



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL R. LEPAGE
GOVERNOR

PAUL MERCER
COMMISSIONER

April 20, 2016

Amanda Soucier, P.E., Project Engineer
City of Bangor, Engineering Department
73 Harlow Street
Bangor, Maine 04401

SUBJECT: City of Bangor, Engineering Department, SRF C230071-10, WWTP
Biofilter Project, Addendum No. 1

Dear Ms. Soucier:

We have reviewed the addendum to the documents indicated below and approve the addendum for State Participation.

A copy is returned herewith, stamped with our approval. Please incorporate the changes in the appropriate set of plans, specifications or contract documents.

The approval of contract modifications by the Division of Water Quality Management may not be interpreted as approval for additional funds.

Sincerely,

Brandy Piers, Project Engineer
Division of Water Quality Management
Bureau of Land and Water Quality

Enc. Addendum No. 1, WWTP Biofilter Project

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17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
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BANGOR
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BANGOR, MAINE 04401
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AECOM Technical Services Inc.

Bangor WWTP BIOFILTER Project

Addendum No. 1

April 20, 2016

To All Plan Holders:

The following changes, additions and/ or deletions are hereby made a part of the Bidding Documents for the **BANGOR WWTP BIOFILTER PROJECT**, March 2016, as fully and completed as if same were fully set forth therein:

Project Manual

1. Section 09900 Painting, Section 2.01 A, add at the end of section:
"The contractor is welcome to submit an "or equal" to the repairs/coating materials; however, review and determination of the applicability of the equality will be made during the construction services period."
2. Section 11367 Biofilter Trickling Media, Section 1.01 D revise to:
"D. Existing average influent to the WWTP wastewater characteristics (for the year 2015):
 1. Total BOD = 178mg/L (During the winter months BOD can be substantially higher (~300) due to Deicing fluid from the airport)"
3. Section 11367 Biofilter Trickling Media, Section 1.01 E revise to:
"E. Provide Media to treat to 90% removal of existing BOD5. The existing NPDES Permit Limits specified in the Table below:"
4. Section 11367 Biofilter Trickling Media, Section 1.04B Add Subsection Numbers 6 and 7:

"6. Manufacturers must meet all requirements specified herein. If the equipment accepted requires an arrangement or space differing from that indicated on the Drawings or specified, the Contractor shall prepare and submit to the Engineer for approval detailed drawings and equipment lists showing all

necessary changes and embodying all special features of the equipment to be furnished. Such changes, if approved, shall be at no additional cost to the Owner. The Contractor shall assume the cost of, and responsibility for, satisfactorily accomplishing all the necessary changes for installation of the alternate equipment as approved by the Engineer.

7. Source Quality Control: All Media Sheets shall be formed and assembled into modules at the Manufacturer's on-going manufacturing facility. Assembly in temporary facilities or field assembly is prohibited to avoid varying environmental conditions, issues with air permitting, issues with controlling fire hazards, and to maintain the required high level of quality control during the manufacture of the media modules."

5. Section 11367 Biofilter Trickling Media, Section 2.01 A.

"Brentwood Industries, Inc. (CFS3000 Media)"

6. Section 11367 Biofilter Trickling Media, Section 2.05 A. 1. revise to:

"Grating panels shall nominal measurements of: 48 inch in width, 96 inch in length, 1-1/4 inch in height."

7. Section 11367 Biofilter Trickling Media, Section 3.07A: Replace in entirety to :

"The media manufacturer shall provide the services of a technical field supervisor for four (4) trips and five (5) consecutive 8-hour days per trip during installation."

Attachments

The following information is attached as part of this addendum:

1. Pre-Bid Meeting Minutes from April 14, 2016
2. Prebid Contract Questions and Answers
3. PreBid Meeting Attendee List
4. Section C1 F-990_C410_2007, Bid Form
5. Section 01025, Measurement and Payment

All other provisions of the Bidding Documents remain the same.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by signing the acknowledgement of addendum in Section C, bid form, page C-1. Bids submitted without acknowledgement of this Addendum shall be considered informal.

WWTP Biotower Project PreBid Meeting
Thursday, April 14, 2016 2:00 p.m.

