

**City of Salem**

**Invitation for Bids**

**Addendum: #2**

**#T-13: Resurfacing Various Basketball and Tennis Courts**

1. In Part 3: Work Scope Summary, please add the following language.
  - “Please see attached Special Provisions, which will be attached the contract”
2. In Part 3: Work Scope Summary, please add the following changes:
  - Under 4. Please add the following language after riteway crack repair system (or as equal and approved by the City of Salem)
  - Under 4 b & c. This scope applies to the cracks.
  - Items 5-9 apply to the whole court.

SPECIAL PROVISIONS  
ATTACHMENT B  
CITY OF SALEM, MASSACHUSETTS  
CONTRACT NO. xxxxx  
Project Name: xxxxx

1. SCOPE OF WORK

The work to be done under this Contract consists of: fill in brief description of work, and other incidental items of work listed in the bid specifications/request for proposal dated mm/dd/year and any addenda.

In addition, this Scope is based upon the Contractor bid/proposal dated: mm/dd/year.

To the extent these provisions herein differ from the Contract, then the Contract will supersede.

All provisions in this document are as applicable, unless dictated by laws or regulations. If the Contractor asserts that a certain provision does not apply, he/she may request a waiver or adjustment to the language. Approval of the changes or waivers will be made in writing (email or regular mail) by the Project Director as noted in Item #3.

2. LOCATION

The project limits are as follows: xxxxxxxx All work related to this project must be within this area, unless other areas for storage and/or laydown are approved by the Director. The Location is also known as the Site or Facility.

3. COMMUNICATIONS & APPROVALS:

All communications for this project will be made through the City's assigned Project Director and/or their designee:

A. Project Director

Xxxx Name

Title

Department xxxxxx

Xxxxx address

Xxxxx Phone

Xxxx email

B. Designee: Instead of the Director, all regular coordination and communication should be directed to

Xxxxxx[staff can delete if the Project Manager (Designee) is a Director]

The Designee is not authorized to sign off on payments, addenda, or change orders.

C. Copies to:

Xxxxxx (This would be if you wanted say multiple people to be copied on the project)

D. Any access to the Location must be coordinated through:

(xxxx person with the key, daily access)

All references to the City or the Project Director shall be as noted above in these provisions. If the Project Director has assigned a designee, all references to Project Director shall be the designee. All changes or waivers to this must be approved in writing by the City. Any changes that affect the Contract must be approved in writing by the Director of the Department and other signatories to the contract

4. SCHEDULE

The Contractor shall inform the Project Director of the project schedule, and when employees will be on site and what work they will be performing at least 1 week prior to work. The Contractor shall notify the Project Director of any changes at least 24 hours prior. Any work that requires the shutdown of services, electricity, access, or utilities must be coordinated 2 weeks in advance with the appropriate City Departments.

5. PAYMENT:

Work under this Contract shall be paid for based upon work completed, 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. Payment under Article XVI of the Contract are as follows:

- Payment is based upon work completed and approved.

A minimum of 5% of the contract cost will be held by the City until all Contractual Provisions have been met, including, but not limited to: provision of as-builts, warranties, signed permits, documentation of prevailing wage, as well as clean-up of the site and other provisions (see Item 28). Once met, the City will “accept the work” as complete and the Contractor may request final payment.

6. WORK SCHEDULE

For all Contractors and Subcontractors, all work on this project is restricted to:

- Days/Times M-F 7-7
- No work will be allowed on Saturday, Sunday, and Holidays without prior written approval.

- Pursuant to City Ordinance, no outdoor work that violates its noise ordinance shall occur between 7 PM and 7AM.
- Any request to on times not specified above must be approved in writing by the Director.

Changes to these restrictions must be approved in writing by the Project Director.

## 7. PROVISIONS FOR EXECUTION 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.

In coordination with the Project Director, the Contractor shall coordinate his work with the following other **xxxx** Department or agencies, and he/she/she shall so schedule his operations as to cause the least interruption to the normal operation of the facility/site.

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

The placement of necessary work equipment will be daily and shall be removed or secured daily immediately after the conclusion of work operations.

The Contractor shall provide, place and erect all necessary barricades and warning signs and 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, students, or other causes. Signs are to be kept clean at all times.

The Contractor shall supervise and direct the Work, using his best skill and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the Premises during the performance of the Work. He/she shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

Any construction materials or tools that are approved to be stored on site must be stored within storage containers to be paid for and provided by the Contractor. Storage containers shall be located on the site in a location as determined and agreed upon in the pre-construction conference. Storage containers, if utilized, shall be removed from the site at completion of the project and the Contractor shall be repair any damage to the site caused by storage container placement and/or removal. Contractor shall submit a proposed plan for site use for review and approval by the Project Driector prior to the start of work.

The Contractor shall ensure that the site/facility is cleaned daily, removing any tools, debris, or other materials.

#### 8. EMERGENCY CONTACTS

The Contractor shall submit to the Project Director and Architect a list of names, addresses, and telephone numbers of key members of their organization including Superintendent, Company Owner, and personnel at the site to be contacted in the event of emergencies at the site which may occur during non-working hours.

#### 9. PUBLIC 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 site/facility shall be maintained by proper scheduling of work. Access shall be maintained to the site, unless approved in writing by the Project Director or otherwise dictated by the bidding documents. Necessary access for fire apparatus and other emergency vehicles shall be maintained at all times.

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.

#### 10. CONSTRUCTION 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 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.
- B. Any safety or potential criminal incident on the Construction site under the direction of the Contractor shall be reported to the appropriate response agency. The Contractor shall, within 24 hours, submit a written report of the incident to the Project Director.

#### 11. SUBCONTRACTORS:

Any subcontractor assigned to this project must be submitted for City Approval, including name, address, experience, and Tax ID.

