

Addendum Number 1 – November 19, 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 walk-through attendance list is included in Addendum Number 1.
- 1.3 Requirements for minority/women business enterprise is included in Addendum Number 1

PART 2 – SPECIFICATIONS

- 2.1 Document 003000 – Bid Form
 1. 1.4 Base Bid – D. Bid Qualifications. Remove Section
 2. 3.1 Schedule of Unit Pricing. Revised Section
 3. A revised document 01100 – Bid Form is included in Addendum Number 1.
- 2.2 Document 062013 – Exterior Finish Carpentry
 1. New Specification Section
 2. New Specification section is included in Addendum Number 1.
- 2.3 Document 075216 – Styrene-Butadiene-Styrene Modified Bituminous Membrane Roofing
 1. 2.1 SBS-Modified Asphalt Sheet Materials – C Granular Surface Roofing Membrane Cap Sheet. Delete Section
 2. 2.3 Base Flashing Sheet Materials – B Granular-Surfaced Flashing Sheet. Delete Section

PART 3 – ANSWERS TO QUESTIONS

1. Question: What percentages are required for MBE/WBE?
Answer: Requirement For Minority/Women Business Enterprise are included in Addendum 1.

2. Question: What is the required completion time?
Answer: The City is requesting that all work be performed this fall as weather conditions permit per product manufactures/warranty requirements, and specifications.

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3. Question: What gauge of aluminum and aluminum finish is required for the gutters and downspouts?

Answer: Gutters and downspouts should be the same gauge and finish as the specified edge metal.

4. Question: Will the new soffit/fascia framing require pressure treated wood?

Answer: Yes

5. Question: Will CDX plywood matching the thickness of the existing deck be acceptable for repairs?

Answer: Only decking as specified in section 061000 "Rough Carpentry" will be accepted.

6. Question: What grade of Western Red Cedar will be required for the pre-primed and pre-finished redwood? What color will be required for the paint finish?

Answer: Western Red Cedar, Grade A; NLGA, WCLIB, or WWPA. See specification section 062013 included in addendum 1.

7. Question: What are the sizes of the existing joists?

Answer: Roof rafters are to match existing and verified in the field, which appear to be 2x8's. Board-Foot unit prices are to be given per revised specification section 003000 – Bid Form included in Addendum 1.

8. Question: The specifications ask for a unit price to replace roof joists. Until the deck is removed, we don't know the material, size, fastening and spacing of these joists. Is such known? Is it necessary to repair the plaster ceiling beneath?

Answer: Unit prices for roof joists are to be given in Board-Foot per revised specification section 003000 – Bid Form Included in Addendum 1. All interior finishes that are damaged during the project need to be replaced.

9. Question: Detail 5 on A-501 makes it clear that the roof edge blocking is to be KD as opposed to PT. Does the same apply to the 2x framing beneath the deck in the soffit area?

Answer: Blocking that is adjacent to the new roof is to be KD. Refer to specification section 06100 Rough Carpentry for acceptable framing materials.

10. Question: Is a full replacement of the soffit required?

Answer: The drawings indicate that 100% of the soffit will be replaced. However, if satisfactory materials are uncovered during construction they will not be required to be removed and replaced. Soffit framing deduct unit prices are listed on the bid form.

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11. Question: Will adjacent trees be cut back?

Answer: The large evergreen trees on the south side will not be cut. The City will insure that they are pulled away from the work area and staked to remain clear of the work until the project is completed.

12. Question: Are the wires on the roof live and what is expected of the roof contractor when spec says to “make safe”?

Answer: The wires are live. All wires that impair the installation of the roof must be made safe by the contractor as to not endanger anybody or property.

13. Question: Who is responsible for pest control at the site?

Answer: The City will be responsible for pest control and eliminating hazards prior to the start of work.

14. Question: Can access to the rear portion of the garage are be improved?

Answer: The City will clear brush, trash and stored objects from the immediate vicinity of the building wall such that temporary scaffolding can be safely positioned to work on the buildings soffit and fascia.

15. Question: Is there a detail for the expansion joint between the buildings?

Answer: See Attached New Sheet A-503 included in addendum 1.

16. Question: What size roof rafter is required? What is the extent of the rafter tail extensions

Answer: Roof rafters are to match existing, which appear to be 2x8's.

17. Question: Who is responsible for the damaged (damp, soiled, frayed, deteriorated) ceiling insulation?

Answer: The contractor is responsible for removal and disposal of all insulation in the vicinity of repaired components that make the insulation accessible (roof deck, rafters, soffit area).

