

<p style="text-align: center;">Addendum #1 Collins Cove Pickleball Court RFQ S-36 April 26, 2017</p>
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1. On Page 13, under Section 1.1 'Procurement Description', please strike, "The work is expected to commence by May 1, 2017 and be complete by May 30, 2017" and replace it with, "The work is expected to commence upon issuance of a 'Notice to Proceed' and must be complete by July 15, 2017.
2. On Page 28, 'Special Provisions' please strike that entire section and replace with the revised 'Special Provisions' included below.

SPECIAL PROVISIONS

CITY OF SALEM, MASSACHUSETTS

CONTRACT NO. S-26

Project Name: Collins Cove Pickle Ball Court

SCOPE OF WORK

The work to be done under this Contract is described on in the Scope of Work dated xxxx and the contract dated xxx and other incidental items of work listed in the bid and as described within the specifications. These provisions do not override any local, state, or federal law or regulation. The City Director, may determine in writing, that certain provisions (that are not required by any local, state, or federal law) are not applicable or may approve alternative solutions.

The project limits are as follows:

Please see attached site plan for the area of the existing Tennis Court and associated areas.

Work under this Contract shall be paid for at the Contract Unit Price bid under each item, which price and payment shall constitute full compensation for furnishing all materials, labor, equipment, etc., required for the satisfactory completion and acceptance of the work in accordance with all applicable laws and regulations. The following provisions shall be adhered to unless deemed not applicable by the City Director.

WORK SCHEDULE

Work on this project is restricted to a normal five-day week, with the Prime Contractor and all subcontractors working on the same shift. No work will be allowed on the project on Saturdays, Sundays and Holidays. Work hours shall be within 7AM to 7PM. Changes to these restrictions must be approved in writing by the City Director.

PROVISIONS FOR TRAVEL AND PROSECUTION OF WORK

Before starting any work under this Contract, the Contractor shall submit a Schedule of Operation. This work schedule shall include a plan of his construction procedures, scheduling details for completing the work, and proposed safety and other measures the company will use during the prosecution of the work. Approval of this Schedule of Operation by the City of Salem is required prior to commencement of any construction activity.

The Contractor shall coordinate his work with the work to be done by the Public Utilities or other agencies, and he/she shall so schedule his operations as to cause the least interruption to the normal operation of the park.

Prior to commencement of work, the Contractor shall be responsible for obtaining all applicable and necessary permits.

Attention is further directed to the following provisions unless otherwise directed by the City:

1. A sign must be posted on the site for the duration of the project, stating:

“Pickleball Court Construction Project, City of Salem, Mayor Kimberley Driscoll”. This sign shall be a minimum size of 2 feet by 2 feet and will be approved by the City Director prior to installation.

2. In addition, if this project is funded by the Community Preservation Act, the Contractor will be provided a sign by the City that they will install for the duration of the project.

The Contractor may be required to temporarily suspend operations when such are considered by the Director for reasons of safety.

Particular care shall be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety. All normal pedestrian and vehicular traffic within the park shall be maintained by proper scheduling of work. The convenience of the general public along and adjacent to the street shall be provided for in an adequate and satisfactory manner. Access shall be maintained to all other parts of the park not part of this project. The placement of necessary devices will be for daily work periods and shall be removed immediately after the conclusion of work operations or otherwise secured. Signs are to be kept clean at all times.

The Contractor shall provide, place and erect all necessary barricades and warning signs and, if applicable, maintain adequate lights and illumination therefore. He/She shall be held responsible for all damage to the work due to any failure of signs and barricades needed to protect the work from traffic, pedestrians or other causes.

If applicable, the castings of all structures, which are required to be set or reset under the pertinent items of this Contract or by others, shall be set complete in place to the established grade before placement of other layers.

COOPERATION BY CONTRACTOR

Attention is directed to the provisions relating to rights of public corporations and municipal departments to enter the site of the improvement and alter, replace, and/or install facilities at some time when the Contractor will be prosecuting other required work contiguous thereto.

INSPECTION OF WORK

The Contractor is advised that the City of Salem will be provided with a schedule of operations and will, at various times, be on-site to inspect procedures and give directions. For the purpose of observing work that affects their respective properties, inspectors for public agencies and utility companies shall be permitted access to the work, but all official orders and directives to the Contractor will be issued by the Director. If electrical work is required, the Contractor shall be responsible for the cost of any and all electrical inspections.

