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SECTION 00020 - INVITATION TO BID

1. Sealed Bids for the **Wellfleet Municipal Water System On-Call and Emergency Repair Services, Wellfleet, MA** project will be received by the Town Administrator at 300 Main Street, Wellfleet, MA 02667, until **2:00 pm** prevailing time on Monday, December 14, 2015, at which time said Bids will be publicly opened and read aloud. All bids shall be submitted within a sealed envelope addressed to the Town Administrator at 300 Main Street, Wellfleet, MA 02667 and entitled "**Wellfleet Municipal Water System On-Call and Emergency Repair Services**".
2. The work includes but is not limited to on-call and emergency repair services for the Wellfleet Municipal Water System (WMWS), from January 1, 2016 through December 31, 2018. The successful contractor shall furnish all labor, material, transportation, tools, supplies, equipment, and appurtenances, unless specifically excepted, for the satisfactory completion of Water Main Installation and Repair for the WMWS. Services will be assigned on a project-by-project basis or as needed in case of emergency repair.
3. If any PROPOSER contemplates submission of a proposal for the proposed contract and is in doubt as to the true meaning of any part of these documents, or finds discrepancies in, or omissions from, PROPOSER may submit by email to michaela.miteva@wellfleet-ma.gov, a written request for an interpretation or correction thereof. Questions from prospective PROPOSERS affecting interpretation or corrections related to this Invitation to Bid received after 11:00 A.M. on December 4, 2015, will not be answered.

Contract Documents may be examined online at www.wellfleet-ma.gov or at the office of the Wellfleet Town Administrator, 300 West Main Street, Wellfleet, MA 02667, (508) 349-0300.

4. On-Call and Emergency Repairs hourly rate payment will be as indicated on the Bid Proposal. No PROPOSER may withdraw his/her bid for a period of sixty (60) calendar days after the actual date of the opening of the bids.
5. The bidding and award of the Contract shall be in full compliance with the General Laws of the Commonwealth of Massachusetts as last revised.
6. The successful PROPOSER shall supply all labor, materials and equipment necessary to complete the work hereinafter contained in the on-call and emergency repair services contract documents, unless otherwise directed by the OWNER in case the OWNER has materials already in stock.
7. The PROPOSER must demonstrate experience in constructing or repairing at least five (5) similar or larger water systems, and have been in business for at least five (5) years. Resumes (two page maximum) for the proposed staff (manager, foreman and laborers) and licenses must be provided with the bid, along with reference contact information for at least five similar or larger water systems.
8. The OWNER reserves the right to reject any or all Bids or to accept any Bid deemed by them to be in the best interest of the Wellfleet Municipal Water System. The OWNER reserves the right to limit the extent of the work to keep within the limits of available funds.

END OF SECTION 00020

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Wellfleet Municipal Water System On-Call and Emergency Repair Services
Wellfleet, MA

SECTION 00301 - BID FORM

To the Town of Wellfleet, Massachusetts, acting through its Board of Selectman:

The Undersigned, as PROPOSER, declares as follows:

- the only parties interested in this BID as Principals are named herein;
- this BID is made without collusion with any other person, firm, or corporation;
- no officer, agent, or employee of the OWNER is directly or indirectly interested in this BID;
- the PROPOSER has carefully examined the site of the proposed on-call and emergency repair work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and has carefully read and examined the Contract Documents and the annexed proposed AGREEMENT therein referred to and knows and understands the terms and provisions thereof;
- and agrees that, if this BID is accepted will contract with the OWNER, as provided in the copy of the Contract Documents deposited in the office of the Engineer, this BID form being part of said Contract Documents, and that the PROPOSER will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and that the PROPOSER will take in full payment therefore the lump sum or unit price applicable to each item of the Work as stated in the following schedule:

All entries in the entire BID must be made clearly and in ink; prices bid must be written in both words and figures. In case of discrepancy, the amount shown in words will govern.

Receipt of Addenda numbered _____ to _____, inclusive, is acknowledged.

(PROPOSER) _____

(by) _____

(Title) _____

BID

TOTAL FOR FULL 8-HOUR DAY BID (January 1, 2016 – December 31, 2018)

Total amount of Bid for On-Call and Emergency Repair Services of the Wellfleet Municipal Water System, assuming 8 hours per day assigned on project by project case or emergency repair as needed:

\$ _____
(Amount in figures)

(Amount in words)

TOTAL BID FOR HALF 4-HOUR DAY BID (January 1, 2016 – December 31, 2018)

Total amount of Bid for On-Call and Emergency Repair Services of the Wellfleet Municipal Water System, assuming 4 hours per day assigned on project by project case or emergency repair as needed for first extension:

\$ _____
(Amount in figures)

(Amount in words)

