

TOWN OF NATICK MASSACHUSETTS

TO:

Natick Board of Selectmen

Melissa A. Malone, Town Administrator

William D. Chenard, Deputy Town Administrator – Operations

Jeremy Marsette, Director, Natick Public Works

Anthony Comeau, Supervisor, Water and Sewer Division, Natick Public Works

Gregory Eldridge, P.E., Haley & Ward/CES, Inc.

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: March 23, 2020

SUBJECT:

CONTRACT AWARD

W157 - Evergreen Well No. 3 Replacement

On March 19, 2020, sealed bids were received, pursuant to M.G.L. c. 30, §39M, for the Evergreen Well No. 3 replacement project in the Town of Natick, Massachusetts. Bids were received from two (2) bidders. (See attached.)

Denis L. Maher Co., LLC is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to Dennis L. Maher Co., LLC for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award, as adjusted to correct an obvious clerical error¹, will be for \$147,080.00, as provided for in Dennis L. Maher Co., LLC's bid. We have reviewed the bids received and have checked the references and qualifications of Dennis L. Maher Co., LLC. Mr. Gregory Eldridge, Vice President of Haley & Ward/CES, Inc., the Town's on-call Water and Sewer project consulting engineering firm, has also done the same and has recommended award accordingly. See attached. Dennis L. Maher Co., LLC's bid is in accordance with our estimate of \$150,000-\$200,000; it has pledged to stand by its number. The other bid we received (\$290,000) far exceeded the Town's estimate.

As a result, it bid an amount of \$141,800.00, rather than \$\frac{1}{147,080}\$. Its bid, even as amended was still lowest. The Attorney General's Office, following consultation, viewed the low bidder's failure to change the number of hours on its bid form as a clerical error that could be adjusted. The change would not affect the status of the low bidder.

As explained further by Haley & Ward, the low bidder did not adjust the quantity of hours from 48 hours to 80 hours in bid item number 5 on its bid form, as it was instructed to do so in Addendum number 2. However, the low bidder kept its rate was bid at its customary \$165/hour for this item. Hence, its bid ended up being lower by \$5280 than it should have been. ((80 hours – 48 hours = 32 hours) x \$165.00/hr.)

Please advise if you have any questions or require additional information.

Bids Received:	03/19/20
Newspaper Advertisement (Metrowest Daily News):	03/04/20
Town Hall Posting:	02/25/20
Website Posting:	02/25/20
Central Register:	03/04/20
COMMBUYS Posting:	02/25/20

Funding:

Acct# 655315-583000 2017 Spring ATM Article 10 – Water & Sewer Borrowing

Bids Received: See attached.

Date & Time: March 19, 2020, 11:00 A.M. EDST Envelope Scaled Bid Security 5% Company Name Company Name Company Name Maher Services, N. Reading, MA X X X X X	usion	Tax Compliance Cert. of Corporate	L					
Envelope Sealed Bid Security 5% & Marked X X X X X X X X X X X X X X X X X X X	ertificate of Tex Compli	iance Cert of Corporate						
x x		non priores	Interest Certificate	Signature of Bidder and Addenda 1 + 2	Certificate of Insurance	Compliance with M.C.L. c. 151B	Certificate of Non-Debarment	Price
* *								\$147,080.00
×	Υ Υ	×	×	×	×	×	×	\$141,800.00
	x x	x	×	x	×	×	×	\$290,000.00

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NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. 157

EVERGREEN WELL #3 REPLACEMENT

THIS AGREEMENT made this Mullividay of fund in the year 2020, by and between the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760
THIS AGREEMENT made this Mullipular of January in the year 2020, by and between
the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760
(hereinafter called OWNER), by the Natick Board of Selectmen, and
Demy LMake Co, LLC , having an address
of 75 celly Red Rolling 130, doing business as a (Corporation, Partnership or Individual) hereinafter called "CONTRACTOR." Cyper MA 01437
called "CONTRACTOR." Uger MA 01432
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned.

ARTICLE 1. WORK

OWNER and CONTRACTOR hereby agree as follows:

- 1.1. CONTRACTOR shall commence the Work as specified or indicated in the Contract Documents as defined in Article 8 herein. The Work is generally described as follows:
- 1.2. The Evergreen Well #3 Replacement project consists of the installation of a 24" x 36" gravel packed well and associated performance testing. The Contractor shall supply all labor, materials and equipment necessary to complete the work shown on the Contract Drawings and hereinafter contained in the Specifications.
- 1.3. CONTRACTOR shall furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein.

