

**Town of Ayer, Massachusetts
1 Main Street
Ayer, MA 01432**

TO: Prospective Bidders

RE: Contract Documents
Town of Ayer, Massachusetts
Ayer Wastewater Treatment Facility – Alum Flow Pacing Improvements
Contract No. 21DPW05

GENERAL BID
OPENING: December 10, 2020 at 2:30 p.m.
Ayer Department of Public Works
25 Brook Street
Ayer, MA 01432

ADDENDUM NO. 1

This Addendum No. 1 to the above referenced project modifies, corrects and/or supplements the original Contract Documents date November 2020 and shall become a part of the Contract Documents.

Acknowledge receipt of the Addendum by inserting its number in the space provided on page 004113-1 of the Bid Form. Failure to do so may subject the bidder or sub-bidder to disqualification.

Note that the original specifications accidently included two Section 013100. Per this addendum, both sections are to be deleted and the attached, updated Section 013100 will replace them.

Attached to this addendum is an updated Specification Section 013100 – Project Submittals, Meetings, and Quality Control (8 pages).

CHANGES TO THE SPECIFICATIONS

A. **SECTION 013100 – PROJECT MANAGEMENT AND COORDINATION**

1. DELETE section 013100 – Project Management and Coordination in its entirety (14 pages).

B. **SECTION 013100 – PROJECT SUBMITTALS, MEETINGS AND QUALITY CONTROL**

1. DELETE Section 013100 – Project Submittals, Meetings and Quality Control in its entirety (6 pages) and REPLACE with the updated section attached to this addendum.

C. **SECTION 013300 –SUBMITTAL PROCEDURES**

2. DELETE Section 013300 –Submittal Procedures in its entirety (14 pages).

SECTION 013100PROJECT SUBMITTALS, MEETINGS AND QUALITY CONTROLPART 1 - GENERAL1.1 DESCRIPTION

- A. Project Meetings: The Engineer will conduct project meetings throughout the construction period to enable orderly review during progress of the work, and to provide for systematic discussion of problems.
- B. Submittals: Submit to the Engineer, Shop Drawings, Operation and Maintenance Manuals, Manufacturers' Certificates, Project Data, and Samples required by the Specification Sections
- C. Quality Control: Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

1.2 QUALITY ASSURANCE

- A. Persons designated by the Contractor to attend and participate in the project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the project meetings.

1.3 PROJECT MEETINGS

- A. Agenda items: To the maximum extent practicable, advise the Engineer at least 24 hours in advance of project meetings regarding all items to be added to the agenda.
- B. Minutes: The Engineer will compile minutes of each project meeting and will furnish a copy to the Contractor. The Contractor may make and distribute such other copies as he wishes.

1.4 SHOP DRAWINGS

- A. Shop Drawings are required for each and every element of the work. Each shop drawing shall be assigned a sequential number for purposes of easy identification, and shall retain its assigned number, with appropriate subscript, on required resubmissions.
- B. Shop Drawings are generally defined as all fabrication and erection drawings, diagrams, brochures, schedules, bills of material, manufacturers data, spare parts lists, and other data prepared by the Contractor, his subcontractors, suppliers, or manufacturers which illustrate the manufacturer, fabrication, construction, and installation of the work, or a portion thereof.
- C. The Engineer prefers electronic copies of Shop Drawings and approved data in PDF format. Hard copies of Shop Drawings and approved data shall only be required when requested by the Engineer. When hard copies are required, the Contractor shall submit to the Engineer a minimum of six (6) copies of Shop Drawings and approved data. The Engineer will retain three (3) copies (for Owner's, Engineer's and Field Representative's files) and return three (3) copies to the Contractor for distribution to subcontractors, suppliers and manufacturers. If the Contractor requires more than three (3) then the number of copies submitted shall be adjusted accordingly. The only exception to the above is that all shop drawings which incorporate blue line type drawings shall be submitted with only

one good quality reproducible. The Engineer will return the one marked up reproducible to the Contractor.

