



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

Phone: 376-1060
Fax: 376-1074

ADDENDUM NUMBER 1

RE: BIDS-DUE : MARCH 13, 2013 @ 11:00 a.m.

BID TITLE: PROPOSED SEAWALL AND STAIRWAY REHABILITATION PROJECT

PLEASE NOTE :

Addendum Number 1 includes the following documents:

- Dorchester Street Seawall Rehabilitation Plan, Sheet 3 of 7, revised 3/5/13;
- Section 00520 Agreement, revised 3/5/13
- Section 00550 Notice to Proceed, revised 3/5/13.

The following questions, italicized in bold, were asked by potential bidders. Answers are below the question:

Q1: Sheet 4, Stairway summary- note with asterisk appears at bottom of the table. To what addresses does this note apply?

A1: Note with asterisk at the end of the table shall be disregarded.

Q2: Section 03300 refers to non-skid stair covers. Is cover to apply to full depth of stair?

A2: The cover shall be applied to a depth of minimum of 12 inches.

Q3: Are nosings required on the steps?

A3: As stated in section 03300 the stair tread cover shall be Model # A785 by Koffler Sales or approved equal. This style of tread cover wraps around the stair tread and doesn't require a separate nosing.

Q4: Are stair covers to be glued or nailed?

A4: As stated in section 03300 the stair tread cover shall be Model # A785 by Koffler Sales or approved equal and secured in accordance with manufacturer's recommendations for a marine environment with stainless steel fasteners.

Q5: Would it make sense to have two separate bids (1. concrete sea wall units and 2. carpentry)?

A5: The projects are to be bid as one project.

Q6: Please provide clarification for the work scope required to be performed on the stairs listed under the column labeled "Resurface Stairs" in the table at the top of drawing sheet 4?

A6: The bidders are directed to Section 03300 Part 3 entitled Execution for a description of the work under the column "Resurface Stairs" in the table on sheet 4 of 7.

Q7: Which stair landings get overlaid with grout (see section 3300, 2.5A)?

A7: All existing stair landings shall receive a grout overlay to restore the landing to the dimensions shown on the details sheets. Overlays greater than 1.5 inches shall conform to Section 03300, 2.5 A.

Q8: Since no elevations are shown on the drawings, please provide the quantity of treads below elevation. 5' at each stair location that will receive the non-skid surface treatment per sect. 2398, 2.1C.

A8:	<u>Stair Number</u>	<u>Number of Stairs to receive non-skid surface</u>
	2	5 stairs
	3	9 stairs
	19	3 stairs
	22	5 stairs
	23	12 stairs
	24	7 stairs
	25	6 stairs
	26	5 stairs

Q9: Please confirm that only the stairway at location #1 receives a new landing platform.

A9: Only the stairway at location 2 shall receive a new landing platform. The Stairway at location 1 does not require new stairways or a landing.

Q10: If there are notes or sign in records from the pre-bid walk through on Feb. 19th we would like a copy.

A10: Sign in sheet from the pre bid walk through is available from the Quincy, MA Purchasing Department along with answers to questions received during that meeting. (ATTACHED)

Q11: Is there a known manufacturer/supplier for the precast seawall units shown in the drawings?

A11: No manufacturer for the precast seawall units has been identified on the drawings.

Q12: The detail on sheet 3 of 7 shows the dimensions for the Precast Concrete Seawall Unit. Currently, the dimensions given do not work as shown. Please clarify the dimensions so that form molds can be accurately designed.

A12: The dimensions of the precast seawall block unit have been revised on sheet 3 of 7.

Q13: The invitation to bid says the Pre Bid walk thru on 2/19/13 was Not Mandatory. Instructions to bidders Article 5 says the walk thru was Mandatory. Please clarify.

A13: Section 00200 Article 5 (5.1) shall read:

“5.1 A pre-Bid walk-through will be held at 10:00 a.m. on February 19th starting at the Quincy Department of Public Works. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.”

Q14: When does the Engineer anticipate an NTP?

A14: Notice to Proceed shall be determined by the Quincy Department of Public Works.

Q15: What is the contract completion date?

A15: The contract shall be completed within 60 days of the Notice to Proceed being issued. Section 00550, Notice to Proceed, has been revised accordingly.

Q16: Are there any liquidated damages if the project is not completed in the allotted time?

A16: Section 00520 has been added to the Project Manual. Liquidated damages as outlined in section 00520 shall be \$750 per day past the stated completion date or 60 days from when the Notice to Proceed is issued.

Q17: Please provide a written specification for the Seawall Block that addresses the concrete, reinforcing, concrete admixtures and any exterior waterproofing requirements.

