



City of Quincy, Massachusetts
Purchasing Department
1305 Hancock Street
Quincy, MA 02169

Phone: 376-1060
Fax: 376-1074

ADDENDUM NUMBER 1

RE: **BID DUE : MARCH 29, 2012 @ 11:45 A.M.**

BID/RFP TITLE: MASONRY REPAIRS TO 7 SCHOOLS- MERRYMOUNT ELEM. SCHOOL

PLEASE NOTE :

Addendum #1

PLEASE NOTE THE FOLLOWING INFORMATION:

List of attendee's for the 7 School Masonry Projects;

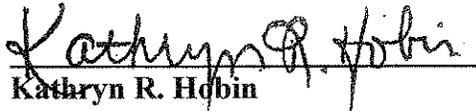
Acme Waterproofing Co., Inc.
Patriot Restorations, Inc.
Aden Construction, Inc.
Joseph Gnatto, Co., Inc.
Thompson Waterproofing
DiBara Enterprises
Milone Enterprises
Tremblay Contractors

CLARIFICATION:

DCAM and MBE/WBE requirements are only in effect on projects that are \$100,000. or greater.

Thank you.

PLEASE SIGN THIS SHEET AND ATTACH IT TO YOUR BID, AS IT IS NOW A PART OF THE BID.


Kathryn R. Hqbin
Purchasing Agent

Date: _____

Bidder's Signature: _____

Addendum Number 1 – March 26, 2012

The attention of Bidders submitting proposals for the above mentioned project located in Quincy, Massachusetts, is called to the following information to the Contract Documents. The following additions, clarifications, and/or deletions shall hereby include in their entirety within the scope of the Contract Documents and shall, in turn, form a part of the Proposals submitted for Bid.

PART 1 - GENERAL

- 1.1 The following additions, clarifications, and/or deletions shall hereby be included in their entirety within the scope of the Contract Documents and shall, in turn, form a part of the Proposals submitted for Bid.
- 1.2 The printable paperwork as posted is all that is necessary to turn in at the opening. Both bid forms "Proposal to the City of Quincy, Mass" and Document 00300 "Bid Form" must be filled out. Each school is bid separately.

PART 2 - SPECIFICATIONS

- 2.1 Document 001000 – Instructions to Bidders
 - A. Item 26 revise to state: DCAM certification for masonry and waterproofing is required for projects costing more than \$100,000.00
- 2.2 Document 00300 – Bid Form
 - A. Item 1.4 revised to reference project that is being bid.
 - B. Item 2.2C Revised
 - C. Revised Section Attached
- 2.3 Added "Requirements For Minority/Women Business Enterprise" section to the specification
 - A. Revised Section Attached

PART 3 - DRAWINGS

- 3.1 Revision of Sheet A-501
 - A. Revised note on detail 9/A-501
 - B. Revised Section Attached

END OF ADDENDUM NO. 1

_____ \$ _____

C. PROJECT TIMELINE/RAIN DAYS

1. The Bidder proposes the following start and substantial completion for the entire project, including all three building roof replacement (Fill in):
 - 1) Proposed Starting Date: June 15, 2012
 - 2) Proposed Number of Work Days: _____
 - 3) Substantial Completion Date: August 15, 2012
2. The Bidder shall include fifteen (15) total Rain Days for the project duration. Make-up days shall be on Saturdays.

- D. By submitting this Bid Form, the Bidder certifies that he/she has visited the project site, is aware of existing conditions which affect the work, reviewed on-line facility events schedule and have reviewed the Contract Documents, including the following Addenda: (List Addenda received)
- _____

E. BID QUALIFICATIONS

1. Submit and attach all bid qualifications and reasons for qualifications with this Bid Form in space provided below. Include impact of bid qualifications on time, cost, or quality. Bid qualifications may include: Cash flow requirements, assumptions for access to the work, assumptions for staging the work, assumptions for protecting existing and abutting work, proposed modifications to General Conditions, proposed modifications to drawings and specifications.
2. Contractor shall submit with the bid a sequencing plan for the roof replacement project. This sequencing plan will be closely reviewed for conformance with the Contract Documents and facility requirements. Contractors

