### ADDENDUM NUMBER 1

### TO

### NOTICE OF BID

### HOT MIX ASPHALT PAVMENT COMPLETE IN PLACE AND ADJUSTMENT OF CASTINGS

### FOR THE

### TOWN OF HOLDEN, MASSACHUSETTS

### TO: ALL BIDDERS

DATE: May 19, 2021

### GENERAL INFORMATION TO BIDDERS

Please acknowledge receipt of this addendum on the BID FORM of the Bid Package.

### ADDENDUM ITEMS

The following supplements and/or supersedes the bid package for the project as follows:

- 1. The date and time of receipt of all bids has changed, and will now be *10:00 AM*, *Thursday*, *May* 27, 2021
- 2. Replace the Bid Form Sheets, Page 1 through 5 of the original Bid with attached revised Bid Form Sheet pages 1-5. Note revised quantities in Base Bid and addition of Add Alternate Bid items.
- 3. Delete Section 6: Award of Contract in its entirety and replace with the following:

### 6. Award of Contract

A.The lowest priced, responsible bidder shall be awarded a contract to perform the work described herein. A responsible bidder shall be determined using the qualifications further described herein. The form of contract to be awarded may be found in Attachment C.

B. At the Town's discretion, a Contract may be awarded to the lowest price base bid and add alternate bid from a responsible and responsive bidder.

4. Add new section "Add Alternate DPW Facility Paving-Specifications" to the Bid Package. The Plan Sheet C301 Layout and Materials Plan, Plan Sheet C401 Construction Plan and Detail Sheet CCR-003 Paving Details are added to the Bid Package as part of the Specifications.

### **TOWN OF HOLDEN**

### DEPARTMENT OF PUBLIC WORKS BID FORM FOR HOT MIX ASPHALT PAVEMENT COMPLETE IN PLACE AND ADJUSTMENT OF CASTINGS

BID ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
BASE BID		1	1	
220	Manhole And Catch Basin Structure Adjustments	17 each	\$/Eac h	\$
220.001	Miscellaneous Locations-Manhole & Catch Basin Structure Adjustments	5 each	\$/Eac h	\$
220.2	Structures Rebuilt	20 vf	\$/VF	\$
460.001	Class I Bituminous Concrete Pavement Top Course	4,350 Tons	\$/Ton	\$
464	Tack Coat	1,100 Gallons	\$/Gal	\$
	Т	YOTAL BASE BID	: \$	

Total Base Bid Price in writing:

# Add Alternate #1: The Quantities below are to be furnished at the New DPW Facility at 18 Industrial Drive

A1-1	Class I Bituminous Concrete Pavement Top Course	1,565 Tons	\$/Ton	\$
A1-2	Class I Bituminous Concrete Pavement Binder Course	3,000 Tons	\$/Ton	\$
A1-3	Tack Coat	1,000 Gallons	\$/Gal	\$
A1-4	Berm	35 Tons	\$/Ton	\$
TOTAL ADD ALTERNATE BID: \$				

Total Add Alternate Bid Price in writing:

## TOTAL BASE BID AND ADD ALTERNATE BID:

Total Base Bid and Add Alternate Bid Price in writing:

## THE BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:

#1.

Signature of Individual or Corporate Officer Date

\$\_\_\_\_\_

All bids will be evaluated on the total estimate of quantities of work to be done, as shown above. The quantities shown in the Bid Form are approximate only, being given as a basis for the comparison of bids and to determine the approximate amount of the consideration of the contract. The bidder will be required to complete the work specified whether the required quantities are more or less than the amounts herein estimated without any change in the contract unit price. The final payment will not be made until the work is so completed.

The undersigned 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. The term "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies that (1) 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; (2) that all employees to be employed at the worksite 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 employees begin work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

DATE:	_
COMPANY:	
ADDRESS:	
TELEPHONE:	FAX:
NAME & TITLE OF AUTHORIZED PERSON	
SIGNATURE OF AUTHORIZED PERSON	
EMAIL	

### CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Law Chapter 62C,  $\delta$  49A, I hereby certify under penalties of perjury that I have, to the best of my knowledge and belief, complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Soci	ial Security or Federal I.D. Number
Signa	ture: Individual or Corporate Officer
	Date
	Please Print
	Corporate Name
	Address
	PO Box
	PO BOX

City, State, Zip Code

\*Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Proposers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or executed. This request is made under the authority of M.G.L. Ch. 62C,  $\delta$ 48A.

