

ADDENDUM NO. 1
June 13, 2025

RE: **WAITSFIELD COMMUNITY WASTEWATER SYSTEM**
WAITSFIELD, VERMONT
SBR MANUFACTURER PRE-SELECTION

FROM: DuBOIS & KING, INC.
 P.O. Box 339
 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 Waitsfield, for the SBR Manufacturer Pre-Selection project dated May 29, 2025. **Acknowledge receipt of this Addendum in the space provided on Page 1 of the Bid Form. Failure to do so will subject the Bidder to disqualification.**

I. Pre-Bid Conference

A Pre-Bid Conference was held remotely on June 6, 2025. Charles K. Goodling, P.E., of DuBois & King, Inc., described key elements of the project. The following addresses questions received at the Pre-Bid Meeting, as well as subsequent questions from prospective bidders.

II. Questions & Answers

Question 1: The selection criteria requests the SBR manufacturer to address biological treatment redundancy. Please clarify that this item is satisfied if shelf spare parts for critical components are provided and the equipment included is accessible from the side of the tank.

Answer 1: Yes, shelf spare parts for critical components and equipment accessibility from the side of the tank are factors in assessing redundancy. The Biological Treatment Redundancy requirement stating that the design must provide the ability to meet permitting effluent BOD requirements under design average daily flow/loading conditions with one basin off-line, as required by the State of Vermont, remains.

Question 2: Please clarify influent BOD5 to a specific value, currently provided as a range of 150 mg/l to 200 mg/l.

Answer 2: SBR Manufacturers shall utilize the low end of this BOD5 range (i.e., 150 mg/l) for design purposes.

ADDENDUM NO. 1

April 9, 2025

Page 2 of 2

Question 3: Please clarify influent TSS to a specific value, currently provided as a range of 150 mg/l to 200 mg/l.

Answer 3: SBR Manufacturers shall utilize the low end of this TSS range (i.e., 150 mg/l) for design purposes.

Question 4:

ARTICLE 5—PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

Please revise to add the following:

B. ASSIGNMENT OF CONTRACT: The SBR equipment supplier agrees to an assignment of the contract to the Owner's selected General Contractor in accordance with the following:

- 1) The contract includes the stipulation that Contractor, by law, is required to complete and return the SBR equipment suppliers Credit Application and provide a copy of the Payment/Performance bonds,
- 2) Contractor has a satisfactory credit rating/surety of payment,
- 3) The terms and conditions remain as agreed between the SBR equipment supplier and the Owner (i.e., no additional or conflicting terms and conditions of the Contractor will apply), and
- 4) Assignment of the contract must be in writing and executed by authorized personnel of the Owner, the SBR equipment supplier, and the Contractor.

Answer 4: Incorporation of the above conditions is acceptable.

Question 5: Can the requirement for the Bid Bond be waved; is there an opportunity to discuss and pre-negotiate the terms of this?

Answer 5: No. In accordance with Article 18 of the Instructions to Bidders, conditioned or altered bids will be considered as nonresponsive.

This document constitutes Addendum 1 for this project.