A17: The bidders are directed to Section 03300 Part 2 entitled Products for a description of the concrete to be used throughout the entire project including both precast and cast in place concrete.

Q18: Is the Sea Wall Block a City Of Quincy Standard Detail that will be used on future projects?

A18: Future use of the precast concrete seawall unit shall be at the discretion of the Quincy, MA Department of Public Works.

Q19: Has the Sea Wall Block Detail shown on page 3 of 7 of the contract plans been used on previous projects in the city?

A19: The detail depicted on the sheet 3 of 7 is unique to this project. The bidders are referred to the revised sheet 3 of 7 for updated dimensions.

Q20: Please reference Sheet 4 of 7 under the "Stairway Summary Table", what are the limits of the railing replacement? Is it seaside only or seaside & landside?

A20: Where called out on the Stairway Summary Table, railings to be replaced shall be replaced on both the landward and seaward side of the seawall per detail 15 on sheet 6 of 7.

Q21: Please reference Sheet 4 of 7 under the "Stairway Summary Table", the table just lists a quantity for spall repairs at the given locations however this quantity could be 50 square feet or 500 square feet depending upon the extent of the repairs which would have to be verified in the field. Could a separate bid item be added with a quantity per square foot to more accurately bid on the spall repairs required for the project? Or an alternative to adding a bid item would be to list the dimensions of every repair that is required for the project, please advise.

A21: Spall repairs listed on the Stairway Summary Table are in reference to spalls occurring primarily from corroded stairway railings. Each spall in this case is approximately 1 square foot in area. The cost per spall repair shall be accounted for in item 6 in the Bid Tab.

Q22: At locations where the proposed timber stairs are to be installed, there are existing steel railings on the landside. Is it the intent at locations where timber stairways are to be installed on the seaside area to install timber stairways on the landside and replace the railings on the landside with new railings?

A22: New timber stairways are intended for the seaward side of the seawalls only. Concrete stairways on the landward side of the seawalls shall remain. Concrete stairways on the landward side of the seawall shall receive new steel railings if the seaward side stairs are to be replaced with timber stairs.

Q23: Sheet 5 of 7 detail 3 shows a true 12" width of the stair tread (11" tread and 1" for nosing). Would the typical 2"x12" be acceptable with a true width of 11 1/4" for the stair tread?

A23: The 1-inch and 11-inch dimensions are code minimums and in some cases may be larger due to specifics of total stair rise/run. A typical 2"x12" piece of lumber therefore is not acceptable.

Thank you.

PLEASE SIGN THIS SHEET AND ATTACH IT TO YOUR BID, AS IT IS NOW A PART OF THE BID. "ADDENDUM MUST BE SIGNED OR BID WILL NOT BE ACCEPTED."

Kathryn R. Hobin
Purchasing Agent

Date: _____

Bidder's Signature: _____

SECTION 00520

AGREEMENT

This Agreement is made this _____ day of _____ in the year two thousand thirteen between the City of Quincy, MA, as requested by its Department of Public Works hereinafter called Owner and _____ hereinafter called Contractor.

Owner and Contractor hereby agree as follows:

ARTICLE 1 WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 ENGINEER

2.1 The Project has been designed by Tighe & Bond, Inc., 177 Corporate Drive, Portsmouth, NH 03801 who is hereinafter called Engineer. Engineer will act as Owner's representative, assuming all duties and responsibilities, rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIMES

3.1 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed no later than 60 days of the Notice to Proceed being issued and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before 60 days from the issuance of the Notice to Proceed.

3.2 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration 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 \$750.00 for each day that expires after the time specified in Paragraph 3.1 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$750.00 for each day that expires after the time specified in Paragraph 3.1 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 CONTRACT PRICE

4.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the prices stated in Contractor's Bid, attached hereto as an exhibit.

- 4.2 The total amount will be adjusted by measurement of actual installed quantities in strict conformity with the provisions contained herein.

ARTICLE 5 PAYMENT PROCEDURES

- 5.1 Applications for Payment shall be processed in accordance with Article 14 of the General Conditions and in accordance with Massachusetts General Law.
- 5.2 Owner shall make progress payments on account of the Contract Price on the basis of processed Applications for Payment monthly during construction. All progress payments will be measured by the schedule of values established in Paragraph 2.07.A of the General Conditions, or in the event there is no schedule of values, as provided in the General Requirements.
- 5.3 Owner shall retain from progress payments 5 percent of the value of Work completed.