### Price Adjustment For Hot Mix Asphalt Mixtures

This price adjustment is inserted in the contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the municipality depending on an increase or decrease in the average price of liquid asphalt.

This provision applies to all hot mix asphalt mixtures containing liquid asphalt.

The Base Price of Liquid Asphalt on the project will be a fixed price and shall be (\$540.00) per ton, which includes Sate Tax.

The price adjustment will be based on the variance in price for the Liquid Asphalt component only from the Base price to the Period Price. It shall not include transportation or other charges.

The Period Price for Hot Mix Asphalt for a two month period (FOB Terminal) will be determined and published by the Massachusetts Department of Transportation (<u>www.massdot.state.ma.us/Highway</u>) by averaging the prices posted at the beginning, middle, and end of each two month period by two or more suppliers.

The Contract Price of the Hot Mix Asphalt Mixture will be paid under the respective item in the contract. The price adjustment, as herein provided, upward and downward, will be made as work is performed, using the most recent previous price adjustment Item until the applicable Period Price is established.

The asphalt content for Hot Mix Asphalt Mixtures shall be 5.5% (0.055) by weight regardless of percentages established by the Job Mix Formula as described in Material Section M3.11.03 of the Standard Specification.

The Price adjustment will be a separate payment item. It will be determined by multiplying the number of tons of Hot Mix Asphalt placed during each previous two month period by asphalt content percentage (0.055) times the variance in price between Base Price and Period Price of asphalt.

No price adjustment will be allowed beyond the completion date of the contract, unless there is an approved extension of time by the municipality.

## ADD ALTERNATE DPW FACILITY PAVING

### **SPECIFICATIONS**

### 1. DESCRIPTION

A. Furnish and install new hot mix asphalt pavement of various types and thicknesses at the new DPW Facility being constructed at 18 Industrial Drive, per the attached design plans and drawings. The building contractor is M. O'Connor Contracting, Inc. (MOCC) of West Roxbury, MA. MOCC is responsible for rough and fine grading of the paved areas. This add alternate work is to only install the new hot mix asphalt pavements. Cast-in-place concrete pads shall be performed by others, between the application of the Binder and Surface (Top) Courses.

B. The Town will provide the paving contractor at least five (5) business days notification of when final, fine grading of the DPW facility parking lot is expected to be completed by MOCC. The paving contractor shall place the binder course pavement within 24-hours of the completion of the fine grading of the parking lot. If the paving contractor fails to cover the fine grading within 24-hours of the completion of the fine grading, the paving contractor shall be responsible for repairing any damage to the fine grades prior to the commencement of binder paving.

C. The Town will provide the paving contractor at least five (5) business days notification of when final paving of the facility is required.

D. Binder course paving and top course paving will occur at different times, and will require separate mobilizations to perform. It is expected that binder course paving will be required in the summer of 2021. Final course paving is expected to occur in fall of 2021.

E. The paving contractor shall be responsible for verifying the condition of the fine graded areas to be paved and the condition of any raised structures. The paving contractor shall immediately notify the Town if there are areas that may appear to be prone to puddles or are not graded per the plan, or if there are any concerns with the condition of the raised structures. If the binder course pavement is not placed properly and causes puddles or other grading issues, or damages the condition of the raised structures, the paving contractor shall be completely responsible for fixing the issues prior to placement of the top course pavement.

E. The paving contractor shall be responsible for ensuring that all berm and pavement edge locations are placed according to the lines and locations as shown on the attached drawings.

F. New pavement shall be as shown on the attached drawings. Heavy Duty Pavement shall consist of 3.0-inch Binder Course and 1.5" Surface (Top) Course. Light Duty Pavement shall consist of 2.5-inch Binder Course and 1.5" Surface (Top) Course. Refer to attached markups of Drawing C301 and Detail 8 on Drawing C805. Pavement installed in the salt shed area shall be a total of 6-inches thick, installed as two (2) courses of 2-inch Binder Course and one (1) course of 1-inch Surface Course. The paving of the 5-foot wide strip for each of the two yard gates is included in the work at the facility.

G. Monolithic Hot Mix Asphalt ("Cape Cod") berm shall be installed prior to the placement of top course pavement, in the locations shown on the attached drawings. Berm placement shall be by machine and using the proper mold shapes to achieve the dimension requirements as shown in the attached drawings. Tack coat must be applied on surface to receive berm and it must cover the berm foot print. Berm must be placed on the binder or milled surface unless otherwise authorized by the Town. Payment for this item shall be at the Contract unit bid price by the ton.

