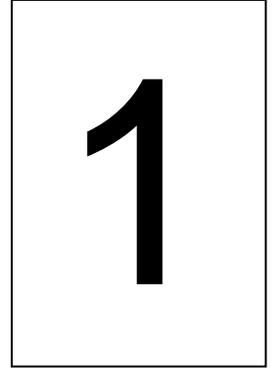


TOWN OF WESTFORD
MASSACHUSETTS

William E. Frost School
Roof Replacement Project

73 MAIN STREET
WESTFORD, MA 01886

ADDENDUM NO. 1
JULY 22, 2013



The attention of bidders submitting proposals for the subject project at the Westford Town Hall in Westford, MA is called to the following addendum to the contract. The items set forth herein, whether of omission, addition, substitution or clarification are all to be included in and form a part of the proposal submitted.

THE NUMBER OF THIS ADDENDUM (NO. 1) MUST BE ENTERED IN THE APPROPRIATE SPACE B ON THE CONTRACT FORM ENTITLED "FORM OF GENERAL BID".

A. SPECIFICATION CHANGE:

1. Section 00 0110 Table of Contents

1.1 OMIT SECTION 00 4536 – General Contractor's Equal Employment Opportunity Certificate.

1.2 ADD the following Sections after SECTION 00 4545 Certifications:

SECTION 00 4546 Certificate of Tax Compliance

SECTION 00 4547 Non-Collusive Affidavit

SECTION 00 4548 Certification Regarding Disbarment.

Above Forms are attached to this addendum.

2. Section 00 2113 Instruction To Bidders:

2.1 REPLACE 1. Receipt and Opening of Bids

The Town of Westford, Massachusetts, herein called the Owner, acting by and through its Board of Selectmen, will receive sealed Bids for the project known as the **WILLIAM E. FROST SCHOOL, ROOF REPLACEMENT PROJECT**.

3. Section 00 4100 Form of General Bid

3.1 REPLACE form with *SECTION 00 4100 - REVISED* attached to this addendum.

4. Section 00 4536 General Contractor's Equal Employment Certification

4.1 *OMIT ENTIRE SECTION*

5. INSERT the following forms after Section 00 4545

5.1 *SECTION 00 4546 Certificate of Tax Compliance*

5.2 *SECTION 00 4547 Non-Collusive Affidavit*

5.3 *SECTION 00 4548 Certification Regarding Disbarment*

6. Section 00 5200 Owner-Contractor Agreement

6.1 REPLACE 1. Scope of Work with the following:

*The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the **WILLIAM E. FROST SCHOOL, ROOF REPLACEMENT** in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any GENERAL SUPPLEMENTARY CONDITIONS are incorporated herein by reference and are made a part of this Agreement.*

6.2 REPLACE last sentence in paragraph D. Liquidated Damages with the following:

*The amount of liquidated damages shall be **Five Hundred dollars (\$500.00)** per day.*

7. Section 01 1000 Summary of Work

7.1 OMIT following in 1.4, A

The Owner wishes to retain ownership of a portion of the salvaged slate roofing. See Section 02 4119 SELECTIVE DEMOLITION for quantities.

7.2 ADD the following paragraph after paragraph F.

G. Remove ventilation shafts, ductwork, in-duct radiators, associated piping, electrical lighting & wiring. Terminate and cap ductwork and associated utility lines in Attic.

8. Section 07 3126 Slate Roofing

8.1 REPLACE the following in paragraph 1.5 B 6.

*Prepare mock-up for review by Architect not less than **5** days before scheduled commencement of the work.*

8.2 REPLACE the following in paragraph K. 2.

*Remove excess materials and debris from Project **Site**.*

9. Section 07 6100 Sheet Metal Roofing and Flashing

9.1 OMIT Paragraph 2.5 H.2.

9.2 REPLACE Paragraph 2.5 H.3. with the following:

Soldering requires removal of painted, coated or lacquered finishes.

B. DRAWING CHANGES

1. Drawing D1.0

1.1 REPLACE Demolition Note D with the following

D. REMOVE VENTILATION SHAFTS, DUCTWORK, IN-DUCT RADIATORS, ASSOCIATED PIPING, ELECTRICAL LIGHTING & WIRING. TERMINATE AND CAP DUCTWORK AND ASSOCIATED UTILITY LINES IN ATTIC

END OF ADDENDUM #1

**SECTION 00 4100
FORM OF GENERAL BID**

Bid of _____ (hereinafter called "Bidder")*

- () a corporation, organized and existing under the laws of the state of _____
- () a partnership
- () a joint venture
- () an individual
doing business as _____

To the **Town of Westford**, Massachusetts (hereinafter called "Owner").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as **William E. Frost School, Roof Replacement**, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Owner, and to fully complete the project within **84** consecutive calendar days thereafter. The Bidder further agrees to pay as liquidated damages the sum of **Five Hundred (\$500.00)** Dollars for each consecutive calendar day thereafter that the work is not complete as provided in the contract.

*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

C) The Bidder agrees to perform the bid work described in the specifications and shown on the plans without alternates for the following contract price: \$_____.

D) For alternate No. 1 Add \$_____ Subtract \$_____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 149 and Chapter 30, Section 39M, as amended.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00 5200 AGREEMENT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00 2113 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Owner in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price in accordance with Section 00 6113 PERFORMANCE BOND, Section 00 6114 PAYMENT BOND, and as stipulated in the contract.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for ____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing (add supplementary page if necessary).

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone No.</u>
a.					
b.					
c.					
d.					
e.					
f.					

Bank reference _____
(Name)

(Bank)

(Address)

(Telephone No.)

Pursuant to M.G.L. CH. 62C, Sec. 49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Respectfully submitted:

Date: _____

By: _____

(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(City and State)

(Telephone Number)

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SECTION 00 4546
FORM OF TAX COMPLIANCE CERTIFICATE

I, _____, of _____ corporation, and an officer authorized so to do, certify under the pains and penalties of perjury that said corporation has complied with all the laws of the Commonwealth of Massachusetts, and place business relating to taxes.

Contractor: _____
(Company Name)

By: _____ Title: _____
(Name)

(Signature)

(Corporate Seal)

END OF SECTION

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SECTION 00 4547
NON-COLLUSIVE AFFIDAVIT

State of _____ ss.

County of _____,

_____ being first duly sworn, deposes and says:

That he is _____, (a partner or officer of the firm of, etc.) of the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder or persons, to put a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conferences, with any person, to fix the bid price of affiant or of any bidder, or to fix any overhead or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Awarding Authority any other person interested in the proposed contract; and that all elements in said proposal or bid are true.

Signature of:

Bidder, if bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before me

This _____ day of _____,

(Notary Public)

My Commission Expires: _____

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**SECTION 00 4548
CERTIFICATION REGARDING DISBARRED AND SUSPENDED PARTIES**

In accordance with State and Federal regulations, I _____ hereby certify that we are not disbarred, suspended or otherwise excluded from receiving funds or bidding on any project by any State or Federal agency.

Signature

Date

END OF SECTION

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