ARTICLE 6 CONTRACTOR'S REPRESENTATIONS

- 6.1 Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
 - E. Based on the information and observations referenced in Paragraph 6.1 above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - F. Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 CONTRACT DOCUMENTS

7.1 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 00520-1 to 00520-7, inclusive);
 2. Performance Bond;
 3. Payment Bond;
 4. General Conditions (title pages, table of contents, and pages 00700-1 to 00700-62, inclusive);
 5. Supplementary Conditions (pages 00800-1 to 00800-13, inclusive);
 6. General Requirements (Division 1);
 7. Specifications (Divisions 2 through 16);
 8. Drawings consisting of a cover sheet and sheets numbered 1 of 7 through 7 of 7, inclusive, with each sheet bearing the following general title: Proposed Seawall and Stairway Rehabilitation;
 9. Addenda (numbers _____ to _____, inclusive);
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00410-1 to 00410-9, inclusive);
 - b. Documentation submitted by Contractor prior to Notice of Award;
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Written Amendments;
 - c. Work Change Directives;
 - d. Change Order(s).
- B. The documents listed in Paragraph 7.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 8 MISCELLANEOUS

8.1 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

8.2 Assignment of Contract

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

8.3 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.4 Severability

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

8.5 Contractor Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.5:
 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in six (6) copies, each of which shall be deemed an original on the date first above written. The Party of the First Part agrees to pay to the Party of the Second Part, upon satisfactory completion and delivery of the aforementioned, the sum of:

Amount in Figures: \$ _____

Amount in Words: _____

WITNESS:

OWNER: The City of Quincy

BY: _____
MAYOR

Approved as to form:

BY: _____
CITY SOLICITOR

BY: _____
COMMISSIONER OF PUBLIC WORKS

BY: _____
PURCHASING AGENT

CONTRACTOR:

P.O. # _____

Company Name: _____

Contract #: _____

BY: _____

The undersigned, in compliance with MGL, Chapter 44, Section 31C, certifies that an appropriation in the amount required for this contract is available.

Name: _____

Title: _____

Address: _____

BY: _____
DIRECTOR OF MUNICIPAL FINANCE

Telephone: _____

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution of other documents authorizing execution of Owner-Contractor Agreement.)

License No. _____
(Where applicable)

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

As required by M.G.L. Chapter 44 Section 31c, this is to certify that the City of Quincy has an appropriation which is adequate to cover the cost of this Contract.

Certified as to the availability of funds:

Date

Signed

Title

END OF SECTION

J:\Q\Q0020 Quincy Seawall Study\Spec\00\00520.doc

NOTICE TO PROCEED

TO: _____

DATE:

Project:

You are hereby notified to commence WORK on or before

In accordance with contract documents the contract time is 60 calendar days. The date for completion of all work is therefore _____.

BY:

Name: Daniel G. Raymondi

Title: Commissioner of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

(Company Name)

Signature: _____ Date:

Print Name: _____ Title:

Proposed Seawall and Stairway Rehabilitation Project Pre-Bid Meeting

To: Kathryn Hobin, Purchasing Agent

CC: Kim Trillcott, Assistant Contract Supervisor

ATTENDEES: Kenneth Mavrogeorge, Tighe & Bond
Shawn Hardy, City Engineer
Chris McManus, R. Zoppo Corp.
Dan White, C. White Marine Inc.
Frank Fodera, East Coast Developments, Inc.

FROM: Kenneth Mavrogeorge

DATE: February 19, 2013

On February 19, 2013, a non-mandatory pre-bid meeting was held at the Quincy, MA Department of Public Works in Quincy, MA. The following is a summary of this meeting.

Ken Mavrogeorge of Tighe and Bond and Shawn Hardy the City Engineer, who represented the City, gave a brief overview of the Proposed Seawall and Stairways Rehabilitation Project.

The bidders were then invited to ask questions.

The questions are summarized below:

Q: Because the proposed work must be timed with the local tides, are there any restrictions on construction hours?

A: The contractor shall perform work within the restrictions outline on page 01140-1 of the Project Manual. If the contractor determines that it is necessary to perform work outside of the outlined work schedule, the contractor shall submit a written request to the Quincy DPW for approval and notify any abutters adjacent to the work prior to commencing work.

Q: Is work limited to dry conditions (low tide) only or can work be performed in wet (high tide) conditions?

A: Proposed work within the tidal zone (submerged during high tide), shall be completed when the tides have receded. Work not located within the tidal zone can be completed during both high and low tide.

Q: Is temporary fencing required around the stairways and sidewalks?

A: Temporary fencing shall be provided to restrict public access to areas under construction. The contractor shall coordinate with the Quincy DPW prior to closing public sidewalks or stairways.

Q: What style of railing shall be installed?

