

BID# K-43

Bid Conditions, Specifications and Requirements to Provide Repairs to City of Salem Forrest River Park Swimming Pool

1. This bid request is solicited to the general public and a contract will be awarded pursuant to the rules set forth in Chapter 30B of the Massachusetts General Laws and subject to the approval by the Mayor of Salem, Mass.
2. The envelope containing the bid and required information must be sealed and marked with bidder's name, description of bid, bid number and date of opening.
3. **All bidders must sign attestation clause regarding Massachusetts State tax returns and certificate of non-collusion and submit it with their Bid. Failure to sign or submit the Non-Collusion Certificate with the bid will be cause for that bid to be rejected.**
4. A bidder may correct, modify, or withdraw a bid by sealed, written notice clearly marked as a correction, modification, or withdrawal and received in the Office of the Salem Purchasing Agent prior to the time and date set for the bid opening.
5. **BID DEPOSIT**
A bid deposit of 5% of the total bid must accompany the bid package. The bid deposit must be made payable to the City of Salem in the form of a Bid Bond, Cash, or Certified Check. All Bid Deposits will be returned after contract award.
6. Failure to respond to this bid, either with prices or by returning a "no bid" response, will result in the bidder not automatically receiving bid materials for the next year's orders.
7. Bid quotations must show the net delivered cost to the City of Salem on the front of the Cover Sheet and sign the bottom of it as well.
8. At the time and place fixed for opening of bids, the City will cause to be opened and publicly read aloud, every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.
9. The successful bidder shall deliver Services, as requested.
10. Payment shall be made for services rendered, in accordance with the Terms and Conditions of the Contract Agreement.
11. The contract will be awarded as quickly as possible by the City following the date of the bid opening to the responsible bidder with the lowest Bid Total. The

City expects the work to be completed and the pool to be opened to the public by July 1, 2009.

12. A pre-bid meeting is scheduled at the site on April 29, 2009 at 9:15 A.M. at the Forest River Park, please contact Doug Bollen at 978.744.0733 for directions.

13. The Bid package must be delivered or sent and received at the Office of the Purchasing Agent, 120 Washington Street, 3rd Floor, Salem MA 01970, on or before 10:00 A.M., May 13, 2009.

14. All Bids shall be complete, factual, and signed by an authorized officer of the Bidder's company on both the cover page and the attached Bid Form (if any). The Purchasing Agent may reject any bid, which is not properly signed, not according to prescribed form, incomplete, or otherwise contrary to instructions.

15. The Bidder must fill in all unit prices and provide all the information requested in this bid.

16. All information provided by the Bidder must be typewritten.

17. Any questions regarding any aspect of the Bid must be communicated in writing to the Purchasing Department. It is in the bidder's best interest to address these questions in writing as soon as possible to allow for a complete response by the City. All questions must be received at the Purchasing Agent's office no later than Five (5) days prior to bid opening. All written responses to questions will be forwarded to all vendors who receive the request for bids.

18. There shall be no assignments to third parties unless expressly agreed to in writing by the City of Salem.

19. The City is exempt from all taxes.

20. Prevailing Wage Rates for this project are attached to this document.

21. The specifications, terms, conditions, and detailed requirements will become part of any contract that results from this bid request.

22. **Any Bids received late or structured as conditional will be rejected.**

FAILURE TO COMPLY WITH THE ABOVE CONDITIONS AND REQUIREMENTS OR ANY ATTACHED SPECIFICATIONS WILL BE JUSTIFICATION TO REJECT ANY BID AS INCOMPLETE.

CITY OF SALEM BID# K-43

REQUEST FOR BIDS
to Provide Repairs to City of Salem
Forrest River Park Swimming Pool

The Bid is being solicited under Chapter 30B of the Massachusetts General Laws. Each firm submitting a bid agrees to the following criteria for award of Contract. Bidders not meeting the Award Criteria shall be removed from consideration of award of the Bid

MINIMUM CRITERIA FOR AWARD

The firm shall have been awarded a minimum of THREE (3) contracts providing the same services to other municipal clients or other governmental agencies in the state, or shall have been previously under contract to the City of Salem.

