

CITY OF NEWPORT, RHODE ISLAND
PURCHASING DIVISION
NOTICE TO BIDDERS

ADDENDUM NO. 2
BID #13-063

This Addendum No.2 addresses issues resulting from the pre-bid meeting conducted on March 21, 2013. Addendum No. 1 was the clarification of the pre-bid meeting and bid opening dates. The bidder shall replace pages 7-12 of the original bid document and replace them with the attached pages, 7(R-1) – 12(R-1).

A. Clarifications

The following revisions have been made to the scope-of-work. The revised pages are attached.

Building A

1. The water heater for sinks and showers shall be an 80 gallon electrical hot water tank installed 24 inches above the finished floor.
2. The existing floor drain shall be cleaned out and recapped with a new drain cover.

Building B

1. The basement fire alarm system shall be replaced including fire alarm equipment per code.
2. The doorway enclosures shall be constructed out of material that is not susceptible to moisture, i.e. non-wood.
3. The City has eliminated references to the preventive maintenance associated with the elevator.

Building C

Repair the walls abutting each side of **ALL** large overhead carousel garage doors on the second floor.

- See included conceptual sketch in the Appendix
- The unisex toilet room and one shower room shall be fully ADA compliant
- The scope shall include all plumbing, electrical and mechanical work associated with these facilities
- Hot water shall be provided by an 80 gallon electrical hot water heater installed 24 inches above the finished floor /heater.
- All new walls shall be constructed with masonry in character with the existing block walls.
- All new masonry shall be structurally pinned to the floor and adjacent walls to prevent movement and damage from future flood events.
- Shower enclosures shall be durable one piece units designed and to require minimum maintenance.
- Shower rooms and unisex restroom shall include visual alarms in compliance with the fire code.
- Tie in drain system to existing PVC vent pipe in the ceiling of the locker room

Foot Wash & Utility Sink

- See included conceptual sketch in the Appendix for approximate locations
- Reinstall existing foot wash basin including hot / cold first faucet suitable for first aid
- Provide and install a utility sink with hot/ cold water
- Note the existing drain line and water line servicing the 2nd floor food concession must be kept operational

Concrete Floors, Support Post & Masonry

- Repair, level and repair all concrete floors as need
- Seal existing drains per code that serviced original toilet room / foot bath and repair concrete floor in kind
- Prepare and paint concrete floors with approved two part epoxy floor paint per manufacturer instructions in color approved by City of Newport
- Enclose one existing interior doorway between the beach store and the first aid room with masonry in-kind with the adjacent walls
- Remove one existing interior window between the beach store and the locker room and enclose with masonry in-kind with the adjacent walls
- Cut, repair and paint one (1) steel support post that is free at the floor level in lifeguard locker room.
- The existing floor drain shall be cleaned out and recapped with a new drain cover.

Painting

The project shall include the preparation and painting of all new and existing interior walls, ceilings, and the steel joist system.

- All masonry shall be painted with “Dri-lock” system or approved alternative in accordance with manufacturer instructions.
- All loose paint shall be mechanically removed and the walls shall be cleaned of mold and dirt.
- All exposed metal with surface rust on the walls and steel joists shall be ground to bare metal and treated with a rust stabilizing primer prior to the painting of the walls.
- The overhead steel joists shall be spray painted with Sherwin Williams Zinc Rich primer and paint or equivalent per manufacturer instructions.
- Colors to be approved by the City of Newport.