Comments City of Bangor

- **Team Roles:** The project was designed by AECOM. AECOM and the WWTP staff will be the main contacts throughout the project, and City of Bangor Engineering will assist with the contract administration and SRF funding requirements.
- **Project Description:** The removal and replacement of biofilter media, including disposal of all waste material in accordance with all applicable federal and state regulations. To be included: the repair or replacement of any defective associated concrete containment or support structure; and the rotating distributor system.
 - The current media structure is 6' x 2.5' x 2.5' cubes with active bug growth.
 - The aeration system and reaeration system, located immediately under the biotower, will be active and needs to be protected from falling material during construction. There is no good way to drain the tank and it will not be able to process the debris.
 - The contractor will be responsible for fall protection for its personnel.
 - There are 2 aeration chambers, 0.5 MG and 0.8 MG (river side).
 - After removal of media an inspection needs to be performed to determine the extent of necessary concrete repairs. WWTP staff suspects some spalling has occurred. During washout of the existing concrete tank all material will have to be captured and prevented from entering the aeration system.
- **Site Access & Working Hours:** Access will be through three (3) locked gates, off south Main St. Normal hours of access will be from 0600 through 1630 hours, Monday through Friday, unless otherwise arranged in advance. WWTP staff must be present whenever contractors or subcontractors are on site. If necessary to meet the project schedule, WWTP staff can be flexible and arrange to be present to allow the contractor extended working hours or days.
- **Special Conditions:** Representatives of contractors and subcontractors must agree to meet with the Safety Officer for the WWTP prior to being allowed to work at the site. All contractors and subcontractors agree to follow City of Bangor WWTP Safety Policies or present for approval by the City alternate policies that are equal to or more protective of worker health & safety.
- **Specification Update:** The design engineer has some additional information in the specs for the tower and supports - this will be provided as part of the addendum.
- **Schedule:** The end date of October 1, 2016 is a hard date. The biotower media needs time to regrow its bug population before treatment of deicing fluid begins.

- All contractors and subcontractors are hereby notified that the City of Bangor has entered into a Consent Decree with the United States and the State of Maine. For the purposes of the Consent Decree, contractors and subcontractors are deemed agents of the City. Any and all work performed by contractors and subcontractors must conform with the terms of the Consent Decree. Contractors must familiarize themselves with the contents of the document and must make the document available to all subcontractors. This document is available electronically at http://www.bangormaine.gov/filestorage/318/350/7758/ENV_ENFORCEMENT.PDF or in hard-copy in the City of Bangor's Engineering Department.

Housekeeping

- The WWTP will be live during the project passing flows through a parallel treatment sequence. The biotower will be offline, but maintenance of other existing treatment plant processes may not be disrupted.
- The contractor will be responsible for erosion control, dust control, and keeping equipment in materials in the laydown areas designated for the project.

Environmental, Safety, and Permitting

- The City will obtain the NRPA permit (MEDEP), Shoreland Zone and Flood Zone Permit (City of Bangor Code Enforcement).
- Copies will be made available to Contractor.
- The Contractor will be responsible for obtaining any and all other permits.
- Contractor must comply with all conditions of the permits as well as all other State, Local, and Federal Regulations

Special Funding Requirements

- The project is funded by the Clean Water State Revolving Fund (CWSRF). Davis Bacon Wage Rates, the American Iron and Steel Act of 2014, labor interviews, certified payrolls, and DBE goals are all applicable to this project.

Timeline

- Bid Opening: Wednesday, April 27, 2016, 2:00 at **City Hall Council Chambers, 73 Harlow Street**
- All questions must be submitted in writing to bids@bangormaine.gov, no later than Friday, April 15, at 8:00 a.m. All questions and answers will be issued in the form of an addendum upon approval by funding agency.
- Completion Date: October 1, 2016

Contract Q & A: For a complete listing of all questions received during the pre-bid meeting and bidding period, see Contract Questions and Answers, included in the Attachments to Addendum No. 1.

Onsite Meeting: Attendees were invited to visit the site with Engineering and WWTP staff to examine existing conditions immediately following the prebid meeting. Any bidders who wish to visit the site may contact Keefe Cyr at 207-992-4472.

Bangor WWTP Biofilter Project

Contract Questions and Answers

1. *Question: Does the WWTP prefer safety netting or decking over the aeration chamber?*

Response: The WWTP prefers decking.

2. *Question: Bid item 2 says that 75% of media will be paid after installation and the remaining 25% will be paid after acceptance. Define when the media is considered to be accepted.*

Response: Acceptance and payment at 100% will be defined as when the biotower is functioning and has re-grown the bio material and can accept deicing flows from the Bangor International Airport. Functioning is defined as meeting performance per Section 11367 – Biofilter Trickling Media, Section 1.01E. for 30 consecutive days.

