



ADDENDUM NO. 3

July 20, 2021

925014

**RE: TOWN OF JERICHO, VERMONT
JERICHO EWP 5038-007
DRY LAID STONE MASONRY WALL RESCONSTRUCTION**

**FROM: DDK ENGINEERING-JV
28 North Main Street
Randolph, Vermont 05060
(802) 728-3376**

TO: Prospective Bidders

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents issued by the Town of Jericho for the Jericho EWP 5038-007 Dry Laid Stone Masonry Wall Reconstruction project dated June 17, 2021.
Acknowledge receipt of this Addendum in the space provided on Page 2 of the Bid Form. Failure to do so will subject the Bidder to disqualification.

I. Questions & Answers

Question 1. Can we add a section to the bid form for projected construction start date and completion date?

Answer 1. No section for projected construction start and completion date has been added. A revised bid form is included **Attachment 1**.

Question 2. How would liquidated damages be applied if the project start date is delayed but the project duration is not?

Answer 2. Liquidated damages would be applied per the contract documents if the project is not completed within the contract completion date.

Question 3. What is the turnaround time of this project for contract award and notice to proceed once the low bidder is confirmed?



Answer 3. The turnaround time for contract award and notice to proceed is TBD and will depend on the review of bids by the Town, NRCS, and the engineer.

Question 4. Where did you get the project duration from?

Answer 4. The project duration was an engineer's estimate. However, the project duration has been removed. Refer to the revised bid form in **Attachment 1**.

Question 5. In Section 3.0 of Attachment A: Monitor Existing Structures Program it states that elevations must be recorded to the 0.001 foot tolerance. Is this correct?

Answer 5. 0.001 foot tolerance is incorrect, the tolerance is revised to 0.01 foot tolerance.

Question 6. In Section 5.0 of Attachment A it states that we must obtain the engineer's approval of the number and locations of the monitoring points. Will one (1) seismograph satisfy the engineer's requirements?

Answer 6. Yes.

Question 7. Sheet S-1 shows 3 columns to be temporarily shored. A 4th column on the sleeper that runs towards the doorway isn't shown on the drawing and isn't called out for shoring. This 4th column is a smaller timber and does not appear to be original construction. Does the 4th column get temporary shoring?

Answer 7. This column was added by the maintenance crew on site in recent months and was not part of the original construction we documented. Shoring should be provided at this column. The column should remain after the upgrades are completed. A pier should be installed under the column similar to the one called out at the adjacent (north) column on the plans.

Question 8. Does the 4th column get installed back into place after construction?

Answer 8. Yes, the column should remain after the upgrades are completed.

Question 9. Does the 4th column require a new footing?

Answer 9. Yes, a pier should be installed under the column similar to the one called out at the adjacent (north) column on the plans.



Question 10. Sheet S-1 has a general note at the top which indicates that the improvements on S-1, S-2, and S-3 are intended to stabilize the SE corner of the building to allow for installation of the retaining wall to be built outside of the building. Does this mean that the sequence of work requires the inside improvements to be performed prior to any of the outside work?

Answer 10. Yes, the inside improvements need to be completed before the outside work. Purpose of the inside improvements are to stabilize the building during the outside construction and associated vibrations.

Question 11. The Special Provision for “Temporary Lateral Bracing and Monitoring Program” implies that the monitoring program is required to assess the performance of the Temporary Lateral Bracing and that the program would be complete upon backfill of the inside work. Please confirm and if the intention is for the Monitoring Program to continue during the outside work then we request a separate bid item for the two items. As the section on Method of Measurement indicates, we would not get paid for the combined item until well after the Temporary Lateral Bracing is removed if we are required to wait until the outside work is also completed?

Answer 11. The monitoring program shall be in place throughout the full duration of the project. Individual bid items have been created for the two items. See Section II Contract Documents (Specification) Changes and the revised bid form in **Attachment 1** for more information.

Question 12. Please clarify the DBE/WBE requirements for the project.

Answer 12. No DBE/WBE requirements apply to this project. See Section II Contract Documents (Specification) Changes for more information.

II. Contract Documents (Specification) Changes

DELETE Appendix G - Vermont Minimum Labor & Truck Rates. Does not apply to this project.