PUBLIC SAFETY

The contractor shall be required to provide safe and convenient access to all abutters during the prosecution of work. Necessary access for fire apparatus and other emergency vehicles shall be maintained at all times.

Trenches and holes shall not be excavated in traveled ways until all materials and equipment required for such work are at the site and available for immediate use. When work is not in progress, trenches and holes in areas subject to public travel shall be covered or secured from park use. .

For work that includes roadways within parks, the work in each trench shall be practically continuous, with the placing of conduit or pipe, backfilling and patching of the surface closely following each preceding operation. The trenches or holes in areas subject to public travel shall be covered with plates capable of safely sustaining a 36.5 ton truckload with impact.

Particular care shall be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety. The contractor may be required to temporarily suspend operations when such are considered by the City of Salem to be a hazard to traffic.

Signs having messages that are irrelevant to normal traffic conditions will be removed or properly covered at the end of each work period. Signs are to be kept clean at all times, and legends shall be distinctive and unmarred.

- If the scope of work involves park roadways, then the following conditions apply: all automotive equipment not protected by traffic control devices that is working on a project which is open to traffic shall have one amber flashing or strobe warning light mounted on the cab roof or on the highest practical point of the machinery. These lights shall be in operation whenever the equipment is working on the highway and/or traveling in the work area at speeds less than 25 MPH.
- All vehicles, except passenger cars, which are assigned to the project which operate at speeds of 25 MPH or less shall have an official slow-moving vehicle emblem displaying in accordance with the provisions of Section 7 of Chapter 90 of the General Laws as amended by Chapter 684 of the Acts of 1970.
- Flashers must be visible to both oncoming and overtaking vehicular traffic and shall have a light source of 32 minimum candlepower and a flashing frequency of 50-60 times per minute.
- All personnel who are working on the traveled way or breakdown lane and who are not protected by traffic control devices shall wear approved safety vests.

The contractor shall at all times, until written acceptance of the physical work by the City of Salem be responsible for the protection of the work and shall take all precautions for preventing injuries to persons or damage to property on or about the project.

NOTICE OF OWNERS OF UTILITIES

As applicable, written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Contractor shall, at the same time, file a copy of such notice with the Engineer.

Following is a list of Utility Companies and others who may be involved in this project:

City of Salem
Department of Public Service
5 Jefferson Avenue
Salem, MA 01970

Mr. David Knowlton, P.E.
Director

National Grid
25 Research Drive
Westborough, MA 01582

Ayodele Osimboni
508-389-3657

Keyspan Energy Delivery
52 Second Avenue
Waltham, MA 02451

Mr. Dennis Peri
781-466-5241

Verizon
1166 Shawmut Avenue
New Bedford, MA 02746

Ms. Karen Nunes
508-991-3522

Salem Engineering Department
120 Washington Street
Salem, MA 01970

Mr. David Knowlton, P.E.
City Engineer
978-745-9595

Comcast
676 Island Pond Road
Manchester, NH 03109

Ms. Stacey Charest
603-628-3732

AT&T Local Network Service
157 Green Street, Suite 2
Foxborough, MA 02035

Mr. Scott Ferreira
508-216-0059

Salem Fire Department
48 Lafayette Street
Salem, MA 01907

Chief David W. Cody
978-744-6990

Salem Police Department
Salem, MA 01907

Chief Mary Butler
978-744-0171

The Contractor shall make his own investigation to assure that no damage to the existing structures, drainage lines, electrical lines, and other utilities will occur as a result of his operations.

The Contractor shall notify "Mass. DIG SAFE" and procure a DIG SAFE number of each location prior to disturbing ground in any way.

"DIG SAFE" call center: Telephone 1-800-344-7233

SAFETY

The providing of safety controls for construction operations shall be considered incidental to this contract and the costs for safety controls shall be included in the unit bid price for those contract items requiring such controls.

- A. This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (454 CMR 10.0 et. seq.)." Contractors shall be familiar with the requirements of these regulations.

SANITARY REGULATIONS

- A. The City will not provide sanitary facilities to the Contractor, and none are available on the project site. The Contractor will arrange for its own sanitary facilities, either off the project site and park, or if on site, then the following conditions apply:
- The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such a manner as may be required.
 - BThe Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He/She shall rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the Owner, or any adjacent property.