3. *Question: Clarify the days of media representative. It says in the specs 20 consecutive days which appears to define the schedule. What if it doesn't take 20 days to complete the project?*

Response: This item is bid per day and has been re-defined to be 4 trips for 5 consecutive days.

4. *Question: In Items 4A - 4C - clarify what is meant by the allowance. Bidders would like to know why they were not asked to submit unit prices for linear foot of repairs based on width of cracks, or actual square footage of painting needed. What happens if, for example, the contractor planned on needing a large amount of scaffolding to perform repairs, but there are only a small amount of repairs that need scaffolding? How will they get compensated for their effort?*

Response: Until the biofilter media is removed, the interior of the structure power washed and a structural engineer is able to assess the structural needs of the existing structure. Therefore, allowances were included for all contractors to carry in the bids. Once the structural assessment is completed and the scope of work is defined, the contractor and Owner will negotiate pricing for specific concrete repairs.

5. *Question: What is the existing structure underneath the biotower?*

Response: The existing structure underneath the biotower are concrete kneewalls.

6. *Question: Please clarify intent of removal of supports and support structure, specifically on page 01025-2 Item 2 and 11367-6 Item 4.*

Response: See the updated text as part of Addendum No. 1, which clarifies the supports and support structure.

7. *Question: Are contractors able to come back and inspect site after this meeting?*

Response: Yes, contractors are to contact Keefe Cyr at 207-992-4472 to schedule a site inspection.

8. Question: Was this a mandatory pre-bid meeting?

Response: No, this was not a mandatory pre-bid meeting.

9. Question: Does the contractor need to maintain temporary facilities onsite?

Response: Yes, the contractor is responsible for maintaining temporary facilities onsite, including bathrooms for crew, offices, etc.

10. Question: Can the back compost pad be used for the crane and for a place to drop the media?

Response: Yes, the contractor can use the back compost pad for the crane. The contractor is responsible for repairing the compost pad if damaged from the contractor's operations at no cost to the Owner.

WWTP BIOTOWER PROJECT

Pre Bid Meeting: April 14, 2016 2:00 p.m.

| | <u>Attendee Name:</u> | <u>Company:</u> | <u>Phone:</u> | <u>Fax:</u> | <u>Email:</u> |
|----|-----------------------|--|---------------------------------|--------------|--------------------------------|
| 1 | Tom Roussseau | Penta Corp | 603-476-5525 | 476-5106 | penta Corp@ROADRUNNERS.COM |
| 2 | Willy Lucas | For T. Buck (SEE Below) | | | |
| 3 | Mark McPheters | T. Buck Construction | 207-783-6223 | 207-783-6230 | mark@tbuckcon.net |
| 4 | Lee Stanby | Copda | 207-989-3082 | 207-989-1740 | Lees@copdasc.com |
| 5 | Doug McDougal | Sullivan and Merritt SMC Constructors | 848-5788 689-3329 | 848-3262 | dmdougal@smcinc.net |
| 6 | Amanda Soucier | City of Bangor | 992-4244 | | amanda.soucier@bangormaine.gov |
| 7 | Keefe Cyr | City of Bangor | 992-4472 | 947-3537 | Keefe.cyr@bangormaine.gov |
| 8 | Andy Rudzinski | City of Bangor | 992-4477 | 947-3537 | Andy.rudzinski@bangormaine.gov |
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BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

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BID FORM

BANGOR WWTP BIOFILTER PROJECT

BID DATE –APRIL 27, 2016, 2 PM

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City Purchasing Agent
BANGOR WWTP BIOFILTER PROJECT
73 Harlow Street
Bangor, Maine 04401

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with City in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 The undersigned, as Bidder, herein referred to as singular and masculine, declares that the only parties interested in the bid as principals are named herein; that this bid is made without collusion with any other person, firm, or corporation; that no officer or agent of the City is directly or indirectly interested in this bid; that he has carefully examined the location of the proposed work, the annexed form of contract, and the plans and specifications therein referred to and he proposes and agrees that if this bid is accepted he will contract with the City, in the form of the copy of the Contract Agreement deposited in the office of the Engineer and attached hereto, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in this contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth.

2.02 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the City.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged by Contractor’s signature:

| <u>Addendum No.</u> | <u>Addendum Date</u> | <u>Contractor’s Signature</u> |
|---------------------|----------------------|-------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

**(Signature required to acknowledge receipt of each addendum as may be issued. Sign only upon receipt of written addendum.)

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of City, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF AWARD

5.01 The Contract shall be awarded to the Lowest Responsive Bidder. The City reserves the right to reject any or all bids and to waive all irregularities in bidding.