18. Question: Is there a sq ft. quantity allowance for deck replacement or just a unit cost?

Answer: There is an allowance of 2,600 SF and an add/deduct unit price.

19. Question: Does a Carlisle PVC roof meet the specified criteria? Does a Firestone PVC roof system meet the specifications

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Answer: The proposed products must meet all the specified criteria (including all listed and referenced ASTM specs) in order to be considered for this job.

PART 4 – DRAWINGS

1. New Sheet A-503
 - a. New sheet added for detail at the expansion joint between the buildings.
 - b. New sheet is included in addendum 1.

END OF ADDENDUM NO. 1

Addendum #1

SECTION 003000 – BID FORM

PART 1 - GENERAL

- 1.1 Submit bids in compliance with Document 001000 – Instructions to Bidders. Fill in all blanks. The Owner, reserves the right to reject incomplete bid forms.
- 1.2 This document contains instructions to bidders for the project named above. This bidding document shall become part of the contract documents.

PROJECT NAMES:

Park & Recreation Workshop and Garage Roof Replacement,
One Merrymount Parkway
Quincy, MA 02169

- 1.3 The undersigned proposes to furnish all labor and materials required for construction of the above, described project in accordance with the Contract Documents including drawings and specifications prepared by Stephen J. Wessling Architects, Inc. dated October 31, 2012.

Name and Address of Bidder: _____

1.4 BASE BID

- A. The Bidder: The Contractor proposes to perform all of the Work required by the Contract Documents, for the Base Bid for the amount as follows including Bonds (Please be advised the city of Quincy will waive all permit fees):

- 1. Base Bid: (Fill in amount in words and numbers)

_____ \$ _____

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B. PROJECT TIMELINE/RAIN DAYS

1. The Bidder proposes the following start and substantial completion for the entire project, (Fill in):
 - 1) Proposed Starting Date: _____
 - 2) Proposed Number of Work Days: _____
 - 3) Substantial Completion Date: _____
2. The Bidder shall include fifteen (5) total Rain Days for the project duration. Make-up days shall be on Saturdays.

C. 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)

D. 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: _____

Bidder's Project Manager to be assigned to the Project (Fill in name):

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

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

Addendum #1

PART 2 - ALTERNATES

2.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - New Roof system to be SBS Modified Bituminous Membrane Roofing in lieu of Polyvinyl-Chloride Roofing. Refer to drawing - A-503 and specification section 075216 "SBS Modified Bituminous Membrane Roofing"

_____ \$ _____

PART 3 - UNIT PRICES

3.1 SCHEDULE OF UNIT PRICING

B. UNIT PRICING NO. 1 – ROUGH CARPENTRY SPECIFICATION 061000

1. The Contractor shall provide the following work on a unit price basis and shall include the unit prices with his bid.
2. Random removal and replacement of existing deteriorated roof joists, including fastening, as directed by the Architect. Quantities shall be determined by calculation of actual square footage installed with no allowance for waste. Contractor shall verify joist thickness prior to unit price work.

Add: _____ / Board Foot.

C. UNIT PRICING NO. 2 – ROUGH CARPENTRY SPECIFICATION 061000

1. The Contractor shall provide the following work on a unit price basis and shall include the unit prices with his bid.
2. Random removal and replacement of existing deteriorated wood decking, including fastening, as directed by the Architect. Quantities shall be determined by calculation of actual square footage installed with no allowance for waste. Contractor shall verify deck thickness prior to unit price work. (The Contractor shall include 2600 SF of wood deck replacement in his Base Bid.)

Add: _____ / Square Foot. Deduct: _____ / Square Foot.

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D. UNIT PRICING NO. 3 – ROUGH CARPENTRY SPECIFICATION 061000

1. The Contractor shall provide the following work on a unit price basis and shall include the unit prices with his bid.
2. Random removal and replacement of existing deteriorated 2x fascia framing, including fastening, as directed by the Architect. Quantities shall be determined by calculation of actual square footage installed with no allowance for waste. Contractor shall verify framing thickness prior to unit price work. (The Contractor shall include 100% wood framing replacement in his Base Bid.)

Deduct: _____ / Board Foot.

END OF SECTION 003000

Addendum #1

SECTION 062013 - EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Exterior wood trim.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials, dimensions, profiles, textures, and colors and include construction and application details.