The following documentation shall be ready for presentation by any Bidder, when requested by the City, in order to verify the compliance with the following award criteria. Failure to provide the information in the time frame specified, when such request is made, shall be sufficient grounds for disqualification of the Bid.

- Number of years the firm has been providing similar services. Bidder must have a minimum of three (3) years of experience providing similar services.
- List of all current clients. And all prior municipal clients, within the last three (3) years, including address, phone number, and contact person, and the name of the firm's supervisor assigned to the contract.
- Name of supervisor to be assigned to the proposed Contract.
- Number and type of equipment available for use on the Contract.

Contractors having performed the same or substantially similar work for the City of Salem within the last three (3) years, and whose work was not terminated or rejected in scope due to unsatisfactory performance, shall automatically qualify for consideration.

The City anticipates entering into a contract for the entire Technical Specifications.

The City reserves the right to waive any information or to reject any and all bids.

TERM OF CONTRACT

Prices bid shall remain in effect and fixed for the term of the contract.

The City expects to issue a Notice to Proceed to the responsible Bidder with the lowest bid as soon as possible after the date of the bid opening. All work shall be completed and the pool ready for opening to the public within 34 calendar days of receipt of the Notice to Proceed.

TECHNICAL SPECIFICATIONS

SECTION I. SCOPE OF SERVICES:

1. THE CONTACTOR SHALL PERFORM THE FOLLOWING TASKS TO BRING THE POOL INTO COMPLIANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS:

- a) CONTACTOR SHALL INSTALL FILTER FABRIC OVER THE CATCH BASIN GRATES TO CONTROL POTENTIAL SEDIMENT FROM ENTERING THE DRAINAGE SYSTEM THAT DISCHARGES INTO THE SALEM HARBOR.
- b) THE ORDER OF WORK PRIORITY SHALL TO BE TO FURNISH AND INSTALL TWO (2) ANTI-ENTRAPMENT SUCTION OUTLET COVERS COMPLIANT WITH THE VIRGINIA GRAEME-BAKER POOL AND SPA SAFETY ACT (VGB) AT THE MAIN DRAIN LOCATION SHOWN ON THIS PLAN. ALL COMPONENTS (FRAME, GRATES AND SCREWS) SHALL MEET OR EXCEED NSF 50 / ASME / ANSI A112.19.8a – 2008 NATIONAL STANDARDS AND ASTM G154 UV TESTING EXPOSURE. THE SUCTION OUTLET COVERS SHALL BE DESIGNED FOR A FLOW RATE OF 1500 GPM AT 1.5 FPS (MAX.) VELOCITY ACROSS AND THROUGH THE OPENED AREA OF THE GRATE. THE DRAIN COVERS SHALL BE VGB SERIES (24" X 24" STAINLESS STEEL FRAME) AS MANUFACTURED BY AQUASTAR POOL PRODUCTS, PENTAIR/LAWSON POOL PRODUCTS, OR APPROVED EQUAL, AS INDICATED IN DWG. NO C2.
- c) THE VGB COVERS SHALL BE INSTALLED OVER THE EXIST. 12" OUTLET AND OVER A NEW 16" DIA. CORED HOLE OPENING ABOVE THE SUMP AT THE LOW POINT OF THE POOL. THE CORED CONCRETE SURFACE SHALL BE PAINTED WITH TWO COATS OF PAINT AND EXISTING 12" C.I. PIPE SHALL BE CLEANED WITH WIRE BRUSH TO REMOVE RUST SCALING PRIOR TO INSTALLING THE OUTLET COVERS, AS DESCRIBED IN DWG. NO. C1.
- d) BOLT DOWN EXISTING STEEL PLATE OVER THE SUMP, AND MAKE STRUCTURAL REPAIRS ALONG THE CORNER OF THE SHALLOW POOL WALL AND BENEATH THE STAINLESS STEEL (SS) DRAIN

GUTTERS TO BOTH POOLS. PROVIDE FITTED SS DEBRIS SCREENS (3 IN TOTAL) TO THE OUTLETS DRAIN GUTTERS, AS INDICATED IN DWG. NO. C-2.