- F. Signed and sealed (Fill in name, position with company, bidder's signature, date and legal business name and address):

Name/Position: _____

Signature/Date: _____

Business Name/Address: _____

- G. Bidder's Project Manager to be assigned to the Project (Fill in name):
- _____

- H. Bidder's Superintendant to be assigned to the Project (Fill in name):

-
- I. Bidder's/Sub-Contractor Roofing Forman to be assigned to the Project (Fill in name):
-

PART 2 - ALTERNATES

- 2.1 SCHEDULE OF ALTERNATES
N/A

PART 3 - UNIT PRICES

2.2 SCHEDULE OF UNIT PRICING

- A. Unit Price No. 1 – Rout cracked brick and seal the entire length of the crack with the specified sealant.
Add: \$ _____ / Lf Deduct: \$ _____ / Lf
- B. Unit Price No. 2—Rout mortar joints and repoint with matching mortar in conformance with the specifications.
Add: \$ _____ / LF Deduct: \$ _____ / LF
- C. **Unit Price No. 3**— Rout cracked mortar joints and repoint with sealant in conformance with the specifications.
Add: \$ _____ / LF Deduct: \$ _____ / LF
- D. Unit Price No. 4—Remove damaged brick and install new brick to match.
Add: \$ _____ / Each Deduct: \$ _____ / Each
- E. Unit Price No. 5—Remove failed joint sealant. Furnish and install new replacement sealant in conformance with the sealant manufacturers written requirements and the sealant specification.
Add: \$ _____ / Lf Deduct: \$ _____ / Lf

END OF SECTION 003000

REQUIREMENTS FOR MINORITY/WOMEN BUSINESS ENTERPRISE

- I. In this contract, the percentage of business activity to be performed by Minority/Women Business Enterprise(s) shall not be less than the following percentages of the total contract price, or the percentage submitted by the contractor in the Schedule of Participation, whichever is greater.

Minority Contractors 10 %

Women Contractors 5 %

II. DEFINITIONS

For the purpose of these provisions, the following terms are defined as follows:

- A. **Agency:** The City of Quincy.
- B. **Bidder:** Any individual, partnership, joint venture, corporation, or firm submitting a price, directly or through an authorized representative, for the purpose of performing construction related activities under a contract.
- C. **Certificate of Work Start-Up:** A letter to be signed by a principal contractor prior to performance of work by Minority and Women Business Enterprises under a Contract (See attached form EEO-390).
- D. **Compliance Unit:** A subdivision of the Agency's Affirmative Action Office designated to ensure compliance under these provisions.
- E. **Contract Compliance Officer:** The person(s) designated by the Agency to assist and make recommendations with respect to compliance with the provisions of this document.
- F. **Contractors:** Any business that contracts or subcontracts for construction, demolition, renovation, survey, or maintenance work in the various classifications customarily used in work and that is acting in this capacity under the subject contract.
- G. **Construction Related Services:** Those services performed at the work site ancillary to, and/or in support of, the construction work, such as hauling, trucking, equipment operation, surveying or other technical services, etc. For the purposes hereof, supply and delivery of materials (e.g. pre-cast concrete elements) to the site by a supplier who has manufactured those goods, or substantially altered them before re-sale shall be considered as "construction related services".

Construction Work: The activities at the work site, or labor and use of materials in the performance of constructing, reconstructing, erecting, demolishing, altering, installing, disassembling, excavating, etc., all or part of the work required by the Contract Documents.

