

CITY OF CUMBERLAND, MARYLAND
EVITTS CREEK CSO UPGRADES PHASE 1
PUMPING STATION IMPROVEMENTS
CONTRACT NO. 17-03-S(1)

ADDENDUM NO. 1

August 14, 2009

The following Addendum is issued on the above-captioned date hereby contains revisions, clarifications, and information pertinent to the bid of the **Evitts Creek CSO Upgrades Phase 1A Force Main and Gravity Sewer**, City of Cumberland Project No 17-03-S(1) and shall supplement, amend and become part of the Bidding Documents and Construction Specifications for the aforesaid Bid. All bids shall be based on this addendum, in accordance with the Bidding Documents. Acknowledge receipt of this Addendum in the space provided on the Proposal. **Failure to do so may subject bidder to disqualifications.**

I. CLARIFICATIONS

1. The Pre-bid Meeting Minutes and Sign in Sheet are attached.

II. REVISIONS TO THE CONTRACT SPECIFICATIONS

1. Section 00200, Instruction to Bidders, page 00200-7, Article 15.01:
 - a. **DELETE** paragraphs D. through H. and **REPLACE** with the following:
 - “D. Certification Regarding Lobbying (Section 00801)
 - E. DBE Subcontractor Participation Form (Section 00801)
 - F. DBE Subcontractors Performance Form (Section 00801)
 - G. DBE Subcontractors Utilization Form (Section 00801)
 - H. Assurances for Compliance with Federal Laws and Regulations (Section 00801)
 - I. DBE Good Faith Effort Checklist (Section 00801)
 - J. Signed copy of all addenda
 - K. Written evidence of authority to do business in Maryland”
2. Section 00410, Bid Form:

- a. **DELETE** pages 12, 13, 14 (last three pages in this section)
- 3. Section 00801, Contract Inserts:
 - a. **REPLACE** entire section with the new Section 00801 attached herein.
- 3. Section 01590, "Field Offices", paragraph 2.02:
 - a. **DELETE** first sentence and **REPLACE** with the following:

The Contractor shall provide, within the Mobilization lump sum bid item and without extra cost to the Owner, suitable field offices in an approved location on the site of the project, separate from his own field office, for the exclusive use of the Engineer and the Owner.

III. REVISIONS TO THE CONTRACT DRAWINGS

- 1. Drawing S-4, Sheet 18, Lower Plan and Section:
 - a. **REPLACE** the "36" DIA. PIPE" callouts with "42" DIA. PIPE"

END of Addendum No. 1



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MEMORANDUM OF MEETING

Date: August 17, 2009

Date of Meeting: August 13, 2009

Time: 10:00 am

Location: City of Cumberland Public Safety Building 3rd Floor Conference Room

Project: **EVITTS CREEK CSO UPGRADES PHASE 1A**
Force Main and Gravity Sewer
CITY PROJECT NO. 17-03-S(1)

Subject: **Pre- Bid Meeting Minutes**

Attendees: See Attached

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1. Bids are due September 9th, 2009 at 2pm
 2. The format is bid price per item with a 5% bid bond required with submission of bid.
 3. New contract inserts will be provided for Section 00801 as part of Addendum #1. It is essential for all bidders to fill out the forms to the best of their ability to avoid having their bids rejected.
 4. Project funding will be through MDE and EPA grants. Special requirements are included in the Section 00801 provided under Addendum #1.
 5. Construction shall be substantially complete within 365 calendar days after notice to proceed.
 6. National Park Service (NPS) permit has not yet been issued; however, a draft of the special use permit is included in Appendix D of the specifications. Some additional conditions would include no refueling on the NPS park property, maintaining park access to park visitors, tow path not to be used for construction access. The work within the park cannot commence without the finalization of the permit. Currently all construction in the park is add-alternate and can be eliminated at City's discretion. It is estimated that the permit will be received by spring of 2010.

The suggested construction sequence is outlined in Section 01106. It is suggested that the forcemain and gravity sewers north of CSX railroad be constructed first due to the delay in the NPS permit.

7. Evitts Creek crossing to be performed via open cut, cofferdam method. No in-stream work is allowed from March 1st to June 15th, inclusive.
8. Some coordination might be required with ENR upgrade construction at the wastewater treatment plant. If an overlap in construction occurs, the contractor might need to share access to the site near Candoc Lane.



Whitman, Reardon and Associates, LLP

PRE-BID MEETING
SIGN-IN SHEET
EVITTS CREEK CSO UPGRADES PHASE 1A
FORCE MAIN AND GRAVITY SEWER
CITY PROJECT NO. 17.03-S(1)

Thursday, August 13, 2009
Time: 10:00 A.M.

