

**SECTION 00 91 13**

**ADDENDUM NO. 2**

**NOTICE is hereby given to prospective Bidders** of the following information, clarifications, and modifications to the Bidding Documents. The Bidding Documents remain unchanged except as indicated below. Bidders must acknowledge receipt of this Addendum in the Bid Form and comply with the requirements for submission of Bids as set forth in the Bidding Documents.

**This addendum extends the Bid deadline.** Per updated Section 00 11 16, included in this addendum, **sealed Bids will be received until 11:00AM local time on August 2, 2016** at the City of Lowell Purchasing Department, City Hall, 375 Merrimack Street, Lowell, MA 01852, Attention: Mr. P. Michael Vaughn, Chief Procurement Officer.

**NOTICE is hereby given that the Bidding Documents have been modified as follows.**

Replacement pages are issued herewith, have an Issue Date of July 27, 2016, contain reference to “ADDENDUM NO. 2” in the footer, and text changes identified by double-underline for additions and ~~Strikeout~~ for deletions.

<b>Replacement pages (with text changes)</b>	<b>Provided for purposes of double-sided printing only - no changes (front or back of replacement page)</b>
00 11 16-1	00 11 16-2
00 52 00-1	00 52 00-2

This Addendum and items listed above are provided to Bidders and attendees of the pre-bid conference in a single Portable Document Format (.PDF) file.

**Drawings are hereby modified as follows.** Replacement pages/sheets are not being issued.

Drawing No. C-501, Water Main Details - 1: DELETE the detail “TEMPORARY TRENCH PAVEMENT SECTION”.

**Prepared and Issued by Woodard & Curran (Engineer) on behalf of:**

Lowell Regional Water Utility  
815 Pawtucket Boulevard  
Lowell, MA 01852



**ATTACHMENT NO. 1: SPECIFICATION REPLACEMENT PAGES**



SECTION 00 11 16

INVITATION TO BID

On behalf of the City of Lowell, Massachusetts (Owner and Awarding Authority), the Lowell Regional Water Utility (LRWU and Bidding Authority) invites Bidders to submit Bids for Humphrey Street Water Main Replacement, which includes, but is not limited to the Work described in Section 01 11 00 Summary of Work; and all materials and equipment, services and construction inherent to the Work.

The Work shall be substantially complete by December 15, 2016 ~~within 180 calendar days from the commencement of Contract Time~~ and completed and ready for final payment by June 1, 2017.

The Project being bid is subjected to Massachusetts General Laws, Chapter 30, Section 39M.

A mandatory pre Bid conference will be held at 10:00AM local time on July 19, 2016 at the Lowell Regional Water Utility, 815 Pawtucket Boulevard, Lowell, MA 01854. Bidders are REQUIRED to attend and participate in the conference.

Sealed Bids will be received until 11:00AM local time on ~~July 28, 2016~~August 2, 2016 at the City of Lowell Purchasing Department, City Hall, 375 Merrimack Street, Lowell, MA 01852, Attention: Mr. P. Michael Vaughn, Chief Procurement Officer. Bids will then and there be publicly opened and read aloud. Bids received after the time of announced opening will not be accepted.

Sets of Bidding Documents may be examined at the following location(s) on or after July 6, 2016, at 8:00AM.

Issuing Office:  
City of Lowell Purchasing Department  
City Hall  
375 Merrimack Street  
Lowell, MA 01852  
Attention: Mr. P. Michael Vaughn, Chief Procurement Officer  
Phone: (978) 674-4110

Sets of Bidding Documents may be obtained on or after July 6, 2016 at 8:00AM:

**in electronic format** at no cost by registering on the City of Lowell website:

<http://www.lowellma.gov/purchasing>

Bidding Documents can be found by click "Open Solicitations" under the Department Facts tab on the left hand side.

Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of the

incomplete sets of Bidding Documents or for modifications to the Bidding Documents including electronic conversion.

Bid security in the amount of 5 percent of the Bid must accompany the Bid in accordance with the Instructions to Bidders.

Minimum wage rates as issued by the Director of the Executive Office of Labor and Workforce Development, Department of Labor Standards under the provisions of Massachusetts General Laws, Chapter 149, Sections 26 to 27D inclusive, as amended, apply to this Project. It is the responsibility of the Bidders, before Bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed Work under the resulting Contract.

Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be eligible or responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project or the public to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

**END OF SECTION**

**SECTION 00 52 10  
AGREEMENT FORM**

THIS AGREEMENT made and entered into this \_\_\_\_ day of [YEAR], by and between [INSERT CONTRACTOR NAME], a [INSERT CO TYPE], duly organized by law and having a usual place of business at [INSERT ADDRESS], hereinafter called "CONTRACTOR", and the **CITY OF LOWELL**, a municipal corporation duly established by law and located in the County of Middlesex and said Commonwealth, acting by and through its Executive Director of Lowell Regional Water Utility, hereinafter called "CITY" (and defined as "Owner"), WITNESSETH: That

WHEREAS, the CITY issued its Notice to Contractors for certain Water System Improvements for the Lowell Regional Water Utility in the City of Lowell; and

WHEREAS, the CONTRACTOR did bid and offer to do all the Work and furnish all the labor, materials, equipment, tools, appliances, etc. necessary for Humphrey Street Water Main Replacement in the City of Lowell; and

WHEREAS, the CITY has accepted the CONTRACTOR'S Bid, subject to the conditions and agreements herein contained;

NOW, THEREFORE, in consideration of the mutual agreements of the parties hereinafter set forth, and the price to be paid by the CITY to the CONTRACTOR for the Work to be done under this Agreement, the parties agree as follows:

- 1 -

The CONTRACTOR agrees that it will do all the Work and furnish all the labor, materials, equipment, tools, appliances, etc. necessary, for the Humphrey Street Water Main Replacement in the City of Lowell, during the period commencing upon issuance of a "Notice to Proceed" issued by the Executive Director of Lowell Regional Water Utility in strict accordance with the Contract Documents.

The CONTRACTOR agrees the Work shall be substantially complete by December 15, 2016 ~~within 180 calendar days from the commencement of Contract Time~~ and completed and ready for final payment by June 1, 2017 in accordance with Paragraph 14.07 of the General Conditions and Supplementary Conditions, if any.

The CONTRACTOR and CITY recognize time is of the essence and CITY will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions and Supplementary Conditions, if any. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY the sum of **\$1,000** per day for each and every calendar day that expires after the time specified above for Substantial Completion until Work is substantially

complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY **\$1,000** per day for each and every calendar day that expires after the time specified in above for completion and readiness for final payment until the Work is completed and ready for final payment.

- 2 -

The Contract Documents consist of the following, which are attached to this Agreement and made a part hereof: items listed in Section 00 54 00, forms listed in Section 00 60 00, General Conditions and in Section 00 72 05, Supplementary Conditions listed in Section 00 73 05, Specifications and Drawings as listed in the table of contents, and Notice to Proceed, Work Change Directives, and Change Orders which may be issued on or after the Effective Date of the Agreement and are not attached. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions and Supplementary Conditions, if any.

- 3 -

Total payments under this Agreement shall not exceed [IN WORDS] Dollars and [# OF CENTS] CENTS (\$ \_\_\_\_\_). This Agreement shall be subject to annual appropriation.

- 4 -

The Work to be done under this Agreement, including the furnishing of materials, equipment, tools, appliances, etc. necessary in connection therewith must, in all respects, notwithstanding any provision herein to the contrary or inconsistent therewith, meet with the requirements of the Contract Documents and the approval of the said Executive Director of Lowell Regional Water Utility

- 5 -

The CITY, in consideration of the above Agreements on the part of the CONTRACTOR to be performed, agrees to pay to the CONTRACTOR the price set forth in Paragraph No. 3 above for all Work performed and materials, equipment, tools, appliances, etc. furnished in accordance with the Contract Documents. Payment shall be made on the twentieth day of the month for all Work performed and materials, equipment, tools, appliances, etc. furnished as Applications for Payment are filed in the Office of the Executive Director of Lowell Regional Water Utility on or before the first day of the month in which payment is to be made. Any payment under this Agreement shall not constitute or be deemed a waiver, relinquishment, release or abandonment of any claim which the CITY may have against the CONTRACTOR for breach of this Agreement.