END OF SECTION 00301

**SECTION 00480 - FORM OF NON-COLLUSIVE AFFIDAVIT
(AFFIDAVIT FOR PROPOSER)**

State of _____

County of _____

being first duly sworn, deposes and says,

That it is _____, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or a sham; that said PROPOSER has not colluded, conspired, connived or agreed directly or indirectly, with any PROPOSER or person, to put in 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 conference, with any person, to fix the bid price of its bid or any other PROPOSER, or to fix any overhead, profit or cost element of said bid price, or of that of any other PROPOSER, or to secure any advantage against the Town of Wellfleet, Massachusetts, or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

Signature of:

PROPOSER, if PROPOSER is an individual

Partner, if PROPOSER is a partnership

Officer, if PROPOSER is a Corporation

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____, 20__

This form must be included with the bid/proposal.

END OF SECTION 00480

SECTION 00481 FORM OF TAX CERTIFICATION AFFIDAVIT

Statement of State Tax Compliance

Description of Bid/Proposal Wellfleet Municipal Water System On-Call and Emergency
Repair Services

Date of Bid _____

Pursuant to Chapter 323 of the Acts of 1983, Section 49A, I,

_____ authorized signatory for

_____, whose

principal place of business is

_____ do hereby certify under

the pains of perjury that _____ has complied with all laws of

the Commonwealth relating to taxes.

Name of Person Signing Bid/Proposal

SSN or FID #

Name of Business

Date

This form must be included with the bid/proposal.

END OF SECTION 00481

SECTION 00482 FORM OF ACKNOWLEDGMENT OF PRINCIPAL

Acknowledgement of Principal

I _____ principal of _____, holding the office of _____ with said Company is hereby authorized to submit a bid/proposal on behalf of said Company for the following bid/proposal to the Town of Wellfleet: Wellfleet Municipal Water System On-Call and Emergency Repair Services.

Name of Authorizing Person

Position/Office

Name of Business

Date

Name of Company/Corporation/Partnership

Address (# Street or PO Box

telephone #

Town/State/Zip Code

email address

This form must be included with the bid/proposal.

END OF SECTION 00481

SECTION 00500 - AGREEMENT

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- ARTICLE 7 MISCELLANEOUS

TOWN OF WELLFLEET, MASSACHUSETTS
Wellfleet Municipal Water System On-Call Services and Emergency Repairs

THIS AGREEMENT is dated as of the _____ of _____ in the year 2015 by and between the Town of Wellfleet, Massachusetts, acting by and through its Board of Selectmen, duly authorized therefore, who acts herein solely for said Town and without personal liability to itself, (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

CONTRACTOR shall complete all work and shall furnish all labor, material, transportation, tools, supplies, equipment, and appurtenances, unless specifically excepted, for the satisfactory completion of On-Call/Emergency Repairs for the Wellfleet Municipal Water System (WMWS). Services will be assigned on a project-by-project basis or as needed in case of emergency repair.

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with this contract.

ARTICLE 2 CONTRACT TIMES

The Contract timeframe will cover the period beginning on January 1, 2016 and ending on December 31, 2018.

ARTICLE 3 CONTRACT PRICE

The OWNER shall pay CONTRACTOR for completion of the work in accordance with the assigned project within 30 days of invoicing.

The total of the Bid Proposal accepted by the Town is:

\$ _____ (per half 4-hour day) and \$ _____ (per full 8-hour day)
(Amount in figures)

(Amount in words per half 4-hour day)

(Amount in words per full 8-hour day)

ARTICLE 4 PAYMENT PROCEDURES

CONTRACTOR shall submit invoices based on the assigned project to the Town of Wellfleet for work completed as agreed upon in Article 3. Invoices shall be accompanied by the certified payroll for the completed work.

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws,

Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the CONTRACTOR to provide the Town with certified payrolls and to comply with all requirements of the above-cited statutes. The Town shall not be obligated to pay any invoice until such certified payroll is provided.

ARTICLE 5 CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- CONTRACTOR has examined and carefully studied the Contract Documents (including the any Addenda issued).
- CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.
- CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- Invitation to Bid.
- CONTRACTOR's Bid Proposal
- Affidavit of Non-Collusion
- This Agreement
- Summary of Work
- Wellfleet Municipal System Rules and Regulations
- Prevailing Wage rates for Wellfleet Municipal Water System On-Call and Emergency Repair Services

ARTICLE 7 MISCELLANEOUS

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment with release or discharge the assignor from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

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Wellfleet Municipal Water System On-Call and Emergency Repair Services
Wellfleet, MA

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

The contractor shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, national origin or sexual orientation; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, national origin or sexual orientation.

IN WITNESS WHEREOF, the parties hereto have caused these documents to be signed and sealed on the day and year first above written.