H. Asphalt tack shall be applied prior to the placement of asphalt on top of existing binder course asphalt. The Town shall ensure all existing asphalt surfaces to be paved are swept clean prior to placement of the next course of asphalt.

I. The area of the Brine Room as shown on C301 Markup shall not be paved as part of the work.

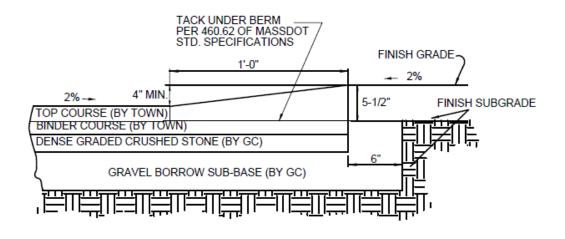
J. The areas to receive cast-in-place concrete pads shall be binder paved. MOCC or other contractor will remove the binder in the areas of the pads and install the pads prior to placement of the top course.

K. All joints between binder and top course shall be staggered a minimum of 6-inches.

L. After final rolling, no vehicular traffic of any kind shall be permitted on the pavement until it has cooled and hardened sufficiently to prevent distortion and loss of fines, and in no case in less than 6 hours.

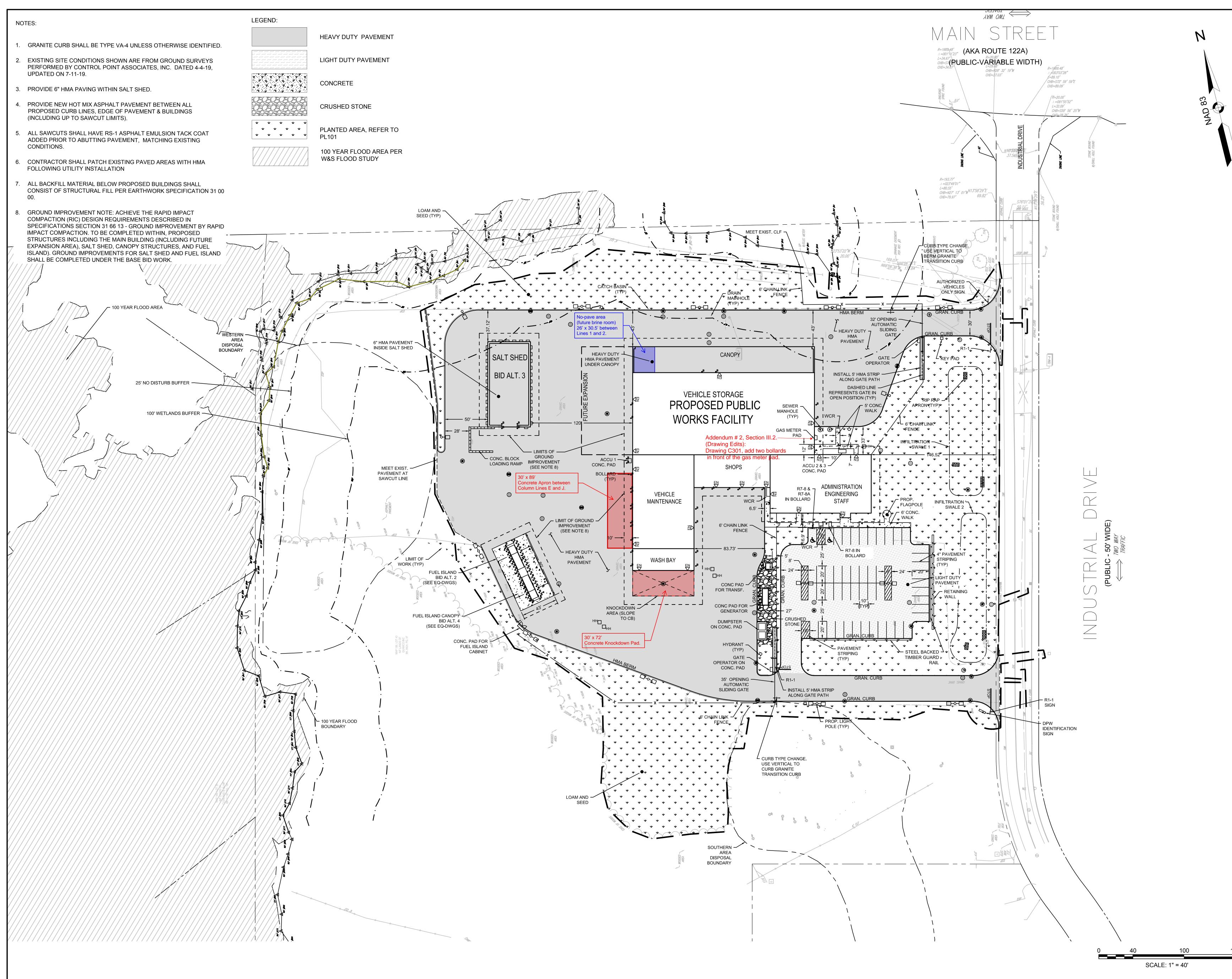
M. Smoothness of all areas of the finished surface shall not vary more than 1/4-inch when tested with a 16 foot straight-edge, applied both parallel to and at right angles to the centerline of the paved area. At building entrances, curbs, and other locations where an essentially flush transition is required, pavement elevation tolerance shall not exceed plus or minus 1/8-inch. Irregularities exceeding these amounts, or which retain water on the surface, shall be corrected by removing the defective work and replacing or repairing it to the satisfaction of the Town.