Building B is a 12-sided two story building that contains the Save the Bay aquarium exhibit on the entire first floor and a partial basement. The second floor of this building is a large ballroom used for functions. The ground floor exterior walls and interior support walls are constructed of masonry blocks. This building requires the following repairs:

- Remove and replace in-kind two exterior (2) 6’ full glass aluminum double doors with casing and no divided lights
 - In locations where existing doors / windows are to be replaced and the existing openings are framed with wood, the material shall be replaced with masonry that is in-kind with the surrounding masonry. No wood, dry wall or other material susceptible to water damage shall be utilized.
- Remove and replace two (2) double six lite interior wooden doors located on the interior circular walkway around the Save the Bay Aquarium in kind with the existing wooden doors closest to the elevator. Retain door frames and side light panels
- Replace broken glass in side light panels, caulk and paint as needed
- Remove and replace one (1) interior overhead door including tracks with new aluminum door in kind with the exterior overhead doors. It shall be powder coated white with glass panels and one solid lower panel.
- Remove and replace basement lighting including all conduits per lighting specification listed under Building A
- The doorway enclosures shall be constructed out of material that is not susceptible to moisture, i.e. non-wood.
- The basement fire alarm system shall be replaced including fire alarm equipment per code.

Building C is an eight-sided building that contains the workshop for the maintenance staff on the first floor and the carousel on the second floor. This building is constructed of masonry block on the first floor and wood-frame construction on the second floor. The walls of the workshop area are constructed of CMU block masonry. The remaining first floor area is constructed with concrete columns supporting steel beams and truss joists for the second floor. This building requires the following repairs:

- Repair the walls abutting each side of **ALL** large overhead carousel garage doors on the second floor. These walls were shifted approximately up to 3 inches during the storm. Restore walls to original position, secure to prevent future movement and apply caulking at base of walls
- Remove and replace in-kind one (1) 6' full glass double-door with casings. **Note this door shall have divided lights** (entrance to carousel room)

3. **PROPOSAL**

Each proposal must be made upon forms contained herein. The proposal, as submitted, shall not be separated from the volume containing the other contract documents that are bound with it. The blank spaces in the proposal must be filled in correctly where indicated for each and every item, and the bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm, partnership, or corporation, the proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show also the post office address of the firm, partnership, or corporation.

4. **IRREGULAR PROPOSALS**

Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids, or irregularities of any kind. Bids which are considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item may be rejected.

5. **COMPETENCY OF BIDDERS**

Bidders shall be experienced in the kind of work to be performed and shall have the necessary equipment therefore and sufficient capital to properly execute the work within the time allowed. Bids received from bidders who previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that he has the necessary plant to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified. It also may be rejected if he is already obligated for the performance of other work that would delay the commencement, prosecution or completion of the work. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

6. CERTIFIED CHECK OR PROPOSAL BOND

Each bid must be accompanied by a certified check or proposal bond in the sum of five per cent (5%) of the amount of the bid, satisfactory to and payable to the order of the City. The proposal bond (or bonds) and the surety shall be licensed or have surplus line approval to do business in the state of Rhode Island. Such checks or bonds will be returned to all except the three lowest bidders within three (3) banking days after the formal opening of bids. The checks or bonds will be returned to the three lowest bidders within five (5) days after the execution of the Contract and the furnishing of the required security by the successful bidder.

7. PERFORMANCE AND PAYMENT BOND

The successful bidder, at the time of the execution of the contract, must deposit with the City a surety company bond (or bonds) for the satisfactory completion of the work and the payment of all debts pertaining to materials and labor used or employed in the execution of the contract, in an amount equal to the amount of the contract award. The form of the bond (or bonds) and the surety shall be licensed or have surplus line approval to do business in the State of Rhode Island.

Prior to payment of the final estimate, the Contractor shall furnish a certificate from his surety stating that the performance bond covers the one-year defective workmanship and materials guarantee period.

8. EXECUTION OF CONTRACT

The party to whom the Contract is awarded or his authorized representative will be required to execute the Contract within ten (10) days (not including Sunday) from the Notice to Proceed and, in case of his failure or neglect so to do, the City may, at its option, determine that the bidder has abandoned the Contract, and thereupon the proposal and acceptance shall be null and void, and the security accompanying the proposal shall be forfeited to the City.

9. CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Rhode Island as will protect himself, his sub-contractors, and the City from claims for bodily injury, death or property damage which may arise from operations under this contract. The Contractor shall not commence work under this contract until he has obtained all insurance required under this section and until he shall have filed the certificate of insurance or the certified copy of the insurance policy with the City. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the City of intention to cancel. The amounts of such insurance shall not be less than the following:

Workmen's Compensation and Employers' Liability Insurance shall be secured and maintained as required by the State of Rhode Island.

- (a) Public Liability, Bodily Injury, and Property Damage:
 - 1. Injury or death of one person: \$ 1,000,000

- 2. Injury to more than one person in a single accident: \$ 1,000,000
- 3. Property damage: \$ 1,000,000

(b) Automobile and Truck Public Liability, Bodily Injury and Property Damage:

- 1. Injury or death of one person: \$ 1,000,000
- 2. Injury to more than one person in a single accident: \$ 1,000,000
- 3. Property damage: \$ 1,000,000

10. RESPONSIBILITY OF CONTRACTOR

Attention is directed here particularly to the provisions of the Contract and Specifications whereby the Contractor shall be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur within one (1) year after its completion and acceptance. He shall indemnify and save harmless the City from any damages or costs to which it may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this Contract.

11. FAMILIARITY WITH THE WORK

Bidders are required to carefully examine all Contract drawings and specifications and to make a thorough investigation of conditions at the location of the proposed work. It is the obligation of the bidder to ascertain for himself all the facts concerning conditions to be found at the location of the project, including all physical characteristics above, on and below the surface of the ground, to consider fully these and all other matters which can, in any way, affect the work under this Contract and to make necessary investigations relating thereto, and he agrees to this responsibility with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he will make no claim for, and has no right to, additional payment or extension of time for completion of the work or any other concession because of any misinterpretation or misunderstanding on his part of this Contract or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

12. INTERPRETATIONS

If any person contemplating submitting bids for the proposed work is in doubt as to the true meaning of any part of these proposed Contract documents, he may submit to the City a written request for an interpretation thereof. Any interpretation of such documents will be made only by addenda duly issued and a copy of each addendum will be mailed or delivered to each person receiving a set of said documents. The City will not be responsible for any other explanations or interpretations of such documents that anyone presumes to make on behalf of the City before expiration of the time set for the receipt of bids.

13. RIGHT TO REJECT

The City reserves the right to reject any or all proposals or to accept any bid deemed to be for its best interest.

14. WITHDRAWAL OF PROPOSALS

Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner.

15. ESTIMATE OF WORK

For bidding purposes, the work has been subdivided into the items identified within the proposal pages of this document. The quantities provided for the items are to be considered as approximate and are given solely for comparison of bids. The City does not expressly or by implication agree that the actual quantity shown for any item will correspond therewith and it reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary by the Director of Public Services.

16. TIME FOR COMPLETING WORK

The Contractor shall be required to reach substantial completion within 60 days of the City issuing a Notice to Proceed. **NOTE: the implementation schedule shall be used in determining the award of this contract.**

17. TAXES

The bidders' attention is directed to the fact that certain taxes, including Federal excise and/or Rhode Island Use Taxes are not applicable to City work. The City will execute exemption certificates for the materials and equipment used in the work.

18. WAGES

The attention of bidders is called to the requirements for compliance with the applicable provisions of Rhode Island General Laws, Chapter 37-12 and 37-13. The Department of Labor determines the customary and prevailing rate of wages paid to craftsmen, teamsters, and laborers in construction of public works by the State, and by Cities, towns, and by persons contracting therewith for such construction. The latest general wage decision as determined by State Law at the time of this project shall be implemented by the Contractor for this project. The Contractor is responsible for complying with all wage laws. Attached are sections 37-13-5, 37-13-6, and 37-13-7 of the General Laws of Rhode Island as required to be inserted by Section 37-13-9. Further information may be obtained from the Office of the Department of Labor, 220 Elmwood Avenue, Providence, Rhode Island.