A: The contractors shall refer to Section 05120 of the Project Manual.

Q: Is a police detail required if jersey barriers are installed around project limits?

A: An item has been included in the bid form for a police detail. Prior to commencing work, the contractor shall coordinate with the Quincy Police Department and the DPW to determine if a police detail is necessary.

Q: Can the sidewalk along Dorchester Street be closed for an extended amount of time?

A: The area of the sidewalk proposed to be disturbed as part of this project can be closed off to the general public using temporary barriers.

Q: Are stairways located on the landward side of the seawall to be removed and replaced?

A: No. The stairways on the landward side of the seawall shall remain. Stairways shall receive new galvanized steel railings mounted to the outside of the stairs. The contractors are referred to the Stairway Summary Table on Sheet 4 of 7 in the Drawings.



R. ZOPPO CORP.

GENERAL CONTRACTORS AND BUILDERS

Chris McManus
PROJECT ENGINEER

160 OLD MAPLE STREET • STOUGHTON, MA 02072
TEL: (781) 344-8822 • FAX: (781) 344-7631
MOBILE: (781) 953-0290
E-MAIL: cmcmanus@zoppo.com



East Coast Developments, Inc.

REAL ESTATE • CONSTRUCTION • DESIGN

Rico Cella - Principle
Construction Operations

126 Main Street - Unit #2
North Reading, MA 01864

781.775.1871 Direct
978.207.1803 Fax
cella@eastcoastdevelopments.com

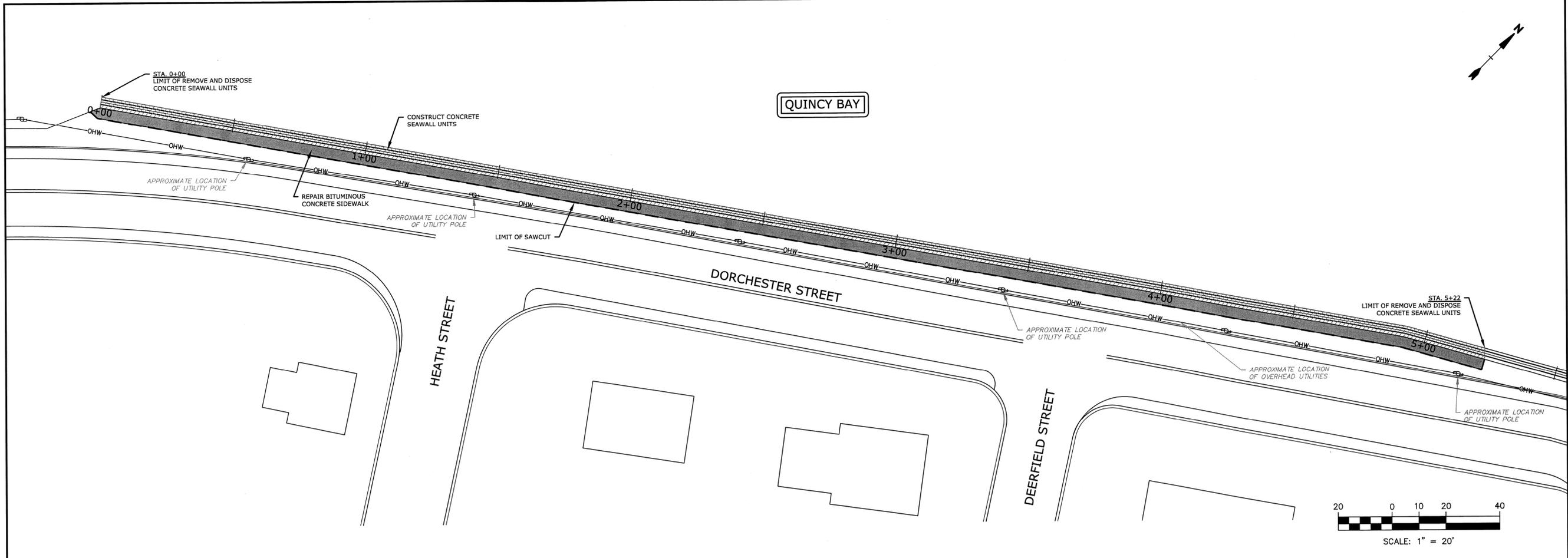
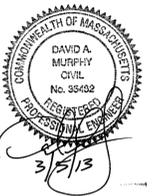
C. WHITE MARINE INCORPORATED

Marine & General Contractors

160 Sylvan Street
Danvers, MA 01923
978 777 5656 ext. 17 Telephone
978 420 8734 Mobile
978 750 6721 Facsimile
cwhite@cwhitemarine.com
www.cwhitemarine.com