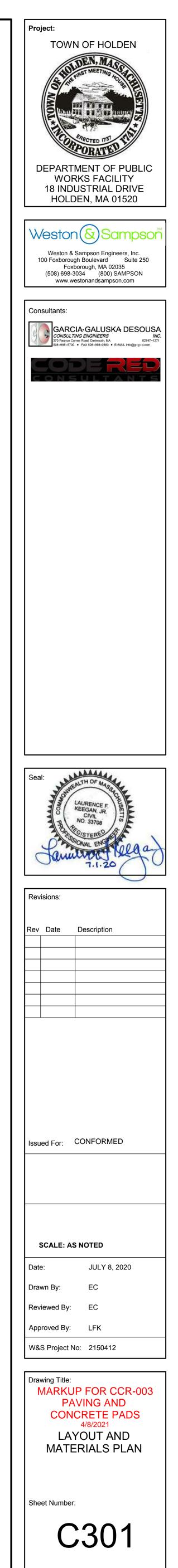
N. The paving contractor shall use the utmost care in the performance of the work outlined in this specification. The paving contractor shall be responsible for the repair and/or replacement to a brand new condition any part of the site or building that could be damaged by their operations. This includes, but is not limited to, granite curbing, gates, fences, bollards, pumps, concrete pads, the salt shed, the building foundation, walls, superstructure or other components, utility castings, etc. Adjacent concrete work, slate work, sidewalks, structures, etc., shall be protected from stain and damage during the entire operation. Damaged or stained areas shall be replaced or repaired to equal their original condition. The Town shall have the final determination of proposed method of repairs or replacement of any damages caused by the paving contractor. O. The paving contractor shall complete their work as expeditiously as possible. The paving contractor shall be responsible for reimbursing the Town for any sustained claims of delays from MOCC that may arise from scheduling delays caused by the paving contractor's operations.