ARTICLE 6 – BASIS OF BID

6.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| Item No. | Estimated Quantity | Brief Description; Unit or Lump Sum Price Bid In Both Words and Figures | Total Price In Figures |
|----------|--------------------|---|------------------------|
| 4B. | Allowance | For Repairs of Cracks in Concrete of Biofilter Tank the Allowance of <u>One Hundred and Thirty Thousand Dollars and No Cents</u> the sum of (\$130,000)/Allowance | <u>\$130,00.00</u> |
| 4C. | Allowance | For Furnishing and Installing of Epoxy Coating on Interior of Biofilter Tank the Allowance of <u>One Hundred and Ten Thousand Dollars and No Cents</u> the sum of (\$110,000.00)/Allowance | <u>\$110,000.00</u> |
| 5. | 8 EA | For Furnishing and Installing of Biofilter Tower Louvers the Unit Price per each of _____ Dollars per each (\$_____) /EA | \$ _____ |
| 6. | Allowance | For repair of existing concrete beams and/or providing additional media support _____ Dollars per each (\$20,000.00)/Allowance | <u>\$20,000.00</u> |

Amounts must be shown in both words and figures. In case of discrepancy, the amount in words will govern.

TOTAL PROJECT BASE BID

_____ Dollars
and _____ Cents
(\$ _____)

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that any estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 7 – TIME OF COMPLETION

7.01 Bidder agrees that the Work will be substantially complete on or before **October 1, 2016**, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before October 1, 2016.

7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

8.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of a Bid Bond equal to five percent (5%) of the Bid;

B. Evidence of authority to do business in the state of Maine; or a written covenant to obtain such license within the time for acceptance of Bids;

ARTICLE 9 – DEFINED TERMS

9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 10 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual’s signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in *Maine* is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ *[If applicable]*

If this Bid is accepted by the City and the Bidder fails to contract as aforesaid and to give a bond in the sum of the full amount of the Bid, with surety satisfactory to the City, within 10 days (not including Sundays or legal holidays) to an address given herewith that the Contract is ready for signature, then the City may by option determine that the Bidder has abandoned the Contract and therefore the Bid and Acceptance shall be null and void, and the bid bond shall be forfeited to the City.

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 MEASUREMENT AND PAYMENT:

The following subsections describe the measurement of and payment for the work to be done under the items listed in the BID.

The Contractor shall become acquainted with all Work associated with each Payment Item and shall have no claim for additional compensation due to unfamiliarity with the Work required to complete each Item in accordance with the Contract Documents.

No Payment will be made for any item of Work until all documentation required by the Contract Documents has been reviewed and accepted by the Engineer.

No payment will be made for additional materials that are not installed on the Project.

Each unit or lump sum, stated in the BID shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications. Each allowance price stated in the BID shall constitute an estimate of full compensation as herein specified for each item of work completed in accordance with the drawings and specifications. Actual compensation for allowance price bid items shall be in accordance with the measurement payment for each item.

The prices bid shall constitute payment for all work incidental thereto. Unless identified within the individual item description, the price shall not include work specifically identified for payment under other items.

1.02 PAYMENT ITEMS

Basis of Award

| <u>Item</u> | <u>Description</u> |
|-------------|--------------------------------|
| 1. | Mobilization/Demobilization |
| 2. | BioFilter Media Installation |
| 3. | BioFilter Media Representative |
| 4. | Concrete Repairs |
| 5. | Louvers |
| 6. | Media Support |

1.03 THE MEASUREMENT AND PAYMENT FOR THE BID ITEMS 1 THROUGH 5 ARE AS FOLLOWS:

ITEM 1 MOBILIZATION / DEMOBILIZATION

- A. General. The lump sum price for Item 1 shall constitute full compensation for initiating the contract, obtaining all permits, bonds and insurance, exclusive of the cost of materials, for mobilizing all machinery, tools, for furnishing and installing erosion control measures, for site restoration upon completion of the work, and all other equipment to carry on and complete the work.
- B. Measurement. Measurement for mobilization/demobilization shall be made based on the lump sum amount bid as approved by the engineer
- C. Payment. Payment for mobilization/demobilization shall be made at the lump sum price under this Bid Item. The amount of this lump sum shall not exceed THREE percent (3%) of the Contract amount, excluding Item 1, and no payment shall be made in excess of this amount. An amount of seventy-five (75) percent of the amount bid under Item 1 (exclusive of normal Contract retainage) will be made when the Contractor has mobilized to the Project site(s) and is ready to start construction. The remaining twenty-five (25) percent (exclusive of normal Contract retainage) will be made following demobilization from the Project site.