- H. Equipment Rental Firm:** A firm that owns equipment and assumes actual and contractual responsibility for renting said equipment to perform a useful function of the work of the contract consistent with normal industry practice.
- I. Grantee:** An agency, person or political subdivision which has been awarded or received financial assistance by the Trust or the Agency.
- K. Joint Venture:** An agreement between SOMWBA certified M/WBE and a non-minority or non-woman, controlled enterprise.
1. A pairing of companies will be considered a MBE or WBE joint venture if the SOMWBA certified M/WBE, which is part of the relationship has more than 51% of the profits that are derived from that project.
 2. A joint venture between a certified M/WBE, subcontractor and a non-M/WBE subcontractor, in which the M/WBE for that proportion joint venture's contract equal to the M/WBE participation in the joint venture.
 3. Whenever a general bid is filed by a joint venture with a certified M/WBE participant in the joint venture that does not exercise more than 51% control over management and profits, that joint venture shall be entitled to credit as a M/WBE for that portion of the joint venture's contract equal to the M/WBE participation in the joint venture Minority. As deemed by SOMWBA.
- L. Letter of Intent:** Certified document signed by the principal(s) of the Minority or Women Business Enterprise with respect to the work to be performed under the contract.
- M. Local Government Unit:** A City, Town, or municipal district which applies for a loan or grant from a State or Federal Agency.
- N. Material Supplier:** A vendor certified by SOMWBA as a M/WBE in sales to supply industry from an established place of business or source of supply, and that vendor.
1. Manufacturers goods from raw materials, or substantially utilizes them in the work, or substantially alters them before resale, entitling the general contractor to M/WBE credit for 100% of the purchase order.

2. Provides and maintains a storage facility for materials utilized in the work, entitling the general contractor to M/WBE credit for 100% of the purchase order.
- O. M/WBE Quarterly Activity Report:** A letter to be signed by a principal contractor with respect to certain work performed by Minority and Women Business Enterprises under a Contract (See Attached From EEO-290).
- P. Minority and Women Business Enterprise (M/WBE):** Any business concern certified by SOMWBA as a bona fide M/WBE. A bona fide M/WBE is a business whose minority group or women ownership interests are real, which have at least 51% ownership and control over management and operations.
- Q. Percent of Total Price:** Is the percentage to be paid to the M/WBE, work they perform, as compared to the total bid price.
- R. SOMWBA:** The State Office of Minority and Women Business Assistance.
- S. Total Contract Price:** The total amount of compensation to be paid for all materials, work or services rendered in the performance of the contract.

III. REQUIREMENTS FOR CONTRACT AWARD

- A. As part of the contract bid documents, the contractor shall submit a schedule with accompanying letters of intent on the appropriate forms (see forms EEO-190 and EEO 191). The letter of intent shall include, among other things, a reasonable description of the work the M/WBE is proposing to perform and the prices the M/WBE proposes to charge for the work.
- A letter of intent shall be jointly signed by the M/WBE and the primary contractor who proposes to use them in the performance of the Contract. The schedule shall list the M/WBEs with whom the contractor intends to subcontract and state the total price to be paid to each M/WBE as taken from each letter for intent submitted under this subsection.
- B. As part of the bid proposal, the bidder shall submit a **Schedule of Participation** on the form attached and shall list those M/WBEs the contractor intends to use in fulfilling the contract obligations, the nature of the work to be performed by each M/WBE subcontractor and the total price they are to be paid.
1. A listing of bona fide service such as a professional, technical, consultant or managerial services, assistance in the procurement of essential personnel, facilities,

equipment, materials, or supplies required for performance of the Contract and reasonable fees or commissions charged.

2. A listing of haulers, truckers, or delivery services, not the contractors, including reasonable fees for delivery of said materials or supplies to be included on the project.

- C. As part of the contract bid documents, the contractor shall submit the SOMWBA "Minority and Women Certification" as prepared by each M/WBE.

IV. REQUIREMENTS FOR MODIFICATION OR WAIVERS

The bidder shall make every possible effort to meet the minimum requirements of M/WBE participation. If the percentage goals of M/WBE participation submitted by the bidder on its Schedule of Participation (EEO-190) does not meet the minimum requirements, the bid may be rejected and/or found not to be eligible for award of the contract, unless the bidder is granted a waiver pursuant to this section.

In the event that a bidder is unable to meet the minimum M/WBE percentage goals, the bidder may submit a Request for Waiver (EEO-490). The Agency in conjunction with the project manager, Affirmative Action and Compliance Unit, will make an assessment of the bidder's application for a waiver.