3 HMA CROSS SECTION AND HMA BERM (BY TOWN) SCALE: N.T.S.

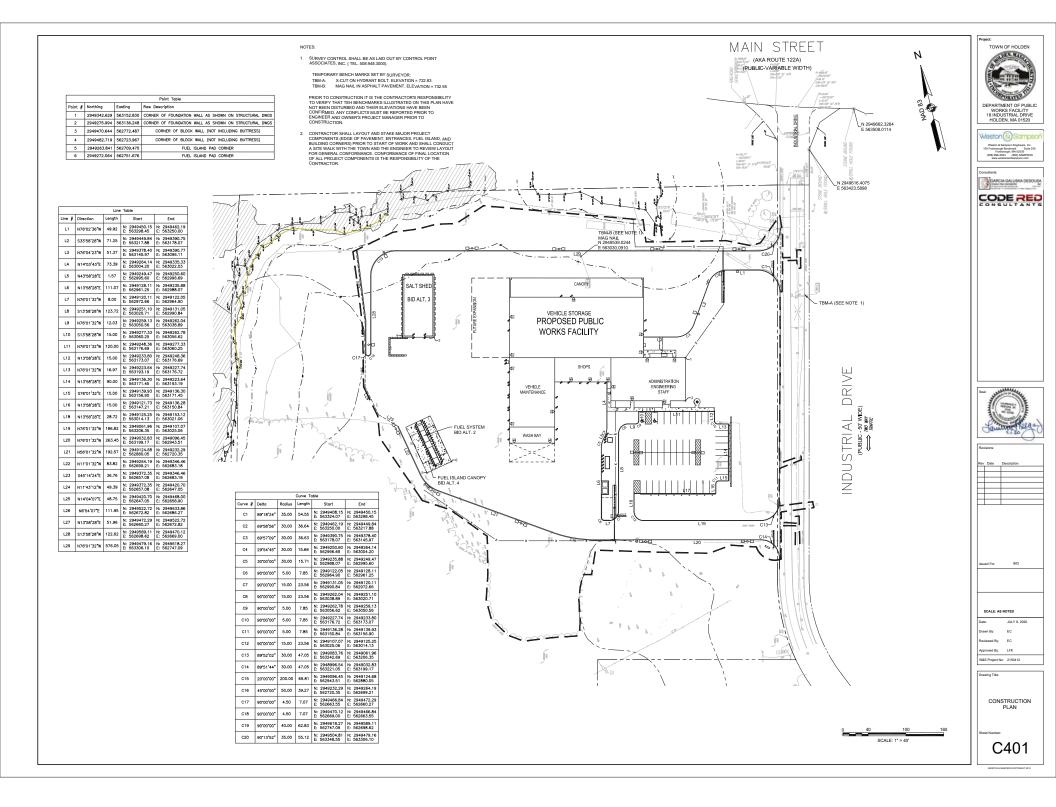




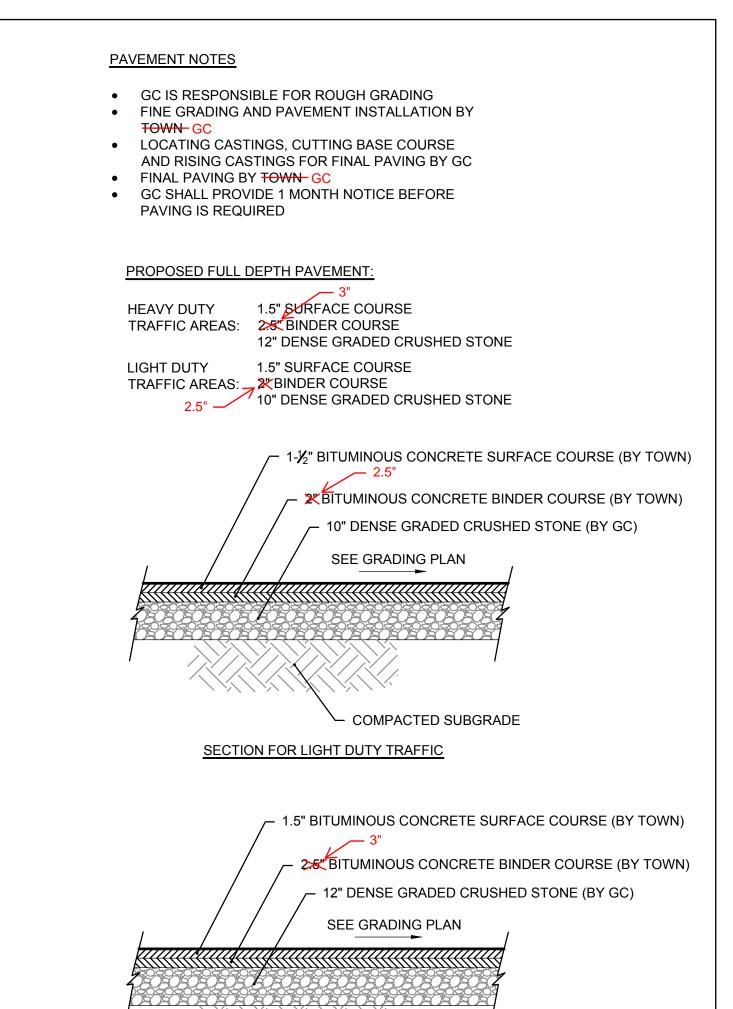


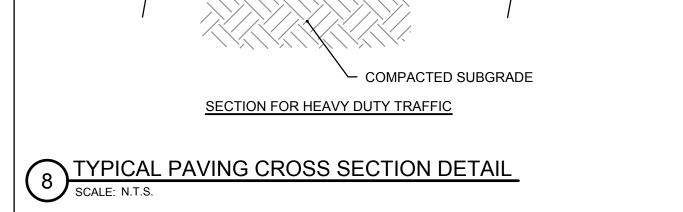
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## <u>CCR-003 - PAVING AND CONCRETE PADS</u> MARKUP OF DETAIL 8 FROM DRAWING C805