ITEM 2 BIOFILTER MEDIA INSTALLATION

- A. General. The lump sum price for Item 2 shall constitute full compensation for all labor, equipment, tools, freight, delivery and handling of materials, and materials necessary to complete the Work as specified which shall include: removing and legally disposing of existing Biofilter media, media supports, and decking, removing and reinstalling rotary distributor mechanism, power washing of the rotary distributor mechanism, replacement of all seals, gaskets, o-rings associated with the rotary distributor mechanism, manufacturer's approval in writing of the reinstalled Rotary Distributor Mechanism, handling and legal dispersal of materials, protection of surrounding processes from damage, including, but not limited to providing temporary covers, dust control, restoration of all areas disturbed by the Contractor's operations, all Work, as specified in the General Requirements, including Environmental protection.
- B. Measurement. Measurement for furnishing and installing Biofilter Media shall be on a percent complete basis and as approved by the Engineer.
- C. Payment. Payment shall be made based the lump sum bid amount as approved by the Engineer as follows:

1. Seventy-five (75) percent of the price bid shall be paid upon reinstallation of the Rotary Distributor Mechanism has been completed, tested and approved by the manufacturer and installation of the Biofilter media, the balance shall be withheld until such time as the Biofilter media and decking has been tested and approved in writing by the Biofilter media manufacturer and accepted by the Owner for incorporation into the existing treatment process.

ITEM 3 BIOFILTER MEDIA REPRESENTATIVE

- A. General. The unit price bid for this Bid Item shall be considered fair compensation for oversight of the installation of the Biofilter material by a manufacturer's representative, inclusive of all expenses.
- B. Measurement. Measurement for Item 3 shall on a per day basis, based on actual days on site.
- C. Payment. Payment will be made at the unit price bid per day under Item 3.

ITEM 4 CONCRETE REPAIRS

- A. General. The allowances under each division of this Bid Item shall be considered as fair compensation for all labor, equipment, tools and materials necessary to complete the Work as specified which shall include power washing of concrete surfaces, spall repair, crack injection, and epoxy coating of concrete surfaces and any other incidental Work relative thereto.
- B. Measurement. Measurement of concrete repairs shall be made based on the following:
 1. For power washing of 15,500 sf of concrete surfaces, measurement shall be made based on the actual square footage power washed and as approved by the Engineer.
 2. For repair Concrete
 - a. Repair of 3,100 sf of spalling concrete surfaces, measurement shall be based on the square footage of concrete repaired and as approved by the Engineer.
 - b. Repair of 200 lf of cracks in the concrete surfaces, measurement shall be based on the linear feet of cracks injected and as approved by the Engineer.
 4. For epoxy coating of 15,500 sf of concrete surfaces, measurement shall be based on the actual square footage coated and as approved by the Engineer.

- C. Payment. Payment shall be made for concrete repairs based the approved schedule of values for the actual work completed as approved by the Engineer.

ITEM 5 LOUVERS

- A. General. unit price for Item 5 shall constitute full compensation for all labor, equipment, tools, and materials necessary to complete the Work as specified which shall include: removing and legally disposing of existing louvers, furnishing new louvers, installation of louvers, handling and dispersal of materials, dust control, restoration of all areas disturbed by the Contractor's operations, all Work, as specified in the General Requirements, including Environmental protection.
- B. Measurement. Measurement for furnishing and installing louvers shall be per each installation as approved by the Engineer.
- C. Payment. Payment for furnishing and installing louvers shall be made at the unit price bid per each under Bid Item 5.

ITEM 6 MEDIA SUPPORT

- A. General. The allowances under each division of this Bid Item shall be considered as fair compensation for all labor, equipment, tools and materials necessary to complete the Work as specified which shall include repair of concrete support beams, as necessary, and providing additional media support, if needed and any other incidental Work relative thereto.
- D. Measurement. Measurement of media support system shall be made based on the following:
 - 1. For concrete repairs of existing media support system as approved by the Engineer.
 - 2. For additional media support system equivalent to specified AccuPier as approved by the Engineer.
- E. Payment. Payment shall be made for concrete repair and media support based the approved schedule of values for the actual work completed as approved by the Engineer.

PART 2 PRODUCTS – Not Applicable

PART 3 EXECUTION – Not Applicable

END OF SECTION