Within five (5) working days following the bid opening, the bidder must submit by registered mail to the Agency detailed information as specified below to establish that they have made a good faith effort to comply with the percentage goals specified in EEO-190. In addition, the bidder must show that such efforts were undertaken will in advance of the time set for the opening of the bids to allow adequate response. If the information and documentation demonstrates that despite such efforts the bidder was/is unable to meet the M/WBE participation requirements, a waiver request may be submitted which provides the following:

- A. A detailed record of the effort made to contract and negotiates with minority and/or women businesses, including:
 1. Names, addresses and telephone numbers of all such companies contacted;
 2. Copies of written notice(s) which were sent to M/WBE potential subcontractors, prior to bid opening;
 3. A detailed statement as to why each subcontractor contacted (i) was not willing to do the job or (ii) was not qualified to perform the work as solicited; and
 4. In the case(s) where a negotiated price could not be reached, the bidder should detail

what efforts were made to reach an agreement on a competitive price;

5. Copies of advertisement, dated not less than ten days prior to bid opening date, as appearing in general publications, trade oriented publications, and applicable minority/women-focuses media detailing the opportunities for participation.
- B. The Agency may require the bidder to produce such additional information as it deems appropriate.
 - C. No later than fifteen (15) days after submission of all required information and documentation, a decision as to whether a waiver will be granted will be made in writing to the bidder. If the waiver request is denied, the facts upon which a denial is based will be set forth in writing. A bidder, who is dissatisfied with the decision, may appeal that decision.
 - D. If it is determined that one or more of the M/WBE contractors submitted by the bidder on form EEO-190 is not SOMWBA certified, the bidder shall have ten (10) working days, following notification to either find a certified M/WBE to perform work equal to or greater than that of the uncertified contractor or to submit a required for waiver pursuant to this section.

V. M/WBE PARTICIPATION

A. Reporting Requirements

1. The contractor is required to submit Quarterly M/WBE Activity Report within ten (10) days following the reporting period. These reports shall include all minority and women businesses performing work on the project during the reporting period (See Attached Form EEO-290). For auditing and accounting purposes, the General Contractor periodically may be required to submit copies of canceled checks verifying that payment shave been made to the M/WBE as listed on the schedule.
2. The contractor is required to submit a completed **Certificate of Work Start-Up** by Minority and Women Business Enterprise within ten (10) days of work start-up for each M/WBE identified in the "Schedule of Participation of MBEs and WBEs or working on the contract activity. The form must be signed by both the contractor and the M/WBE prior to submittal to the Agency. (See attached Form EEO-390).
3. The contractor shall not perform any work designated for the named M/WBE on the Schedule submitted under Part I hereof, with it's own organization or subcontractor(s) or any other contractor, without the prior written approval of the Agency.
4. During the life of the contract, the contractor's fulfillment of the percentage requirements in Part I shall be determined with reference to the contract price as

follows:

- a. If the price in the contract executed exceeds the base bid price (e.g. because an alternate was selected or because unit prices were used in awarding the contract), the contractor shall submit for approval by the agency a revised Schedule of Participation by MBEs and WBEs satisfying the percentage requirements and such other information concerning additional M/WBE participation as may be requested by the Agency.
- b. If the contract price increases after execution due to change orders or other adjustments, the Agency may require the contractor to subcontract additional work to or to purchase additional goods and services from MBEs and WBEs up to the percentages stated in Part I.

VI. COMPLIANCE

- A. If the Schedule or any of the Letters of Intent are materially incomplete, the Local Government Unit may rescind its vote of award; treat the bid informal as to substance and reject the bid. If the bid is incomplete in any other respect than the Schedule, the Local government Unit, with the approval of the Agency may waive the informalities upon satisfactory completion of the required information by the Contractor and the M/WBE, as applicable.
- B. If the Local Government Unit finds that the percentage of M/WBE participation submitted by the contractor on its Schedule does not meet the requirements in Part I, it may rescind its vote of award and find such contractor not to be eligible for award of the contract.
- C. The contractor shall not perform with its own organization, or subcontract to any other primary or subcontractor any works designated for the names M/WBEs on the schedule submitted by the prime contractor under Part III without the approval of the Agency.
- D. A contractor's compliance with the percentage requirements in Part I shall continue to be determined by reference to the required percentage of the total contract price as stated in Section I, even though the total of actual contract payments may be greater or less than the bid price.
- E. If the general contractor, for reasons beyond its control, cannot comply with Part III, in accordance with the Schedule submitted under Part III, section B, the contractor must submit to the Compliance Unit as soon as they are aware of the deficiency, the reason for its inability to comply.