- e) SEAL AN ESTIMATED 950 LINEAR FEET OF CRACK INDICATED ON THE POOL SLAB REPAIR PLAN, DETAILED AND SPECIFIED ON THE MISCELLANEOUS DETAILS DRAWING NO. #C-2.
- f) CLEAN AND SEAL CRACKS TO BOTH VERTICAL POOL JOINTS AND POOL SLAB PER SPECIFICATIONS OUTLINED IN DWG. #C-2.

SECTION II. CRACK REPAIRS:

1. CONTRACTOR MUST HAVE A MINIMUM OF 3 YEARS EXPERIENCE IN CRACK REPAIR AND BE APPROVED BY THE REPAIR PRODUCT'S MANUFACTURER.
2. REPAIR PRODUCT MANUFACTURER MUST BE PRESENT DURING THE PREPARATION AND INJECTION OF HYDROPHOBIC CHEMICAL GROUT.
3. REMOVE EXISTING CAULKING, DIRT, ANY LOOSE MATERIAL, AND MINERAL DEPOSITS FROM CRACKS.
4. CLEAN AND FLUSH CRACKS WITH WATER.
5. IF WIDE CRACK OR HIGH WATER FLOWS ARE ENCOUNTERED, SEAL THE SURFACE OF THE CRACK WITH A HYDRAULIC CEMENT, EPOXY GEL, OR OAKUM SATURATED WITH POLYURETHANE GROUT (AS RECOMMENDED BY THE MANUFACTURER).
6. DRILL 1/2" OR 5/8" DIA. HOLES ALONG THE SIDE OF THE CRACK AT 45° ANGLE. DRILLED HOLES MUST INTERSECT CRACK WIDTH MIDWAY THROUGH THE SUBSTRATE. SPACE DRILLED HOLES 6" TO 36" O.C. (DEPENDING ON CRACK WIDTH AND LENGTH).
7. INSTALL INJECTION PACKERS IN HOLES AND TIGHTEN.

8. BEGIN INJECTION OF THE GROUT INTO THE LOWEST PACKER WHETHER IN THE SLAB OR WALL. FOLLOW INJECTION PROCEDURES DICTATED BY THE PRODUCT MANUFACTURER'S INSTRUCTIONS INCLUDING RE-INJECTION AT EACH PACKER. CRACK MUST BE COMPLETELY FILLED FLUSH WITH THE SURFACE OF THE CONCRETE.
9. WHEN FINISHED WITH THE INJECTION PROCESS RE-INJECT EACH PACKER WITH A SMALL AMOUNT OF WATER TO ACTIVATE GROUT LEFT IN HOLE.
10. REMOVE OR CUT PACKERS FLUSH WITH THE CONCRETE SURFACE AFTER THE INSTALLED MATERIAL HAS COMPLETELY CURED.
11. REMOVE ALL RESIDUAL RESIN THAT HAS FOAMED FROM THE CRACK WITH A SCRAPER IF GROUT HAS NOT YET CURED. IF THE MATERIAL HAS CURED, REMOVE RESIDUAL GROUT BY WIRE BRUSHING OR HAND HELD GRINDER.
12. ONCE THE MATERIAL HAS FULLY CURED AND ALL RESIDUAL GROUT REMOVED, THE PACKERS AND OTHER UNFILLED AREAS MAY BE FILLED WITH AN EPOXY GROUT OR ADHESIVE RECOMMENDED BY THE PRODUCT'S MANUFACTURER.
13. CONCRETE REPAIR PROCEDURES:
 - I. AFTER REMOVAL OF ALL LOOSE MATERIAL EXAMINE EXISTING CONCRETE SURFACE TO MAKE SURE SURFACE IS SUFFICIENTLY CLEAN TO ACCEPT THE REPAIR MATERIAL.
 - II. BRUSH ON BONDING AGENT / PRIMER TO ALL CONCRETE SURFACES AND INSTALL REPAIR MATERIAL.
 - III. REPAIR MATERIAL SHALL BE EMACO S88-CI, BY BASF OR SIKA MONOTOP 615.