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SECTION 00801

CONTRACT INSERTS

FORMS AND INSERTS

- A. Federal Requirement and Contract Provisions for Special Appropriation Act Projects (EPA)
- B. Requirements and Contract Provisions for the Project Financed Through the Maryland Water Quality Revolving Loan Fund and the Maryland Drinking Water Revolving Loan Fund (MDE)
- C. Construction Sign Insert

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FEDERAL REQUIREMENTS AND CONTRACT PROVISIONS FOR
SPECIAL APPROPRIATION ACT PROJECTS
US ENVIRONMENTAL PROTECTION AGENCY
Region III

The project or segment thereof to be constructed in accordance with these contract documents is subject to the following Federal requirements. In the event of conflict with other requirements of the contract documents, the following Federal requirements control unless the Federal requirement is a minimum requirement. Nothing in this document shall be construed to prohibit the owner from requiring additional assurances, guarantees, indemnities, or other contractual requirements from any other party to this agreement.

This Federal insert has been provided by the Owner to the Contractor for two reasons. Section I, II, III, IV, V, VI and VII are required provisions of the construction contract and are hereby incorporated in that contract. The remaining sections have been provided as an aid in complying with Federal requirements, and highlight particular sections of the regulations and regional requirements with which the bidders should be familiar.

THE BIDDERS SHOULD BE PARTICULARLY AWARE OF THE FOLLOWING CRITICAL REQUIREMENTS CONTAINED HEREIN:

1. THE AFFIRMATIVE ACTION PROGRAM REQUIREMENTS AND GOALS.
2. THE SOLICITATION FOR DISADVANTAGED BUSINESS ENTERPRISE (DBE).
3. THE CERTIFICATION REGARDING LOBBYING
4. DBE SUBCONTRACTOR REPORTING FORMS

Any contract or contracts awarded under this invitation for bids are expected to be funded in part by a grant from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is or will be a party to this invitation for bids or any resulting contract. This procurement will be subject to regulations contained in 40 CFR PART 30 (Non-Profit Organizations), 31 (Local Governments, Authorities, and Special Districts) and 33.

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I CONTRACT PROVISIONS

Recipients must include, when appropriate, the following thirteen clauses or their equivalent in each subagreement. Recipients may substitute other terms for "recipient" and "contractor" in their subagreements.

1. Supersession

The recipient and the contractor agree that this and other appropriate clauses in 40 CFR 31.36 or their equivalent apply to the EPA funded work to be performed under this subagreement and that these clauses supersede any conflicting provisions in this subagreement.

2. Privity of Subagreement

This subagreement is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies, or employees is or will be a party to this subagreement or any lower tier subagreement. This subagreement is to be subject to regulations contained in 40 CFR Part 31 in effect on the date of the assistance award for this project.

3. Changes

a) *This clause in paragraph (a) applies to subagreements for construction.*

(1) The recipient may, at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the subagreement, including but not limited to changes:

- (i) In the specifications (including drawings and designs);
- (ii) In the time, method, or manner of performance of the work;
- (iii) In the recipient-furnished facilities, equipment, materials, services, or site; or
- (iv) Directing acceleration in the performance of the work.

(2) A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the recipient which causes any change, provided the contractor gives the recipient written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

(3) Except as provided in this clause, no order, statement, or conduct of the recipient shall be treated as a change under this clause or entitle the contractor to an equitable adjustment.

(4) If any change under this clause causes an increase or decrease in this contractor's cost or the time required to perform any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the subagreement modified in writing and, except for claims based on defective specifications, no claim for

any change under paragraph (a) (2) above shall be allowed for any costs incurred more than 20 days before the contractor gives written notice as required in paragraph (a)(2). In the case of defective specifications for which the recipient is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the contractor in attempting to comply with those defective specifications

(5) If the contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under paragraph (1) of this change clause or the furnishing of a written notice under paragraph (2) of this clause, submit to the recipient a written statement setting forth the general nature and monetary extent of such claim. The recipient may extend the 30 day period. The statement of claim may be included in the notice under paragraph (2) of this change clause.

(6) No claim by the Contractor for an equitable adjustment shall be allowed if made after final payment under this subagreement.

b) *The clause in this paragraph applies to subagreements for services.*

(1) The recipient may, at any time, by written order, make changes within the general scope of this agreement in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost or time required to perform any services under this agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt by the contractor of the notification of change unless the recipient grants additional time before the date of final payment.

(2) No services for which an additional compensation will be charged by the contractor shall be furnished without the written authorization of the recipient.

(c) *This clause in paragraph (c) applies only to subagreements for supplies.*

(1) The recipient may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this subagreement, in any one or more of the following:

(i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the recipient:

- (ii) Method of shipment or packing; and
- (iii) Place of delivery.

(2) If any change causes an increase or decrease in the cost or the time required to perform any part of the work under this subagreement, whether or not changed by any such order, an equitable adjustment shall be made in the subagreement price or delivery schedule, or both, and the subagreement shall be modified in writing. Any claim by the contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the contractor of the notification of change. If the recipient decides that