CORPORATE SEAL

By: _____

Incorporated in the State of _____

President: _____

If a Corporation: Treasurer _____

Secretary _____

Wellfleet Board of Selectmen:

Paul Pilcher, Chairman

Dennis Murphy, Vice-Chairman

Helen Miranda Wilson, Clerk

Berta Bruinooge

Gerry Houk

In accordance with M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the Board of Selectmen has been authorized to execute the Contract and approve all requisitions and change orders.

Marilyn Crary, Town Accountant

Date

Harry Sarkis Terkanian, Town Administrator

Justina Carlson Chairman, Board of Water Commissioners

END OF SECTION 00500

SECTION 01010 - Summary of Work

SYSTEM BACKGROUND

The original Wellfleet municipal public water system was constructed in the late 1980's and was comprised of 2 public water supply wells (Coles Neck Wells), a pump station building, a hydro-pneumatic storage tank system and approximately 11,000 linear feet of 4-inch water main. The two original wells are located off Grist Mill Lane in the northeast area of Town, and were limited to a maximum daily pump rate of 20,000 GPD due to a restricted Zone I area. The initial service area was located in the vicinity of the Town's landfill in the northwest area of Town, and was comprised of approximately 35 residential services.

The water system was expanded in 2004, adding approximately 11,000 linear feet of 8-inch and 12-inch water main. The expanded water main passes through the Town's Central District and extends to the Marina. Municipal buildings (the DPW, Town Hall and Library) were connected to the water system, in addition to five buildings at the marina complex. A SCADA and Corrosion Control project completed in 2004 provides the ability to monitor and change functions of the water system based on real time conditions displayed at the computer terminal in the DPW offices or from a remote location. The corrosion control process (pH adjustment using KOH) is located in the existing pump station building. The functions of the SCADA system include the control/adjustment of pumping rates, control/adjustment of chemical dosage and monitoring of flow, pressure, well level and pH at the pump station. The SCADA system also provides alarm notification if the system exceeds any normal operating thresholds.

In 2005 a third production well was added at the Coles Neck Wellfield, with approval for pumping up to 100,000 GPD into the water system through the existing treatment works building. The new well was developed to supplement the existing water supply and provide redundancy and flexibility to the water system. A plan of the water system has been included in Appendix B.

In addition to the Coles Neck wells and distribution system, the Town operates six transient, non-community (TNC) wells at remote beaches and facilities. They include: Gull Pond, Maguire Landing, Newcomb Hollow Beach, White Crest Beach, Wellfleet Senior Center, and Wellfleet Marina (used for boat washdown and bathhouse toilets only).

The existing Wellfleet public water system is classified as a 1T treatment facility and the distribution is classified as a Very Small System (VSS).

PHASE I: 2009-2010 System Expansion.

The expansion of the system in 2009 and 2010 included approximately 19,500 feet of 8 and 12-inch ductile iron pipe and a 500,000 gallon elevated storage tank off Lawrence Road. The expansion work totaled approximately \$6M. Two (2) new gravel-packed wells with submersible pumps were installed at the Boy Scout Camp Well (BSCW) site, with a small precast concrete building to house a KOH feed system similar to the system at Coles Neck, and electrical and control system panels. Refer to Figure 1 for the location of the BSCW, storage tank and watermains.

As part of the work, service stubs and curb stops were installed for all abutters to the system expansion and along the older watermains installed in 2004 (i.e. from Pole Dike Road to Kendrick Avenue via West Main

Street, Main Street, Bank Street, and Commercial Street). There are approximately 380 curb stops. At the present time (March 2012), there are approximately 129 customers using the system, and 62 customers who have applied for future connections. Most of the properties abutting the existing water system have been provided with a curb stop. Those properties abutting the existing system, without curb stops, are eligible for connection. The Board of Water Commissioners is encouraging abutters to connect through the use of a staggered discount on the connection fee.

In addition, an automatic meter reading (AMR) system was installed in 2010 using a radio-based “Hot Rod” capability which allows meters to be read by driving throughout the town. Older meters were replaced with new meters. All customers with connections to the expanded system have been provided with a meter. The “Hot Rod” meter reading system connects to the billing system by means of EasyReader software. The Water System Coordinator then prepares bills for Water System customers based on this information. The data is collected twice a year for semi-annual billing.

PHASE II: 2013-2014 System Expansion.

The expansion of the system in 2013 and 2014 included approximately 6,000 feet of 8 and 12-inch ductile iron pipe water main and added 78 new residential customers. The expansion work totaled \$1.5M.