IV. PRIMER/BONDING AGENT SHALL BE SIKA ARMTEC 110 EPOCEM BY SIKA, OR EMACO P24 BY BASF.

D. Use of Water:

The Contractor shall be allowed to use certain hydrants or water spigots, as assigned by the City Engineer or his designee(s), to draw water as may be necessary for his work. The Contractor must use a meter and backflow preventer device at each hydrant and record each day's water use. Water will be furnished free of charge by the City, however, accurate records are to be kept by the Contractor as to the date, time, location and metered amount of water drawn from each hydrant, and the City must be notified of the individual hydrant(s) used each day. The Contractor shall provide all tools, hoses, and equipment to make such connections.

E. Deliverables:

The Contractor shall report each day in writing to the City Engineer or his designee the tasks to be completed that day, in detail.

A weekly report will be delivered to the City Engineer summarizing the work completed to date and a work plan that definitively describes the work necessary to complete the project within the contractual time frame.

F. Equipment Specifications:

All vehicles shall have current registration and inspection sticker.

G. Restoration:

All repairs of damage by the contractor while performing the work will be made at contractor's expense.

All damaged roadways, driveways, sidewalks, structures, grates, covers, lawns, landscaped areas, or pipes will be restored to their original condition.

H. Safety:

The Contractor will be responsible for supplying all safety equipment and all employees shall be confined space trained, as required. The contractor shall submit a Health and Safety Plan for the project to the City, prior to starting work.

I. Payment:

The Contractor shall furnish all materials and equipment, furnish all labor and plant, and perform all work as indicated and specified. Provide all supervision, overhead items, protection and precautions, and all other costs, incidental to the construction work, complete, and as specified.

A complete working job shall be produced whether or not any particular wording or direction is omitted or not clearly stated.

The lump sum price for the drain work, as described in section I.(1) a through d above and indicated and specified herein, shall constitute full compensation for the work completed. Measurement for payment shall be on the basis of percentage of work complete

The unit price for cleaning and sealing cracks in the pool, as described in section I.(1) e and f above and indicated and specified herein, shall constitute full compensation for the work completed. Measurement for payment shall be on the basis of actual footage of crack clean and sealed, paid for at the unit price bid.

BID FORM

1. Repairs to City of Salem Forrest River Park Swimming Pool:

A. Drain work, as described in section I.(1) a through d above and indicated and specified herein, lump sum of:

\$_____.

B. Clean and seal horizontal crack(s), as described in section I.(1) e above and indicated and specified herein, at a unit price of \$_____ per linear foot, at 950 linear feet of cracks, equals a cost of:

\$_____.

C. Clean and seal vertical crack(s), as described in section I.(1) f above and indicated and specified herein, at a unit price of \$_____ per linear foot, at 200 linear feet of cracks, equals a cost of:

\$_____.

Total Bid \$ _____

NOTE: All quantities indicated are ESTIMATES ONLY. Payment will be based on the actual work completed and approved by the City.

DATE

AUTHORIZED SIGNATURE

PRINT NAME

NAME OF COMPANY

QUALIFYING BID INFORMATION

Bidder:

Address:

Number of years the firm has been providing similar services is _____ years

List municipalities in the Salem area for which the bidder has performed similar work or supplied materials within the past three (3) years.

City/Town	Project	Name of Person	Phone #
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1.

2.

3.

4.

5.

Name of supervisor to be assigned to the proposed Contract: _____

Equipment owned by the Bidder and planned to be used on jobs in Salem (use separate sheet if necessary):

YEAR

MAKE

MODEL

REGISTRATION

Bidder shall list all projects that his/her company defaulted on and reasons for defaults