Dan White
Assistant Project Manager

ATTENDEES @ Walk Through



Quincy, Massachusetts

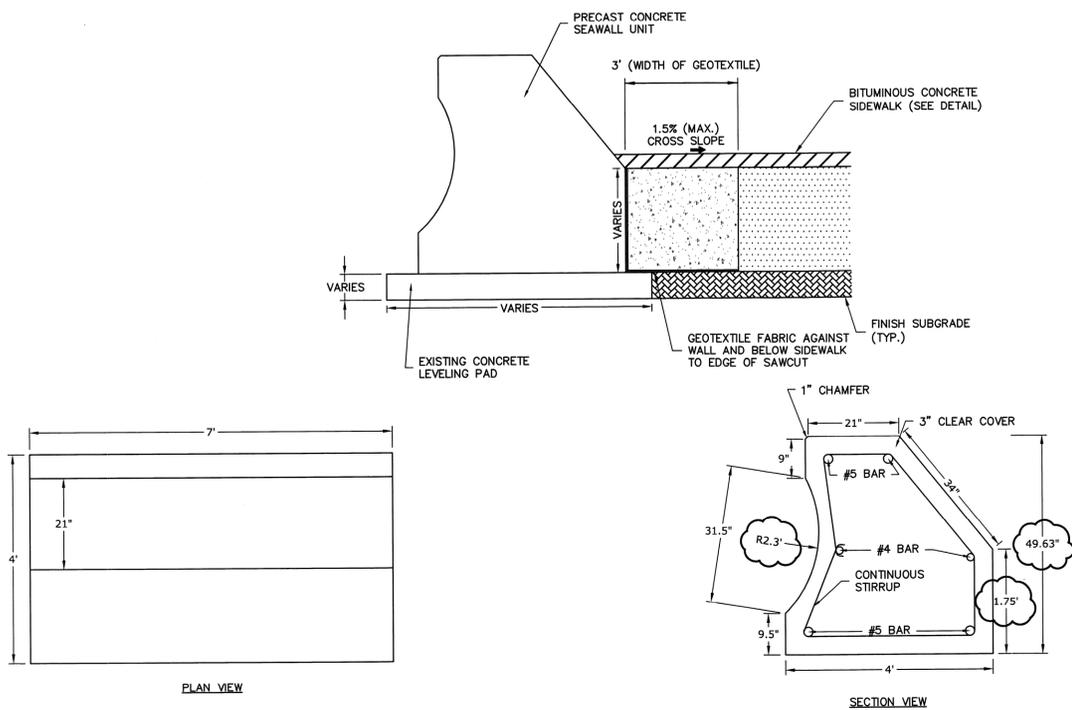
Proposed Seawall and Stairway Rehabilitation

Quincy, Massachusetts

1.	3/5/13	REV PRECAST SEAWALL DIMENSIONS
A.	02/2013	ISSUED FOR BIDDING
Mark	Date	Description
PROJECT NO:	Q0020	
FILE:	Q0020_SEAWALLS.dwg	
DRAWN BY:	KAM	
CHECKED:	GMM	
APPROVED BY:	DAM	

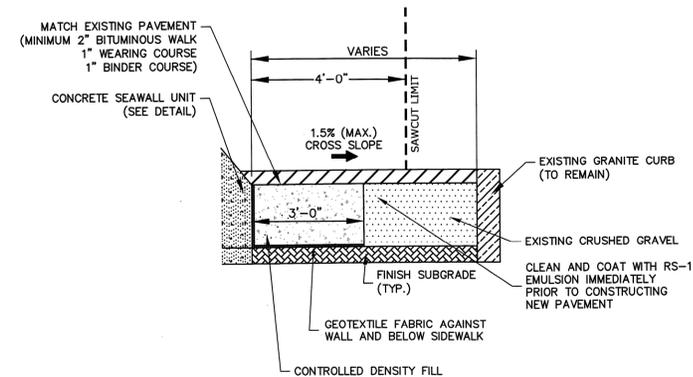
DORCHESTER STREET SEAWALL REHABILITATION PLAN

SCALE: AS SHOWN



NOTES:
 GEOTEXTILE FABRIC SHALL BE PROPEX GEOTEX 1601 OR APPROVED EQUAL.

PRECAST CONCRETE SEAWALL UNIT
 NOT TO SCALE



NOTES:
 GEOTEXTILE FABRIC SHALL BE PROPEX GEOTEX 1601 OR APPROVED EQUAL.

BITUMINOUS CONCRETE SIDEWALK
 NOT TO SCALE