump No. 2 starter (MCC-CCC-F7D).

END OF ADDENDUM NO. 4

SECTION 00410

BID FORM

Aberdeen Advanced Wastewater Treatment Plant

Heat Exchangers Replacement

Bid Number 20-12

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Mr. Parley Hess
Assistant City Engineer
60 North Parke Street
Aberdeen, MD 21001
Phone Number: 410-272-1600 ext. 233
Cell Phone Number: 443-617-0038
Email: phess@aberdeenmd.gov

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 – 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.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

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- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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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 Schedule A - Lump Sum Bid Items:

- A. Bidder will complete the Work in accordance with the Contract Documents for the prices provided in [HTTPS://Aberdeenmd.gov/bids](https://Aberdeenmd.gov/bids) and inserted in the blank spaces below. To the extent that there is any inconsistency between the two, the prices provided in [HTTPS://Aberdeenmd.gov/bids](https://Aberdeenmd.gov/bids) shall control.
- B. Bidder agrees to provide all Work specified in the Contract Documents. Lump sum work price shall include the cost for providing equipment and materials for the project, complete in place.
- C. For Specification Section 11395, the Digester Heating Equipment has been pre-selected by the City of Aberdeen and is to be purchased and installed by Contractor. Bidders shall include the equipment price of \$252,000 as part of the lump sum Bid Item 1 for the purchase of the digester heating equipment identified within Walker Process Equipment Proposal No. 19-0107S attached to Section 11395.
- D. Lump sum items include all Work in the Contract Documents except Allowances.

5.02 Schedule B - Allowance:

- A. Bidder agrees to provide an allowance of \$5,000.00. Allowance includes cost of product and applicable taxes to Contractor or Subcontractor, less applicable trade discounts. Allowance includes costs associated with labor, equipment, and material costs to remove asbestos, not identified in the Contract Documents, that are identified by the Owner during the Construction Period at the Site.

5.03 Schedule C - Allowance:

- A. Bidder agrees to provide an allowance of \$25,000.00. Allowance includes cost of product and applicable taxes to Contractor or Subcontractor, less applicable trade discounts. Allowance includes costs associated with labor, equipment, and material costs to demolish, remove and reinstall, and cap piping in the basement to facilitate new equipment installation, not identified in the Contract Documents, that are identified by the Owner during the Construction Period at the Site.

5.04 Schedule D - Total Bid Price:

- A. Determination of the apparent low Bidder shall be based on the Total Bid Price determined as follows.
- B. All mathematical errors will be corrected. In case of discrepancy between the correct sum of individual bid items and the (incorrectly) calculated sum, the correct sum of individual bid items will govern.

ITEM NO.	TOTAL PRICE
Schedule A Total (Lump Sum Bid Items)	\$

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ITEM NO.	TOTAL PRICE
Schedule B Total (Allowance)	\$ 5,000.00
Schedule C Total (Allowance)	\$25,000.00
Total Bid Price	\$

TOTAL BID PRICE (in words)

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid Bond;
 - B. Statement of Bidder’s Qualifications;
 - C. Non-Collusive Affidavit;
 - D. List of Proposed Subcontractors;
 - E. 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.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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

By: _____
[Signature]

[Printed name] _____

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(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)

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