DELETE Appendix H – Disadvantaged Business Enterprise (DBE) Policy Contract Requirements. Does not apply to this project.



REVISION to the Invitation to Bid. The Contract Completion Date is revised from “The Contract shall be completed within 70 consecutive days of commencing work and on or before December 10, 2021.” to “The Contract shall be completed on or before December 10, 2021.”

REVISION to the Bid Form. A new Bid Form with updated quantities is included as **Attachment 1** and replaces the original Document. A summary of revisions are as follows:

DELETION of “The undersigned bidder, by submission of this bid, certifies that the total base bid does not exceed their total Maximum Dollar Capacity Rating (MDCR) as determined by the Vermont Agency of Transportation on an annual basis”

REVISION of “Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is within 70 consecutive days of commencing work and on or before December 10, 2021.” to “Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is December 10, 2021.”

ADDITION of bid item 900.608 Special Provision (Remove and Replace Garden Wall).

DELETION of bid item 900.645 Special Provision (Temporary Lateral Bracing and Monitoring Program).

ADDITION of bid item 900.645 Special Provision (Temporary Lateral Bracing).

ADDITION of bid item 900.645 Special Provision (Monitoring Program).

DELETE the following:

900.645 SPECIAL PROVISION
(TEMPORARY LATERAL BRACING AND MONITORING PROGRAM)

1. **DESCRIPTION.** This work shall consist of the design, installation, maintenance, and removal of a temporary lateral support system as well as implementation and completion of the Monitor Existing Structures Program in Attachment A; Monitor Existing Structures Program.



2. **MATERIALS.** All materials necessary to support the structure foundations during the project.
3. **CONSTRUCTION REQUIREMENTS.** Means and methods for Special Provision (Temporary Lateral Bracing and Monitoring Program) are the Contractors responsibility. Contractor shall submit a plan for Special Provision (Temporary Lateral Bracing and Monitoring Program) to the Engineer for review prior to placing any support equipment and/or materials in place.
4. **METHOD OF MEASUREMENT.** The quantity of Special Provision (Temporary Lateral Bracing and Monitoring Program) to be measured for payment will be on a lump sum basis for the complete and accepted work.

The accepted quantity of Special Provision (Temporary Lateral Bracing and Monitoring Program) will be paid for at the Contract lump sum price. Payment will be full compensation for designing, furnishing, transporting, storing, handling, and placing the material specified and/or necessary to provide the temporary lateral support system and the monitoring program and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work. Include removing and replacing of any vegetation, stone walls, stairs, curb, asphalt, granular backfill for structures beyond the limits shown on the drawings, and any item that may be necessary to complete the work as shown on the plans and that are not covered in other Measurement and Payment items.

Payment of the lump sum bid price will be made in two equal installments. The first installment will occur at the time the first payment requisition is submitted after the Contractor has completely established the temporary lateral support system and has conducted a pre-construction condition survey. The second payment will occur after the Contractor has completed removal of all temporary lateral support system measures, backfilled the excavation, and has satisfied all deficiencies indicated in the post-construction condition survey.

5. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Temporary Lateral Bracing and Monitoring Program) will be paid at the Contract unit price per lump sum. Payment will be full compensation for furnishing, transporting, handling, assembling, and placing the materials specified, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.645 Special Provision (Temporary Lateral Bracing	Lump Sum



ADDITION of the following:

900.645 SPECIAL PROVISION
(MONITORING PROGRAM)

1. **DESCRIPTION.** This work shall consist of the implementation and completion of the Monitor Existing Structures Program in Attachment A; Monitor Existing Structures Program.
2. **MATERIALS.** All materials necessary to implement and complete the Monitor Existing Structures Program in Attachment A.
3. **CONSTRUCTION REQUIREMENTS.** Means and methods for Special Provision (Monitoring Program) are the Contractors responsibility. Contractor shall adhere to the requirements in the Monitor Existing Structures Program in Attachment A.
4. **METHOD OF MEASUREMENT.** The quantity of Special Provision (Monitoring Program) to be measured for payment will be on a lump sum basis for the complete and accepted work.