- 1. Include data for wood-preservative treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained. Include chemical-treatment manufacturer's written instructions for finishing treated material.
- 2. Include data for fire-retardant treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements.
- 3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced before shipment to Project site to levels specified.
- 4. Include copies of warranties from chemical-treatment manufacturers for each type of treatment.

- B. Samples for Initial Selection: For each type of product involving selection of colors, profiles, or textures.

- C. Samples for Verification:

- 1. For hardboard trim, 50 sq. in. (300 sq. cm) for board types

1.4 INFORMATIONAL SUBMITTALS

- A. Compliance Certificates:

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1. For lumber that is not marked with grade stamp.
 2. For preservative-treated wood that is not marked with treatment-quality mark.
- B. Evaluation Reports: For the following, from ICC-ES:
1. Wood-preservative-treated wood.
- C. Sample Warranties: For manufacturer's warranties.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels flat with spacers between each bundle to provide air circulation. Protect materials from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

1.7 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecast weather conditions permit work to be performed and at least one coat of specified finish can be applied without exposure to rain, snow, or dampness.
1. For exterior ornamental wood columns, comply with manufacturer's written instructions and warranty requirements.
- B. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.
1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

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1.8 WARRANTY

- A. Manufacturer's Warranty for Hardboard Siding and Trim: Manufacturer agrees to repair or replace siding that fails in materials or workmanship within specified warranty period. Failures include, but are not limited to, deformation or deterioration beyond normal weathering.
1. Warranty Period for Factory-Applied Finish: Five years from date of Substantial Completion.
 2. Warranty Period for Siding and Trim (Excluding Finish): 25 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and the following grading rules:
1. NeLMA: Northeastern Lumber Manufacturers' Association, "Standard Grading Rules for Northeastern Lumber."
 2. NLGA: National Lumber Grades Authority, "Standard Grading Rules for Canadian Lumber."
 3. RIS: Redwood Inspection Service, "Standard Specifications for Grades of California Redwood Lumber."
 4. SPIB: The Southern Pine Inspection Bureau, "Standard Grading Rules for Southern Pine Lumber."
 5. WCLIB: West Coast Lumber Inspection Bureau, Standard No. 17, "Grading Rules for West Coast Lumber."
 6. WWPA: Western Wood Products Association, "Western Lumber Grading Rules."
- B. Factory mark each piece of lumber with grade stamp of inspection agency indicating grade, species, moisture content at time of surfacing, and mill.
1. For exposed lumber, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by inspection agency.
- C. Hardboard: ANSI A135.4.

2.2 EXTERIOR TRIM

- A. Lumber Trim for Painted Finish:
1. Species and Grade: Western red cedar, Grade A; NLGA, WCLIB, or WWPA.
 2. Maximum Moisture Content: 15 percent with at least 85 percent of shipment at 12 percent or less.

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3. Finger Jointing: Not allowed.
4. Face Surface: Surfaced (smooth).
5. Factory Priming: Factory coated on faces and edges with exterior primer compatible with topcoats specified.

2.3 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Provide nails or screws, in sufficient length to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
 1. For face-fastening siding, provide ringed-shank siding nails or hot-dip galvanized-steel siding nails.
 2. For prefinished items, provide matching prefinished aluminum fasteners where face fastening is required.
 3. For pressure-preservative-treated wood, provide stainless-steel fasteners.
 4. For applications not otherwise indicated, provide stainless-steel hot-dip galvanized-steel or aluminum fasteners.

2.4 FABRICATION

- A. Back out or kerf backs of standing and running trim wider than 5 inches (125 mm), except members with ends exposed in finished work.
- B. Ease edges of lumber less than 1 inch (25 mm) in nominal thickness to 1/16-inch (1.5-mm) radius and edges of lumber 1 inch (25 mm) or more in nominal thickness to 1/8-inch (3-mm) radius.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

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3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Prime lumber and moldings to be painted, including both faces and edges, unless factory primed. Cut to required lengths and prime ends. Comply with requirements in Division 09 Section "Exterior Painting."

3.3 INSTALLATION, GENERAL

- A. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, or too small to fabricate with proper jointing arrangements.
 - 1. Do not use manufactured units with defective surfaces, sizes, or patterns.
- B. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials. Use concealed shims where necessary for alignment.
 - 1. Scribe and cut exterior finish carpentry to fit adjoining work. Refinish and seal cuts as recommended by manufacturer.
 - 2. Install to tolerance of 1/8 inch in 96 inches (3 mm in 2438 mm) for level and plumb. Install adjoining exterior finish carpentry with 1/32-inch (0.8-mm) maximum offset for flush installation and 1/16-inch (1.5-mm) maximum offset for reveal installation.
 - 3. Install stairs with no more than 3/16-inch (4.7-mm) variation between adjacent treads and risers and with no more than 3/8-inch (9.5-mm) variation between largest and smallest treads and risers within each flight.
 - 4. Coordinate exterior finish carpentry with materials and systems in or adjacent to it. Provide cutouts for mechanical and electrical items that penetrate exterior finish carpentry.