ARTICLE 2. ENGINEER

2.1. The Project has been designed by Haley and Ward, a Division of CES, Inc, who is hereinafter called ENGINEER and who shall act as OWNER'S representative, who shall assume all duties and responsibilities, and who and shall have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1. CONTRACTOR shall commence work when authorization by the OWNER or ENGINEER with the provisions of the Notice to Proceed and Contract Documents. The work will be substantially complete within one hundred and fifty (150) consecutive calendar days thereafter and all work to be completed within one hundred and seventy (170) consecutive calendar days thereafter. Therefore the date all work will be completed is _______, 20___.
- 3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Four Hundred** dollars (\$400.00) for each day that expires after Substantial Completion date and **Eight Hundred** dollars (\$800.00) after Final Completion date specified in paragraph 3.1 of this section for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

4.1. In consideration for performance of the work as required by the Contract Documents, the OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

Contractor's Bid is attached to this Agreement as an exhibit.

CONTRACT PRICES

ITEM <u>NO.</u>	<u>DESCRIPTION</u>	QUA	<u>NTITY</u>	UNIT PRICE	<u>AMOUNT</u>
1.	Mobilization	1	L.S.	\$	\$
2.	Soils Report and Water Quality Testing	1	L.S.	\$	\$
3.	Gravel Packed Well Install	67	V.F.	\$	\$
4.	Well Screen Install	15	V.F.	\$	\$
5.	Well Development	48	HOURS	\$	\$
6.	Performance Testing	1	L.S.	\$	\$
7.	Miscellaneous Work	1	L.S.	\$	\$

TOTAL CONTRACT AMOUNT

NAT-465/Contract No. 157 N 12/03/2019

đ	One Hundred Forty-Seven Thousand E	ighty Dollars and zero cents
1	(\$147,080.00)	X
		AGREEMENT 00510-2

(by Keeley & Ward)

As permitted by law, specific items of this Contract may be eliminated, or reduced in quantity to keep within the limits of available funding, at the OWNER'S option.

ARTICLE 5. PAYMENT PROCEDURES

- 5.1. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 5.2. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER and as provided in Article 14 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.
- 5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6. TERMS

6.1. Terms used in this Agreement, which are defined in Article 1 of the General Conditions, as modified, if applicable, by the Supplementary Conditions, will have the meanings indicated in the General Conditions, as modified, if applicable, by the Supplementary Conditions

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

- 7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

- 7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions, as modified, if applicable, by the Supplementary Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions, as modified, if applicable, by the Supplementary Conditions.
- 7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8. CONTRACT DOCUMENTS

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

- 8.1 Invitation for Bids
- 8.2 Instructions to Bidders
- 8.3 Contractor's Bid
- 8.4 This Agreement ("Agreement")
- 8.5. Exhibits to this Agreement
- 8.6. General Conditions
- 8.7 Supplementary Conditions
- 8.8 Contractor's Performance and Payment Bonds, and insurance

certificates

- 8.9. Notice of Award
- 8.10 Notice to Proceed
- 8.11 Specifications contained in Divisions 1-3, as listed in table of contents
- 8.12 Construction Drawings generally entitled "EVERGREEN WELL #3 REPLACEMENT": Drawing Numbers 1 & 2
- 8.13 Addenda numbers $\frac{1}{2}$ to $\frac{2}{3}$, inclusive.
- 8.14 Change Order

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

ARTICLE 9. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the CONTRACTOR of its obligations under this Contract, or the act or omission of the CONTRACTOR, its Subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the CONTRACTOR under the Contract, or which arise out of the violation of any Federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the CONTRACTOR or any of its officers or employees regarding the subject matter of the Contract.

ARTICLE 10: INSURANCE

- 10.1. The CONTRACTOR shall provide insurance that satisfies the categories and amounts specified in Article 5 of the General Conditions, as modified by Article 5 of the Supplementary Conditions.
- 10.2. Each certificate and policy of insurance required by this Agreement shall contain a cancellation provision as indicated below with no variations.
 - "Should any of the above described policies be canceled or materially amended before the expiration date thereof, the issuing insurer will mail within thirty (30) days written notice to the certificate holder named to the left".
- 10.3. The Town of Natick and ENGINEER shall be named as an additional insured on each policy of insurance required by this agreement other than worker's compensation.