PROCEDURES FOR SUBMITTALS

- A. Equipment. Final cutsheets and specifications for materials and equipment must be submitted for City Approval. See below for more information.
- B. Subcontractors: Any subcontractor must be submitted for City Approval, including name, experience, and TaxID.
- C. Warranties, Maintenance or Product Manuals: These must be submitted to the City. Final approval will not be granted until these materials are delivered.
- D. As-Built: Final as-builts will be provided to the City, as applicable.

OVERLOADED TRUCKS

The City of Salem will not accept any materials delivered to any project in motor vehicles or semi-trailer units that exceed the legal maximum weight allowed for the particular class, as specified in Section 19A of Chapter 90 of the General Laws of Massachusetts.

MATERIAL REMOVED AND STACKED

If applicable, the Contractor shall carefully remove and store all City owned materials at a site designated on the project by the Director for their subsequent removal, transportation to and stacking by the Contractor at a City-owned facility.

Any materials damaged or lost during or subsequent to removal shall be replaced in kind by the Contractor without additional compensation.

All surplus materials resulting from excavation and not needed for use on the project, as determined by the Director, shall be disposed of by the Contractor outside and away from the limits of the project, subject to the regulations and requirements of local authorities governing the disposal of such materials at no additional compensation.

REJECTED MATERIALS AND DEFECTIVE WORK

- A. Materials furnished by the Contractor and condemned by the Director as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor, and shall not be made use of elsewhere in the work.
- B. Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Director.
- C. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or his employees, as determined by the Director, occurring previous to the final payment.

SITE INVESTIGATION

The Contractor acknowledges that he or she has satisfied himself as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Contract Documents made a part of this contract. Any failure of the Contractor to acquaint themselves with available information will not relieve him or her from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor is further directed to make any and all questions known to the Director.

MATERIALS - SAMPLES - INSPECTION

- A. Unless otherwise expressly provided in the Contract Documents, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the Director or his/her designee. No material shall be processed or fabricated for the Work or delivered to the work site without prior concurrence of the Directors.
- B. As soon as possible after execution of the AGREEMENT, the Contractor shall submit to the Director the names and addresses of the manufacturers and suppliers of all materials and equipment he/she proposes to incorporate into the Work. When shop and working drawings are required as specified below, the Contractor shall submit, prior to the submission of such drawings, data in sufficient detail to enable the Director to determine whether the manufacturer and/or the supplier have the ability to furnish a product meeting the Contract Documents. As requested, the Contractor shall also submit data relating to the materials and equipment he/she proposes to incorporate into the Work in sufficient detail to enable the Director to identify and evaluate the particular product and to determine whether it conforms to the Contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.
- C. Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the Work.
- D. If applicable, and if the Director so requires, either prior to or after commencement of the Work, the Contractor shall submit samples of materials for approval to demonstrate that they conform to the Specifications. Such samples shall be furnished, taken, stored, packed, and shipped by the Contractor as directed. Except as otherwise expressly specified, the Owner shall make arrangements for, and pay for, the tests.
- E. All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, the Contractor shall notify the Director by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.
- F. The Contractor shall submit data and samples, or place his orders, sufficiently early to permit consideration, inspection and testing before the materials and equipment are needed for incorporation in the Work. The consequences of his failure to do so shall be the Contractor's sole responsibility.
- G. In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall provide such samples of workmanship of wall, floor, finish, etc., as may be required.

- H. When required and as applicable, the Contractor shall furnish to the Engineer in triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.
- I. After review of the samples, data, etc. the materials and equipment used on the Work shall in all respects conform therewith.

MEASUREMENT OF MATERIALS

As applicable, all delivery slips for materials must be submitted on automated printed tickets.

All delivery slips must be signed by the Director or their designee and a copy of each slip must be given to the Director or their designee at the time each load is delivered. Each slip must contain the following information:

1. Equipment Delivered
2. Quantity
3. The date and time of day upon leaving the plant, if applicable

FINAL CLEANUP

Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site to its original or specified condition. This cleanup shall include removing all trash and debris off of the premises. Any areas that were grass must be leveled and reseeded. Before acceptance, the condition of the site shall be approved by the City Director.

END OF SECTION