3.4 STANDING AND RUNNING TRIM INSTALLATION

- A. Install flat-grain lumber with bark side exposed to weather.
- B. Install trim with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches (610 mm) long except where necessary.
 - 1. Use scarf joints for end-to-end joints.
 - 2. Stagger end joints in adjacent and related members.
- C. Fit exterior joints to exclude water. Cope at returns and miter at corners to produce tight-fitting joints with full-surface contact throughout length of joint. Plane backs of casings to provide uniform thickness across joints, where necessary for alignment.

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- D. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.

3.5 ADJUSTING

- A. Replace exterior finish carpentry that is damaged or does not comply with requirements. Exterior finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing. Adjust joinery for uniform appearance.

3.6 CLEANING

- A. Clean exterior finish carpentry on exposed and semiexposed surfaces. Touch up factory-applied finishes to restore damaged or soiled areas.

3.7 PROTECTION

- A. Protect installed products from damage from weather and other causes during construction.
- B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.
 - 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 062013

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 negotiate 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 under 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.

**CERTIFICATE OF WORK START-UP
BY MINORITY/WOMEN BUSINESS ENTERPRISE**

This form is to be submitted to the Project Administrator and the MBE Compliance Coordinator within ten (10) days after commencing work by the MBE or WBE. A separate form must be filed for each MBE/WBE involved in the project. Be sure to indicate whether this form is being filed in accordance with the original or a revised schedule of participation.

Contract # _____ Date: _____, 20_____.

Contract Title: _____ Project Location: _____.

General Contractor: _____.

Subcontractor: _____.

(Please indicate MBE or WBE)

DESCRIPTION OF MBE/WBE WORK (LETTER OF INTENT)

Description of Activity and Total Participation*

MBE/WBE Work to Commence on _____ MBE/WBE Amount: \$ _____.

Original Schedule OR Revised Schedule, dated _____.

If the work start up date or description of activity are different from that listed on the Letter of Intent or Contract, please explain: (if more space is needed continue on back of sheet).

I hereby certify that all work listed in the Contract/Letter of Intent (or approved changes thereto as explained above) will/have commence(d) on

_____, 20_____ and that the above amount of these services is the true amount.

General Contractor

Sub-Contractor

(Authorized Original Signature)

Date

(Authorized Original Signature)

Date

Title: _____

Title: _____

Address: _____

Address: _____

Tel.#:(_____) _____

Tel.#:(_____) _____

INDICATE STATUS MBE OR WBE

*Attach a copy of the Letter of Intent.

QUARTERLY MBE/WBE ACTIVITY REPORT

REPORTING PERIOD

Contract Title: _____ Project Location: _____

General Contractor: _____

Contact Person: _____ Tel.#:(_____)

Subcontractor: _____
(Please indicated [] MBE or [] WBE)

Contact Person: _____ Tel.#:(_____)

Compliance Manager (City/Town project location):

Address: _____ Tel.#:(_____)

CONTRACT BILLING THIS QUARTER

Amount Billed by General Contractor during Quarter: \$ _____

Amount Billed by [] MBE or [] WBE during Quarter: \$ _____

CONTRACT BILLING TO DATE

Total Amount Billed by General Contractor to Date: \$ _____

Total Amount Billed by the [] MBE or [] WBE to Date \$ _____

PAYMENT INFORMATION

Total payments made to [] MBE or [] WBE during Quarter \$ _____

Total payments made to [] MBE or [] WBE to Date: \$ _____

Discuss any problems, adjustments or major milestones encountered during the reporting period (if more space is needed, use the back of the sheet):

CITY/TOWN COMPLIANCE MANAGER

GENERAL CONTRACTOR

(Authorized Original Signature)
Date

Date

(Authorized Original Signature)

Tel.#(_____) _____ Tel.(_____) _____

Separate form must be filed for each MBE and WBE involved in the project. Submit copies of canceled checks to the MBE/WBE with this report.

PARK AND RECREATION DEPT. GARAGE and WORKSHOP ROOF
REPLACEMENT
WALK-THROUGH ATTENDENCE LIST, NOVEMBER 14th, 2012 @ 9:00 A.M.

