



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

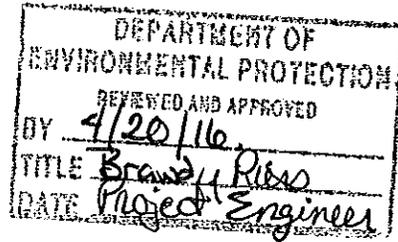
Enc. Addendum No. 1, WWTP Biofilter Project

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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

## 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.

**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.

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.

# BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

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CONSTRUCTION SPECIFICATIONS INSTITUTE

**BID FORM**

**BANGOR WWTP BIOFILTER PROJECT**

**BID DATE –APRIL 27, 2016, 2 PM**

**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 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  
(\$\_\_\_\_\_)

**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 \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

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.

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:

- 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