ARTICLE 11: MISCELLANEOUS PROVISIONS

- 11.1. No assignment by CONTRACTOR of any rights under or interests in the Contract Documents will be binding on OWNER without the written consent of OWNER; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent, and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the CONTRACTOR from any duty or responsibility under the Contract Documents.
- 11.2. This Agreement shall be binding upon the OWNER and CONTRACTOR, their respective heirs, executors, administrators, successors, or assigns and legal representative to the other party hereto, its partners, heirs, executors, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 11.3. If any provision of this Agreement shall be determined to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.
 - 11.4. This Agreement may be amended only by a written instrument signed by the parties.
- 11.5. This Agreement shall be governed by and construed in accordance with the Massachusetts law, without respect to choice of law principles.
- 11.6. The CONTRACTOR shall provide to the satisfaction of the OWNER, adequate supervision of all work performed under this Agreement.
- 11.7. This Agreement shall be subject to the Natick Non-Discrimination in the Workforce provision included in Part I Supplementary Conditions.
- 11.8. The CONTRACTOR shall comply with all provisions of law applicable to his work including without limitation statutes, by-laws rules, regulations, orders and directives. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein. The CONTRACTOR shall comply with all applicable provisions of law and regulation as specified by the Williams-Steiger Occupational Safety and Health Act of 1970, as amended.
- 11.9. The CONTRACTOR has made this Contract in reliance on his own examinations and estimates as to the amount and character of his work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.
- 11.10. The CONTRACTOR shall compensate the Town of Natick for all damages to the Town property of any nature arising out of the CONTRACTOR'S work.
- 11.11. The Town of Natick may defer payment to the CONTRACTOR of such sums otherwise due him under this Contract for such period of time as the Director of Public Works may deem required by law or expedient for protection of the Town or others against his noncompliance with the provisions thereof; and the Town may reimburse itself, by deduction from the money so retained, for all expense

and loss resulting to it from his noncompliance.

- 11.12. No payment by the Town of Natick to the CONTRACTOR shall be deemed to be a waiver of any right of the Town of Natick under this Contract or ratification by the Town of Natick any breach hereof by him.
- 11.13. The CONTRACTOR shall provide services under this Agreement as an independent CONTRACTOR with the town of Natick and the CONTRACTOR and its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.
- 11.14. If any assignment shall be made by the CONTRACTOR or by any guarantor of the CONTRACTOR for the benefit of creditors, or if a petition is filed by the CONTRACTOR or by any guarantor of the CONTRACTOR for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the CONTRACTOR and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the CONTRACTOR.
- 11.15. The award of this Contract and the continued operation of this Contract are subject to appropriation by Natick Town Meeting of sufficient money to fund the Contract.
- 11.16. The Owner may terminate this Contract upon written notice to the CONTRACTOR if a source of money to fund the Contract is lost during any year of the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents the reduced appropriation for a contract year.
- 11.17. In the event of termination, the CONTRACTOR shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed or caused to be executed by their duly authorized officials this Agreement in five (5) copies, each of which shall be deemed as an original on the date first above written. One Counterpart each has been delivered to OWNER, CONTRACTOR, ENGINEER, Town Counsel and the Comptroller.

OWNER:	CONTRACTOR:
Town of Natick, Massachusetts	Dems L Maker, Co, LC Printed Name of CONTRACTOR
The Natick Board of Selectmen	Timed Ivanic of Colvingwell Oik
Michael J. Hickey, Jr., Chairman	Signature
Susan G. Salamoff, Vice Chairman	Printed Name
Jonathan H. Freedman, Clerk	Printed Title
Karen Adelman-Foster	Dated:
Richard P. Jennett, Jr.	
Dated:	
	CORPORATE SEAL
	·
	Attest
Owner Address for giving notices:	Contractor Address for giving notices:
Board of Selectmen	Dem 2 Malier Co, CLC
Natick Town Hall	7 Sulle Rd (10. Bert 130)
13 East Central Street	ayer, MA 01432

NAT-465/Contract No. 157 N 12/03/2019

Natick, MA 01760

AGREEMENT 00510-8

CERTIFICATE OF APPROPRIATION

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

Arti P. Mehta Comptroller, Town of Natick	Date
APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):	
Karis L. North, Esq.	Date

CERTIFICATE OF CORPORATE AUTHORIZATION

I,	, Clerk of, a
corporation organiz	, Clerk of, a
	hereby certify that at a meeting of the Board of Directors of
	(the "Corporation") duly held on,, at which
	(the "Corporation") duly held on,, at which (Date must be earlier than Agreement)
	ent and voting throughout, the following vote was duly passed and is now in full force
and effect:	
"VOTED: That	be and hereby is
	me of Officer authorized to sign for Corporation)
	and empowered for, in the name and on behalf of this Corporation to sign seal with
	execute, acknowledge and deliver all contracts, bonds and other obligations of the
	he Town of Natick, acting by and through the Town of Natick, Massachusetts, 13 East
Central Street, Nati	ck, MA 01760; the execution of any such contract, lease, bond or obligation by such
	to be valid and binding
41. 6 4	(Name of Officer)
	on for all purposes, and that a certificate of the Clerk of this Corporation setting forth elivered to the Town of Natick.
I further certify that	
i further certify that	·
	(Name of Officer)
	(Name of Officer)
is duly elected	of said Corporation.
	(Title)
Signed:	
Printed Name:	
Printed Title:	(Clerk- Secretary)
D .	
Date:	
Place of Business:	
riace of Busiless.	AFFIX CORPORATE SEAL
	ATTIA COID SIGNE
COUNTERSIGNA	TURE:
	(Name and Title of Officer)
Date:	
	e clerk or Secretary is the same person as the Officer authorized to sign that contract
	for the Corporation, this certificate must be countersigned by another officer of the
Corporation.	

NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. 157

EVERGREEN WELL REPLACEMENT

Contractor's Certification

	Name of Project
	ontractor will not be eligible for award of a contract unless such contractor has submitted the owing certification, which is deemed a part of the resulting contract:
	CONTRACTOR'S CERTIFICATION
	certifies that
1.	it intends to use the following listed construction trades in the work under the contract
	; and
2.	will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3.	will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.
	(Signature of authorized representative of Contractor)
	Printed Name
	Printed Title
	Date

NATICK, MASSACHUSETTS BOARD OF SELECTMEN

CONTRACT NO. 157

EVERGREEN WELL REPLACEMENT

Subcontractor's Certification

	Name of Project
exec	r to the award of any subcontract, regardless of tier, the prospective Subcontractor must oute and submit to the contractor the following certification, which is deemed a part of the lting contract:
	certifies that
1.	it intends to use the following listed construction trades in the work under the contract
	; and
2.	will comply with the minority manpower ratio and specific affirmative action steps contained herein; and
3.	will obtain from each of its Subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the Subcontractor certification required by these bid conditions.
**************************************	(Signature of authorized representative of Subcontractor)
	Printed Name
	Printed Title
~~~~~~~~ <u>~</u>	Date

In order to ensure that the said Subcontractor's certification becomes a part of all subcontracts under the contract, no subcontract shall be executed until an authorized representative of the Town agency (or agencies) administering this project has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

#### ADDENDUM NO. 1

#### DATED

MARCH 13, 2020

# NATICK, MASSACHUSETTS BOARD OF SELECTMEN

# CONTRACT NO. W-157

### **EVERGREEN WELL #3 REPLACEMENT**

### TO ALL BIDDERS OF RECORD:

This Addendum shall be part of the Contract Documents as provided in the Instructions to Bidders of Contract No. W-157. Acknowledgment of receipt of the Addendum shall be made by inserting its number on Page 00300-1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

Contract Specifications cover" **Delete** "Thursday, May 19" and **Insert** "Thursday, March 19" as indicated for the sealed bid opening.

Section 00300-BID, page 00300-3 Bid Item 5 For Development of a 24" x 36" Gravel Packed Well **Delete** "48 hrs." and **Insert** "80 hours".

Section 000510-AGREEMENT, page 00510-2 Article 4 Contract Price, Item 5 Well Development **Delete** "48 HOURS" and **Insert** "80 HOURS".

Section 02666-GRAVEL PACKED WELL, page 02666-8 Part 3.4 A4 Gravel Packed Well Development **Delete** "pumping rate for the existing well is 503 gpm" and **Insert** "pumping rate for the existing well is 1,800 gpm". **Delete** "pumping rate during development shall not be less than 503 gpm" and **Insert** "pumping rate during development shall not be less than 2,000 gpm".

## ADDENDUM NO. 2

#### DATED

MARCH 16, 2020

# NATICK, MASSACHUSETTS BOARD OF SELECTMEN

# CONTRACT NO. W-157

#### **EVERGREEN WELL #3 REPLACEMENT**

## TO ALL BIDDERS OF RECORD:

This Addendum shall be part of the Contract Documents as provided in the Instructions to Bidders of Contract No. W-157. Acknowledgment of receipt of the Addendum shall be made by inserting its number on Page 00300-1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

This addendum serves as a change in well dimensions to be furnished and installed under this Contract. The original well design specified under this Contract is a 24"x36" gravel packed well.

In all sections Delete all of the following references to well size: "24" x 36" and Insert "24" x 30". This will reduce packing material from six (6) inches to three (3) inches.

On all drawings Delete all references to well size: "24" x 36" and Insert "24" x 30". This will reduce packing material from six (6) inches to three (3) inches.

#### ADDENDUM NO. 2

#### DATED

MARCH 16, 2020

# NATICK, MASSACHUSETTS BOARD OF SELECTMEN

# CONTRACT NO. W-157

### **EVERGREEN WELL #3 REPLACEMENT**

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This Addendum shall be part of the Contract Documents as provided in the Instructions to Bidders of Contract No. W-157. Acknowledgment of receipt of the Addendum shall be made by inserting its number on Page 00300-1 of the Bid Form. Failure to do so may subject the bidder to disqualification.

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