- D. The Contractor shall provide a copy of the completed Submittal Certification Form which shall be attached to every copy of each shop drawing. Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for the work.
- E. Shop Drawings shall be submitted as a complete package by specification section, unless otherwise reviewed and approved by the Engineer. It is the intent that all information, materials and samples associated with each specification section be included as a single submittal for the Engineer's review. Any deviation from this requirement, such as submitting miscellaneous metals grouped by structure, shall be requested in writing prior to any associated submittal.
- F. The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.
- G. No material or equipment shall be purchased or fabricated especially for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements. All such materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.
- H. Until the necessary review has been made, the Contractor shall not proceed with any portion of the work (such as the construction of foundations), the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which review is required.
- I. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. Shop drawings shall be of standardized sizes to enable the Owner to maintain a permanent record of the submissions. Approved standard sizes shall be: (a) 24 inches by 36 inches; (b) 11 inches by 17 inches, and (c) 11 inches by 8-1/2 inches. Provision shall be made in preparing the shop drawings to provide a binding margin on the left hand side of the sheet. Shop drawings submitted other than as specified herein may be returned for re submittal without being reviewed.
- J. Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer.
- K. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in his letter of transmittal.

- L. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires and appurtenances, layout, etc., detailed on the Drawings, he shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications.
- M. A maximum of two submissions of each Shop Drawing will be reviewed, checked, and commented upon without charge to the Contractor. Any additional submissions which are ordered by the Engineer to fulfill the stipulations of the Drawings and Specifications, and which are required by virtue of the Contractor's neglect or failure to comply with the requirements of the Drawings and Specifications, or to make those modifications and/or corrections ordered by the Engineer in the review of the first two submissions of each Shop Drawing, will be reviewed and checked as deemed necessary by the Engineer, and the cost of such review and checking, as determined by the Owner, and based upon Engineer's documentation of time and rates established for additional services in the Owner-Engineer Agreement for this Project, may be deducted from the Contractor to make all modifications and/or corrections as may be required by the Engineer in an accurate, complete, and timely fashion.
- N. SAMPLES - The Contractor shall submit samples when requested by the Engineer to establish conformance with the specifications, and as necessary to define color selections available.

1.5 SUBMISSION REQUIREMENTS

- A. Accompany submittals with transmittal letter, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. The number of each Shop Drawing, Project Data and Sample submitted.
 - 5. Notification of deviations from Contract Documents.
 - 6. Other pertinent data.
- B. A completed Submittal Certification Form shall be attached to each copy of each shop drawing and must include:
 - 1. Identification of deviations from Contract Documents.
 - 2. Contractor's stamp, initialed or signed, certifying review of the submittal, verification of field measurements and compliance with Contract Documents.
 - 3. Where specified or when requested by the Engineer, manufacturer's certification that equipment, accessories and shop painting meet or exceed the Specification requirements.
 - 4. Where specified, manufacturer's guarantee.

1.6 RESUBMISSION REQUIREMENTS

- A. Revise initial drawings as required and resubmit as specified for initial submittal.
- B. Indicate on drawings any changes which have been made other than those required by Engineer.

1.7 ENGINEER'S REVIEW

- A. The review of shop and working drawings hereunder will be general only, and nothing contained in this specification shall relieve, diminish or alter in any respect the responsibilities of the Contractor under the Contract Documents and in particular, the specific responsibility of the Contractor for details of design and dimensions necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified thereunder.

1.8 REQUEST FOR INFORMATION (RFI)

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Engineer will return without response those RFIs submitted to Engineer by other entities controlled by Contractor.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Engineer.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Engineer.
 - 1. Attachments shall be electronic files in PDF format.

- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Engineer's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt by Engineer of additional information.
 3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Change Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use software log that is part of web-based Project software. Software log with not less than the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Engineer's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.

PART 2 - PRODUCTS

(No products are required in this Section.)