SUMMARY OF WORK

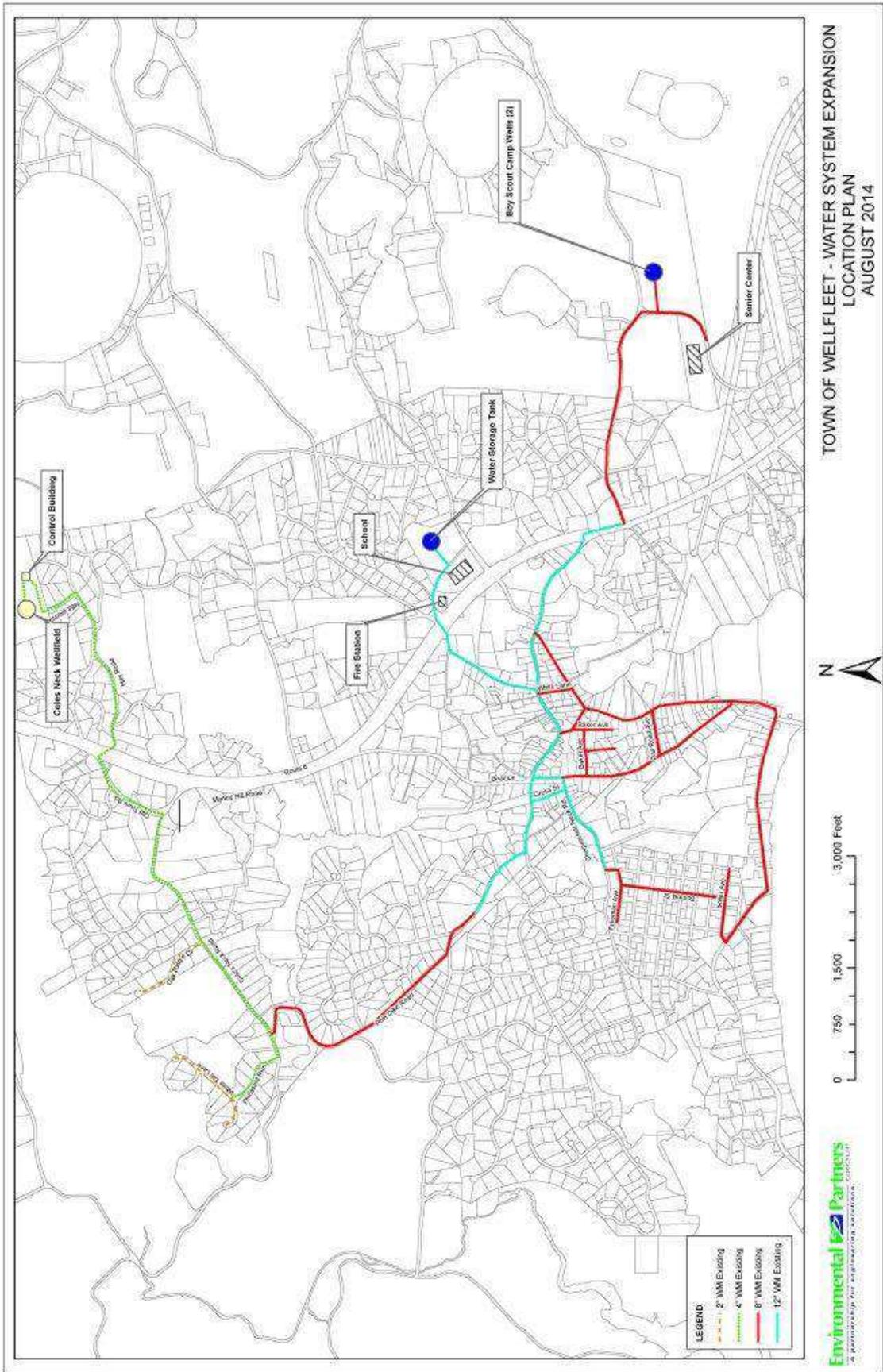
The summary of work includes all labor, materials, and equipment for on-call and emergency repair services of the Town of Wellfleet public water system (including TNC sources), as described below, and as required by Massachusetts Department of Environmental Protection (MADEP) Drinking Water Regulations. The summary of work shall include:

COMMUNICATIONS AND EMERGENCY RESPONSE

1. The contractor should be available 24 hours a day 7 days a week via telephone or pager in the event of an emergency. The contractor is required to respond to emergencies within **1 (one) hour** at all times.
2. Provide all labor, equipment and materials necessary for water system emergency repairs and on-call services, unless such materials are already in stock with the OWNER.
3. The contractor shall not rely on Town staff for assistance during the performance of the contract.

END OF SECTION 01010

APPENDIX A



APPENDIX B – please follow the link below

Wellfleet Municipal Water System Rules & Regulations are available online on the Board of Water Commissioner's page: http://www.wellfleet-ma.gov/sites/wellfleetma/files/file/file/wmws_rulesregs.pdf

APPENDIX C – enclosed as a separate attachment

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project.

END OF BID