The accepted quantity of Special Provision (Monitoring Program) will be paid for at the Contract lump sum price. Payment will be full compensation for implementing and completing the monitoring program and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment of the lump sum bid price will be made in two equal installments. The first installment will occur at the time the first payment requisition is submitted after the Contractor has conducted a pre-construction condition survey. The second payment will occur after the Contractor has satisfied all deficiencies indicated in the post-construction condition survey.

5. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Monitoring Program) will be paid at the Contract unit price per lump sum. Payment will be full compensation for furnishing, transporting, handling, assembling, and placing the materials specified, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.645 Special Provision (Monitoring Program)	Lump Sum



ADDITION of the following:

900.645 SPECIAL PROVISION
(TEMPORARY LATERAL BRACING)

1. **DESCRIPTION.** This work shall consist of the design, installation, maintenance, and removal of a temporary lateral support system.
2. **MATERIALS.** All materials necessary to support the structure foundations during the project.
3. **CONSTRUCTION REQUIREMENTS.** Means and methods for Special Provision (Temporary Lateral Bracing) are the Contractors responsibility. Contractor shall submit a plan for Special Provision (Temporary Lateral Bracing) to the Engineer for review prior to placing any support equipment and/or materials in place.
4. **METHOD OF MEASUREMENT.** The quantity of Special Provision (Temporary Lateral Bracing) to be measured for payment will be on a lump sum basis for the complete and accepted work.

The accepted quantity of Special Provision (Temporary Lateral Bracing) will be paid for at the Contract lump sum price. Payment will be full compensation for designing, furnishing, transporting, storing, handling, and placing the material specified and/or necessary to provide the temporary lateral support system and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work. Include removing and replacing of any vegetation, stone walls, stairs, curb, asphalt, granular backfill for structures beyond the limits shown on the drawings, and any item that may be necessary to complete the work as shown on the plans and that are not covered in other Measurement and Payment items.

Payment of the lump sum bid price will be made in two equal installments. The first installment will occur at the time the first payment requisition is submitted after the Contractor has completely established the temporary lateral support system. The second payment will occur after the Contractor has completed removal of all temporary lateral support system measures and has backfilled the excavation.

5. **BASIS OF PAYMENT.** The accepted quantity of Special Provision (Temporary Lateral Bracing) will be paid at the Contract unit price per lump sum. Payment will be full compensation for furnishing, transporting, handling, assembling, and placing the materials specified, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:



<u>Pay Item</u>	<u>Pay Unit</u>
900.645 Special Provision (Temporary Lateral Bracing)	Lump Sum

This document constitutes Addendum 3 for this project.



ATTACHMENT 1

BID FORM
Jericho EWP 5038-007

Proposal of _____
(hereinafter called Bidder), organized and existing under the laws of the State of _____ doing business as _____

_____ (a corporation, a partnership, of an individual)

To the Town of Jericho, Vermont (hereinafter called Owner)

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

It is essential that all forms that require signature as part of the final Bid Submission be filled out and signed or the Bid itself will be invalid:

- Contractors EEO Certification Form CA-109 – Appendix A
- Debarment & Non-Collusion Affidavit CA-91 – Appendix B
- Worker Classification Compliance Requirement (Prime Contractor) – Appendix C

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is December 10, 2021.

Bidder acknowledges receipt of the following Addenda:

Bidder agrees to perform all the Work described in the Contract Documents for the following schedule of prices. Unqualified bids will not be accepted.

NRCS/ VTrans ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
NRCS-VT 1					
	Site Preparation	LS	1	\$ _____	\$ _____
	Unit Price in Words	_____			
NRCS-VT 5					
	Pollution Control	LS	1	\$ _____	\$ _____
	Unit Price in Words	_____			
NRCS-VT 11					
	Earthwork-Common Excavation	CY	340	\$ _____	\$ _____
	Unit Price in Words	_____			
NRCS-VT 11					
	Earthwork-Rock Excavation	CY	5	\$ _____	\$ _____
	Unit Price in Words	_____			
NRCS-VT 11					
	Earthwork-Trench Excavation	CY	5	\$ _____	\$ _____
	Unit Price in Words	_____			