PART 3 - EXECUTION

3.1 PROJECT MEETINGS

- A. Except as noted below for pre-construction conference, project meetings will be held monthly. Coordinate as necessary to establish mutually acceptable schedule for meetings.
- B. Meetings will be held at the Ayer DPW office.
- C. **Pre-construction conference** will be scheduled within twenty days after the Effective Date of the Agreement, but before the Contractor starts any work at the site. Provide attendance by authorized representatives of the Contractor and all major subcontractors. The Engineer will advise other interested parties and request their attendance. Minimum agenda:
 - 1. Identification of key project personnel for Owner, Engineer, Contractor, funding/regulatory Agencies.
 - 2. Responsibilities of Owner, Engineer, Resident Project Representative, Contractor.
 - 3. Channels and procedures for communications.
 - 4. Construction schedule, including sequence of critical work.
 - 5. Easements, permits.
 - 6. Contract Documents, including distribution of required copies of original documents and revisions.
 - 7. Processing of Shop Drawings and other data submitted to the Engineer for review.
 - 8. Procedures for RFIs
 - 9. Processing of field decisions and Change Orders.
 - 10. Rules and regulations governing performance of the Work, including funding/regulatory Agency requirements.
 - 11. Procedures for safety and first aid, security, quality control, housekeeping, and other related matters.

D. PROGRESS MEETINGS

- 1. Review, revise as necessary, and approved minutes of previous meeting.
- 2. Review progress of the Work since last meeting, including status of submittals for approval.
- 3. Review schedule of work to be accomplished prior to next meeting.
- 4. Discuss monthly partial payment request.
- 5. Review status of change order requests and Work Directive Changes.
- 6. Identify problems which impede planned progress.
- 7. Develop corrective measures and procedures to regain planned schedule.
- 8. Complete other current business.

3.2 QUALITY CONTROL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- C. Perform work by persons qualified to produce workmanship of specified quality.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
- D. Comply with manufacturer's instructions in full detail, including each step in sequence. Should instructions conflict with Contract Documents, request clarification from Engineer before proceeding. When required by individual Specifications Section, submit manufacturer's certificate that products meet or exceed specified requirements.
- E. When specified in respective Specification Sections, require supplier and/or manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to make appropriate recommendations.
- F. Representative shall submit written report to Engineer listing observations and recommendations.

3.3 TESTING LABORATORY SERVICES

- A. Contractor will employ and pay for services of an Independent Testing Laboratory to perform inspections, tests, and other services wherever an Independent Testing Laboratory is required by individual specification sections listed in paragraph 1.2 above, or the specific sections, unless otherwise indicated.
- B. Services will be performed in accordance with requirements of governing authorities and with specified standards.
- C. Reports will present observations and test results and indicate compliance or non-compliance with specified standards and with Contract Documents. Independent Testing Laboratory will submit one copy of each report directly to each of the following: Owner, Engineer, Resident Project Representative, and Contractor. Reports will be mailed within 5 days of obtaining test results. If test results indicate deficiencies, Independent Testing Laboratory shall telephone or FAX results to Engineer and Contractor within 24 hours.
- D. Contractor shall cooperate with Independent Testing Laboratory personnel; furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.
- E. Contractor shall coordinate all testing work and shall notify Engineer and Independent Testing Laboratory at least 24 hours prior to performing work requiring testing services. If scheduled tests or sampling cannot be performed because the work is not ready as scheduled, testing costs associated with the delay will be determined by Engineer and invoiced to Contractor. If unpaid after 60 days, the invoice amount will be deducted from the Contract Price. If adequate notice is not provided, Contractor shall suspend work on that portion of the Project until testing can be performed. Such suspension will not be grounds for a claim

against the Owner for delay, nor will it be an acceptable basis for an extension of time.

F. Payment for Independent Testing Laboratory services shall be as follows:

1. General: Where testing is the Contractor's responsibility, payment will be made as stated below unless other requirements are given in Specification Sections. Testing which is the responsibility of the Contractor will be considered an incidental item unless otherwise indicated in Section 01150, Measurement and Payment.
2. Initial Testing: Contractor will pay for initial tests.
3. Retesting: Costs of retesting due to non-compliance will be paid by Contractor. The cost of retesting will be determined by Engineer and Owner will invoice Contractor for this cost. If unpaid after 60 days, the invoice amount will be deducted from the Contract Price.
4. Contractor's Convenience Testing: Inspections and tests performed for Contractor's convenience will be paid for by Contractor.

END OF SECTION