

**ADDENDUM NO. 1**

**To:** Prospective Bidders and Others

**From:** William Cundiff, Superintendent, Spencer Utilities & Facilities Office

**Date:** February 18, 2021

**Re:** **ADDENDUM NO. 1 - IFB for Muzzy Dam Flow Control Gate Replacement and Dam Repairs**

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The following contract amendments are hereby incorporated into the above referenced contract bid documents.

**BID DUE DATE**

**NO CHANGE. Bid Due Date: February 25, 2021, at 2:00 P.M.**

**CONTRACT AMENDMENTS**

Remove and replace IFB pages with the following Addendum No. 1 revised requirements as described below.

1. Under the section heading “PROJECT SCHEDULE” located on IFB PDF page 49 (page 1 of the PROJECT REQUIREMENTS AND GENERAL SPECIFICATIONS section), delete this section in its entirety and replace it with the following:

**PROJECT SCHEDULE**

All work must be completed by May 30, 2021.

2. Under the section heading “CONTRACT PERIOD” located on IFB PDF page 55 (page 7 of the PROJECT REQUIREMENTS AND GENERAL SPECIFICATIONS section), delete this section in its entirety and replace it with the following:

**FINAL COMPLETION DATE**

Bid price shall be in effect for the duration of the contract, unless extended as per Massachusetts General Laws. The Final Completion Date for all work shall be May 30, 2021.

3. Insert the following just prior to the “INSPECTION AND ACCEPTANCE” section located on IFB PDF page 57 (page 8 of the PROJECT REQUIREMENTS AND GENERAL SPECIFICATIONS section):

**LIQUIDATED DAMAGES**

Time is of the essence of this Contract. If the Contractor shall neglect, fail, or refuse to complete all work within the time specified for the “FINAL COMPLETION DATE”, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, the sum of seven hundred and fifty dollars (\$750) per day

for each calendar day beyond: The “FINAL COMPLETION DATE” set forth in the Agreement that the Contractor fails to achieve Completion for the Project. The said amount is fixed and agreed on by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time, such as loss of revenue, service charges, interest charges, delays caused to other construction activities of Owner by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof, said amount is agreed to be a reasonable estimate of the amount of damages which the Owner will sustain and said amount shall be deducted from any monies due or that may become due to the Contractor, and if said monies are insufficient to cover said damages, then the Contractor shall pay the amount of the difference.

### **CONTRACTOR QUESTIONS AND ANSWERS**

**Q1:** In our experience the SS gate required for this project typically has drawing and fabrication lead times that would be considerably longer than the allowed completion time for this project. Typical lead times for a fabricated SS slide gate are 2-3 weeks for drawings, then 8-10 weeks for fabrication after approved drawings. Would the Town consider extending the completion date requirements for this project to allow time for field measurements, shop drawing preparation/submittal/approval and the fabrication time? Once the gate is available installation would not take long, but a completion time of 14-16 weeks after NTP would be a reasonable time frame for this project?

**A1:** The goal of the Town is to stay within the revised project schedule completion date of May 30, 2021, if at all possible. We plan to ask for verification of schedule during the bid evaluation/award process. If the apparent low bid contractor and/or their manufacturing lead times tell us the schedule is not possible to achieve, we would have to consider negotiations with the next lowest bidder capable of achieving the construction schedule set forth in the IFB first prior to considering potential schedule adjustments. Where applicable, the apparent low bidder shall resolve all scheduling conflicts or limitation, if any, with the Town at the time of award.

**Q2:** What is the intended date for final completion?

**A2:** As stated in the IFB, as amended by this Addendum No. 1, May 30, 2021 is the date all work shall be completed by.

**Q3:** What are the liquidated damages, if any, associated with failing to complete the project in a timely manner?

**A3:** As indicated in this Amendment No. 1 the liquidated damages provisions have been inserted and are the sum of seven hundred and fifty dollars (\$750) per day for each calendar day beyond: The “FINAL COMPLETION DATE” set forth in the Agreement that the Contractor fails to achieve Completion for the Project.

**Q4:** What percent should the bid bond amount be for this project? Typically, it is 5% on Massachusetts jobs, is this what it should be?

**A4:** None. There is no bid bond or bid deposit for the project. The estimated value of the project is below the M.G.L. c. 30B, § 5 bid deposit requirement threshold.