NRCS-VT 31

Concrete and Steel Reinforcement

CY 80 \$ _____ \$ _____

Unit Price in Words _____

NRCS-VT 41

Pipe Conduits and Drains

LF 50 \$ _____ \$ _____

Unit Price in Words _____

NRCS-VT 52

Seeding

SY 30 \$ _____ \$ _____

Unit Price in Words _____

NRCS-VT 54

Geotextile

SY 60 \$ _____ \$ _____

Unit Price in Words _____

NRCS-CS 8

Mobilization/Demobilization

LS 1 \$ _____ \$ _____

Unit Price in Words _____

NRCS-CS 9

Traffic Control

LS 1 \$ _____ \$ _____

Unit Price in Words _____

NRCS-CS 26

Topsoiling

CY 10 \$ _____ \$ _____

Unit Price in Words _____

204.30 Granular Backfill for Structures
CY 220 \$ _____ \$ _____
Unit Price in Words _____

301.35 Subbase of Dense Graded Crushed Stone
CY 20 \$ _____ \$ _____
Unit Price in Words _____

406.25 Bituminous Concrete Pavement
TON 20 \$ _____ \$ _____
Unit Price in Words _____

502.10 Shoring Superstructure
LS 1 \$ _____ \$ _____
Unit Price in Words _____

507.12 Reinforcing Steel, Level II
LB 1350 \$ _____ \$ _____
Unit Price in Words _____

507.13 Reinforcing Steel, Level III
LB 60 \$ _____ \$ _____
Unit Price in Words _____

507.16 Drilling and Grouting Dowels
LF 330 \$ _____ \$ _____
Unit Price in Words _____

602.20 Dry Masonry
CY 70 \$ _____ \$ _____

Unit Price in Words _____

602.35 Rebuilt Stone Masonry
CY 20 \$ _____ \$ _____

Unit Price in Words _____

613.11 Stone Fill, Type II CY 20 \$ _____ \$ _____

Unit Price in Words _____

620.50 Removing and Resetting Fence
LF 20 \$ _____ \$ _____

Unit Price in Words _____

621.205 Steel Beam Guardrail, Galvanized (COATED BLACK) w/8 Feet Posts
LF 25 \$ _____ \$ _____

Unit Price in Words _____

621.75 Remove and Reset Guardrail
LF 13 \$ _____ \$ _____

Unit Price in Words _____

651.40 Grubbing Material SY 40 \$ _____ \$ _____

Unit Price in Words _____

679.25 Remove and Reset Light Pole
EA 1 \$ _____ \$ _____

Unit Price in Words _____

900.608 Special Provision (1 1/2" Stone Fill)

CY 30 \$ _____ \$ _____

Unit Price in Words _____

900.608 Special Provision (Concrete Removal and Excavation within the Building)

CY 80 \$ _____ \$ _____

Unit Price in Words _____

900.608 Special Provision (Remove and Replace Garden Wall)

CY 10 \$ _____ \$ _____

Unit Price in Words _____

900.640 Special Provision (Drilling and Grouting Dowels within the Building)

LF 110 \$ _____ \$ _____

Unit Price in Words _____

900.640 Special Provision (Rock Bolts)

LF 340 \$ _____ \$ _____

Unit Price in Words _____

900.640 Special Provision (Wrought Iron Fence)

LF 50 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision (Excavation Support System)

LS 1 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision (Monitoring Program)

LS 1 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision (Remove and Replace Wooden Walkway and Stairs within the Building)

LS 1 \$ _____ \$ _____

Unit Price in Words _____

900.645 Special Provision (Temporary Lateral Bracing)

LS 1 \$ _____ \$ _____

Unit Price in Words _____

Total Base Bid \$ _____

Total Base Bid Written _____

The lowest responsive and responsible bidder will be determined by the **Total Base Bid.**

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work as specified within the Contract Documents.

By submitting this bid, a bidder certifies that it shall report in writing to the municipality any errors or inconsistency discovered in the plans, proposal, specifications, or proposal documents immediately upon discovery.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Contractor

By

Title

Business Address

City

State

Date

ATTEST _____

LS = lump sum

EA = each

SY = square yard

SF = square feet

CWT = hundredweight

GAL = gallon

HR = hour

LU = lump unit

CY = cubic yard

LF = linear foot

TON = ton

MGAL = thousand gallons

LB = pound