Proposed revisions to the Schedule stating how the contractor intends to meet its obligations under these conditions must be submitted within ten (10) working days of notification.

- F. Any change or substitution of the officers or stockholders in an M/WBE organization that reduces the ownership or control to fewer than 51% by minority person(s)/Women or less than the requisite percentage shall be grounds for immediate rescission of the M/WBE status. Contractor's compliance with this special provision obligation will be considered terminated immediately upon notification that the M/WBE designation has been rescinded, and the Contractor shall proceed by notifying SOMWBA and the Compliance Unit as stated above in subsection (C).
- G. If an M/WBE listed by the general bidder in its Schedule of M/WBE contractors fails to obtain a performance or payment bond requested by the general bidder, said failure shall not entitle the bidder to avoid the requirements of Part III (A). After a general bidder has been awarded to contract, he shall not change the M/WBE listed in its Schedule at the time of award or make any other such substitution without the written approval of the Agency.
- H. The contractor and the M/WBEs shall comply with all reporting requirements of the Compliance Unit to demonstrate ongoing compliance with the Schedule of Participation and the Letters of Intent.

VII. EQUAL EMPLOYMENT OPPORTUNITY FOR THE HANDICAPPED

The contractor shall comply with the provisions of the Executive Order No. 143 entitled "Equal Employment Opportunity for the Handicapped" which is herein incorporated by reference and made a part of this contract. In connection with the performance of work under this contract, the contractor, sub-contractors and suppliers of goods and services must give written notice of their commitments under this Article to any Labor Union, association or brotherhood with which they have a collective bargaining contract or other agreement. A copy of such notice must be furnished to the Grantee at the time of signing of the contract.

VIII SANCTIONS

- A. If the contractor does not comply with the terms of these Special Provision, the Awarding Authority may (1) suspend any payment for the work that should have been performed by a M/WBE pursuant to the schedule, or (2) require specific conformance of the contractor's obligations by requiring the contractor to subcontract with a M/WBE for any contract or specialty item at the contract price established for that item in the proposal submitted by the Contractor.
- B. To the extent that the contractor has not complied with the terms of these Special Provisions, the Awarding Authority may retain in connection with Estimates and Payments an amount determined by multiplying the bid price of this contract by the percentage in Section I, less the amounts paid to M/WBEs for work performed under the contract and any payments already suspended under VIII A.

- C. In addition or as an alternative, to the remedies under VIII-A and B, the Awarding Authority may suspend, terminate or cancel this contract, in whole or in part, or may call upon the contractor's surety to perform all terms and conditions in the contract, unless the contractor is able to demonstrate his compliance with the terms of these Special Provision, and further deny to the contractor, the right to participate in any future contracts awarded by the Awarding Authority for a period of up to three years.
- D. In any proceeding involving the imposition of sanctions by the Awarding Authority, no sanctions shall be imposed if the Awarding Authority finds that the contractor has taken every possible measure to comply with these

Special Provisions or that some other justifiable reason exists for waiving these Special Provisions in whole or in part.

- E. The contract shall provide such information as is necessary in the judgement of the Awarding Authority to ascertain its compliance with the terms of these Special Provisions.

IX. HEARINGS AND APPEALS

- A. No sanctions under Section VIII shall be imposed by the Awarding Authority except in an adjudicatory proceeding under Chapter 30A of the Mass. General Laws.
- B. A contractor shall have the right to request suspension of any sanctions imposed under Section VIII upon demonstrating that he is in compliance with these Special Provisions.