COMPANY

1. Beacon Sales
2. Bay State Contracting Co.
3. Reliable Roofing
4. Greenwood Industries
5. Silktown Roofing
6. Aquabarriers
7. J.F. Shea
8. SRC Roof
9. Leading Way Construction
10. The Garland Company
11. Gibson Roofs
12. Kidd-Luukko Corp.

CONSULTANTS:

PROJECT:
PARKS AND RECREATION WORKSHOP AND GARAGE ROOF REPLACEMENT

ONE MERRYMOUNT PARKWAY
QUINCY, MA

CLIENT:
THE CITY OF QUINCY
QUINCY, MA

NOT FOR CONSTRUCTION

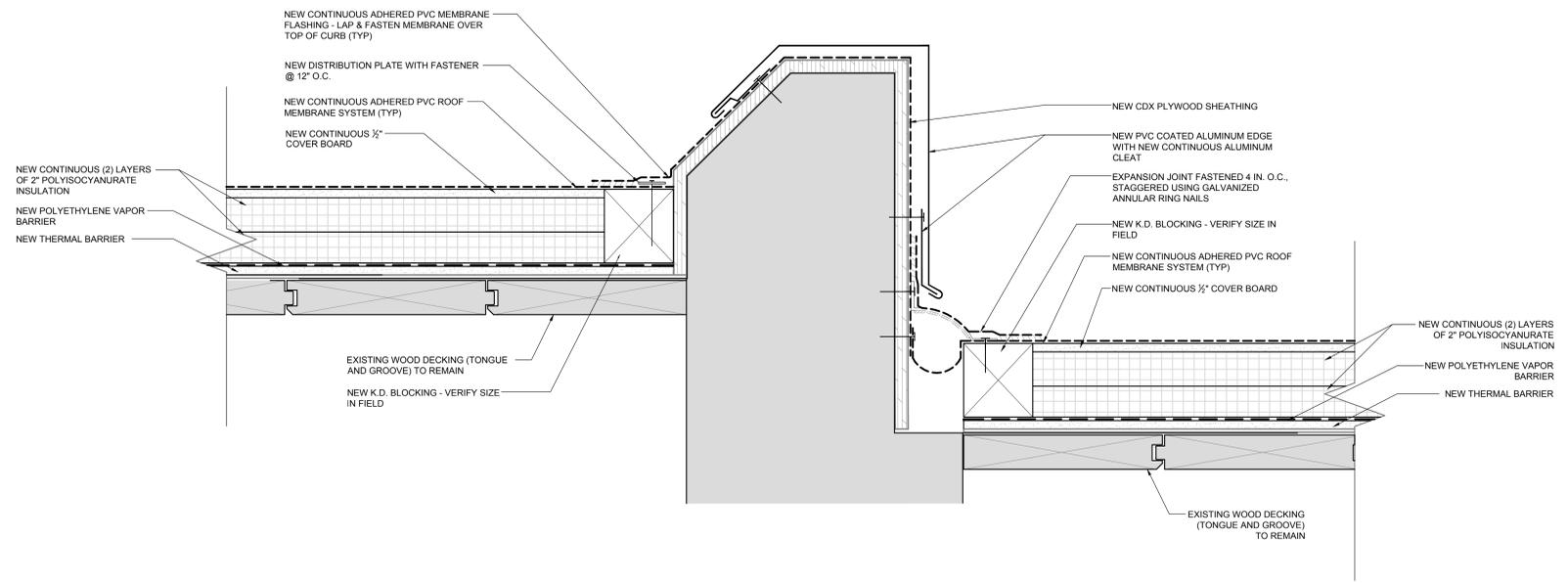
PREPARED BY A LICENSED ARCHITECT.
Any changes to this item can be a violation of the law unless altered by a licensed architect. Any alteration made to this item must be accompanied by a specific description of change or changes made; date change was made, as well as the seal of the licensed architect who made or oversaw the changes.

MARK	DATE	DESCRIPTION
△	11/19/12	ADDENDUM #1
	10/31/12	ISSUED FOR BID

PROJECT NO.: 12188
DRAWN BY: MJR
CHECKED BY: JMM
DRAWING SCALE: AS NOTED

SHEET TITLE:
NEW CONSTRUCTION ROOF DETAILS

SHEET:
A-503
DO NOT SCALE DRAWING



1 PARAPET ROOF DETAIL
SCALE: 3" = 1'-0"