**Q5:** Would you allow shotcrete for the surface and deteriorated concrete repair.

**A5:** The Town is not opposed to the use of shotcrete. Prior to its use the details on its applicability and performance for this project would need to be confirmed by the shop drawing and materials review and approval process. The shop drawing process for shotcrete would include test panels; plans depicting the placement of anchors, reinforcing, cleaning procedure, etc.; and review qualifications of the nozzleman, as well as the mix design and application equipment.

**Q6:** What provisions / assistance is the town making / providing to lower the water body level sufficiently to complete the work ?

**A6:** Valve is open now. Water should lower similar to photographs in IFB.

**Q7:** Is there a way to lower the water body level sufficiently to complete the work ?

**A7:** Valve is open now. Water should lower similar to photographs in IFB.

**Q8:** If there is no reason to block or close the street or sidewalk, do we require a police detail ?

**A8:** Standard contract provision. Any temporary blockage or closure the street or sidewalk for any period of time requires a police detail (i.e., loading/unloading, etc.). Strictly enforced. High traffic area and poor lines of sight.

**Q9:** If there is no reason to block or close the street or sidewalk, do we require opening permits ?

**A9:** Standard contract provision. Opening permits are required for any excavation within the public way.

**Q10:** Do we require a police detail to park a single work truck if it does not obstruct the sidewalk or roadway whatsoever ?

**A10:** Standard contract provision. Any temporary blockage or closure the street or sidewalk for any period of time requires a police detail (i.e., loading/unloading, etc.). Strictly enforced. High traffic area and poor lines of sight.

**Q11:** If the project limits do not effect / of encroach on abutters whatsoever do we need to distribute leaflets?

**A11:** Standard contract provision. No leaflets are anticipated for this project.

**Q12:** Is there an estimated value to the contract ?

**Q12:** The estimated lump sum total project cost is \$40,000.

**Q13:** In Project Plans: MUZZY MEADOW DAM FIGURE 1 OUTLET STRUCTURE X SECTION AND MEASUREMENTS: the drawing shows the mud line is several feet above the 15" discharge line and control gate, but in the photographs that follow, the mud line appears lower near the bottom of the gate. During our site visit on February 17, we could not see the control gate below the waterline. Is Figure 1 drawing a more accurate reflection of existing conditions?

**A13:** Figure 1 was prepared by a diver in May 2017, when the water was high and was based upon assumptions later determined to be incorrect when the water was lowered after the diver's sketch of Figure 1. The photographs provided were taken in late November 2018. We cannot speak to existing conditions at the gate until the water drops sufficient to see. We don't know that will be any different than the November 2018 photographs provided.

**Q14:** In Project Requirements: PROJECT SCHEDULE- All work must be completed by March 30, 2021: With the anticipated submittal process taking about 2-3 weeks, our supplier states it will then take 8-10 weeks to then fabricate the control gate. Do you have a supplier approved and ready to deliver the control gate by March 12?

**A14:** Refer to contract amendments and earlier questions and responses above.

**Q15:** Pond level: it appeared during the site visit on February 17 that the pond's level has been lowered. Will the pond be drained more before work commences?

**A15:** The gate is still open and the pond is draining. Our expectation is that it will continue to draw down and be similar to the November 2018 photographs provided.

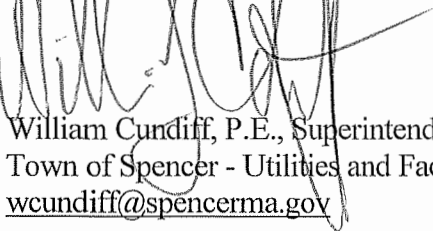
**Q16:** Pond flow rate: what is the expected flow rate into the pond so we can size the pumps to control the water level?

**A16:** The pond flow rate varies depending upon the frequency and volumes of rain events and/or snow melt within the watershed.

**Q17:** Clarification regarding the scope of the masonry and concrete repairs: Does this work area include the wing walls leading to the gate wall?

**A17:** As indicated on Figure 1 the scope of the masonry and concrete repairs, includes excavation/removal of all deteriorated and/or spalled concrete, as may be required, for repairs of existing stone masonry and cement concrete dam walls, and to repoint stone wall and recast integral cast-in-place concrete dam gate framing. Repair existing masonry and cement concrete dam walls as required for installation of new trash rack and new steel dam gate, frame and stem. The amount of work on the wing walls leading to the gate is limited to that required completely secure all repairs and new work to the dam wall.

Prepared by:



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