The Contractor shall be responsible for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

## 12. PERSONNEL

- A. Worker Parking will be in areas designated by the Project Director. Owners of vehicles parked in unauthorized areas will be warned once, then subject to being towed at their expense. Limited trade vehicles will be allowed to park adjacent to the Project Site. Vehicles shall not be driven on or parked over tree roots, lawns, or plantings.
- B. ALCOHOLIC BEVERAGES, MARIJUANA, TOBACCO: Shall not be brought to or consumed on the project site by Contractors or Subcontractors and their personnel. Intoxicated personnel will not be permitted on the premises.

## 13. PERMITS

Prior to commencement of work, the Contractor shall be responsible for obtaining all necessary permits. The Contractor is responsible for the cost of permits.

## 14. SIGNAGE

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

## 15. COOPERATION BY CONTRACTOR

Attention is directed to the provisions relating to rights of public departments and municipal departments (such as, but not excluding Engineering, Public Services, Electrical) to enter and the site and alter, replace, and/or install facilities at some time when the Contractor will be prosecuting other required work contiguous thereto.

## 16. 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 Project Director. The Contractor shall be responsible for the cost of any and all electrical inspections.

## 17. NOTIFICATION 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 Project Director.

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 their work.

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

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

## 18. SANITARY REGULATIONS

The Contract **is not** allowed to use the sanitary facilities at the site.

- A. If the Contractor is allowed to use the sanitary facilities, then they must use the ones designated by the Project Director and shall be responsible for any damage or excess cleaning required.
- B. If the Contractor must provide their own arrangements for off-site facilities or provide their own on site, the following applies:
  - 1. 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 to adequately service the number of employees on site.
  - 2. The 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 City property, or any adjacent property.

## 19. 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 City 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.

## 20. 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.

## 21. MATERIAL REMOVED AND STACKED

The Contractor shall carefully remove and store all City owned materials at a site designated on the project by the Project Director.

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 the project and not needed for use on the project, as determined by the Project 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.

## 22. HAZARDOUS MATERIALS

The Contractor shall be responsible for the proper handling and disposal of the following hazardous waste:

- There is no known hazardous waste.

Handling and disposal shall be pursuant to all local, state, and federal laws and regulations. The Contractor shall be provided any manifests or other documentation related to hazardous waste handling and disposal.

If the Contractor finds, during the course of their work, any potential hazardous or other contaminated waste that is not listed above, he/she/shall immediately notify the Project Director.

## 23. SUSTAINABLE REQUIREMENTS

As applicable, all products shall be (unless otherwise specified by the designer):

- A. Capable of receiving any applicable utility incentives and/or 20% better than the energy code.
- B. Energy Star
- C. All coatings, as possible, should meet the California Air Resources Board regulations, including no or low VOC.
- D. No products shall be specified that contain mercury, unless no substitute can be found.

## 24. SITE INVESTIGATION

The Contractor acknowledges that he/she/she is satisfied 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 himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The City assumes no responsibility for any conclusion or interpretation

made by the Contractor is further directed to make any and all questions known to the Project Director.

The Project Director or Designee will visit the site at intervals appropriate to the stage of construction to be familiarized generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Project Director or Designee will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The City shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the City may perform its functions under the Contract Documents.

## 25. 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 Project Director or Designee.
- B. As soon as possible after execution of the AGREEMENT, if requested by the Owner, the Contractor shall submit to the Project 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 also submit data in sufficient detail to enable the City 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 proposed for incorporation into the Work in sufficient detail to enable the City to identify and evaluate the particular product and to determine whether it conforms to the Contract requirements..
- C. Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor. If the Owner finds defective materials and/or equipment, these shall be removed immediately from the site of the Work.
- D. Material Samples (applicable if provide in the bid documents)- If the Project Director so requires, either prior to or after commencement of the Work, the Contractor shall submit samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the Specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped by the Contractor as directed. The Contractor shall furnish suitable molds for making concrete test cylinders. Except as otherwise expressly specified, the City shall make arrangements for, and pay for, the tests.

- 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 Engineer 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.
- 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 Contractor takes sole responsibility for corrections if they fail to comply with these provisions.
- 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.
- When required, the Contractor shall furnish to the Director a sworn copy of the manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.
- After review of the samples, data, etc. the materials and equipment used on the Work shall in all respects conform therewith.

## 26. TRASH AND DEBRIS

Trash and construction debris shall not be allowed to accumulate on the site. Contractor shall remove debris no less than once a week. Debris shall be covered at the end of each day. Municipal trash receptors shall not be used for any disposal.

## 27. SALES TAX EXEMPTION

All materials and items which will be incorporated into the project, and which will become the property of the City upon completion of said project, will be exempt from the Massachusetts Sales Tax, in accordance with, and subject to the provisions of, M.G.L. Chapter 64H, Section 6(f). The City's Sales Tax Exemption Number is 04-60011413 and shall be utilized when ordering materials for the project.

## 28. FINAL SUBMITTALS & TURNOVER

The Contractor/Designer shall submit **xxx** copies (minimum of 3, 2 hard & 1 electronic) of the relevant information

- Warranties, Installation, and/or Product Manuals. Minimum of 1 year labor and product.
  - **Xxxx Fill in required min. warranties, if known, for major equipment/products.**
- As-Built: Final as-builts or schedules will be provided to the City.
- MSDS and other Relevant Product Information Sheets
- Any Commissioning or other testing reports.
- Any documentation needed for grants, utility incentives, or other funding sources.

- Preventative Maintenance Schedule for any equipment/system requiring regular maintenance)

The Project Director will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Project Director's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

## 29. FINAL CLEANUP

Before acceptance by the City, 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 Project Director.

END OF SECTION