



TOWN OF MARBLEHEAD  
**Recreation & Parks Department**



***Recreation and Parks Meeting Minutes***

**10-07-10**

**NOTE:** The following is a **summary** of matters submitted at a meeting of the Recreation and Parks Commission in accordance with M.G.L Chapter 39 and the Massachusetts Open Meeting Laws. Meetings are often recorded and tapes used as an aid.

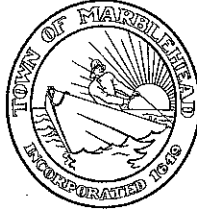
- 1) **Called to order:** 10-07-10 at 7:25 P.M.
- 2) **Attendance:**
  - a) Present (constituting a quorum): Chip, Sam, and Chuck.
  - b) Absent: Derek, Linda.
- 3) **Crocker Park Pier-head:**

1 bid received from North Shore Marine (attached). Discussion of references and scheduling of work. After discussion, **Motion** made and seconded (Chuck, Sam) to accept the bid as presented; all in favor. Brendan will coordinate with Becky Curran to ensure all contract issues and conditions are done per Town specifications.
- 4) **Other business:**
  - a) Brendan reports he is coordinating with Becky to get the Crocker Park Bathroom plans out to bid next week.
  - b) Sam inquired of any updates on the Stramski Pier project. The latest Brendan has heard from Harbors and Waters is the last appeal is still in court awaiting dismissal.
  - c) All other business tabled for next meeting.
- 5) **Timekeeping/Scheduling:**
  - a) 7:35 PM: Meeting adjourned.
  - b) Next meeting scheduled: Thursday October 19, 2010 at 7:30 PM in the Marblehead Community Center.

**Respectfully submitted: Ric Reynolds, Department Clerk**

*Attachments:*

- *Notice of meeting/agenda*
- *Bid form – North Shore Marine Inc.*



DATE POSTED:

Town Clerk Use Only

## **MEETING NOTICE & AGENDA**

POSTED IN ACCORDANCE WITH THE PROVISIONS OF MGL 30A §§18-25

### **Recreation & Parks Commission**

Name of Board/Committee

Address of Meeting: Community Center, 10 Humphrey St Room: Conference

Thursday  
Day of week

October  
Month

7  
Date

2010  
Year

7:30 PM  
Time

**Agenda or Topics to be discussed listed below** (That the chair reasonably anticipates will be discussed)

#### Old Business :

1. Crocker Park Pierhead bids

#### New Business

Next Meeting: October 19, 2010 7:30 p.m.

**THIS AGENDA IS SUBJECT TO CHANGE**

Chairperson Chip Osborne

Posted by: Brendan Egan

Date: October 5, 2010

North Shore Marine

BID FORM

This proposal is for **Repair of the Pierhead, Stairs & Hand Rails @ Crocker Park** in the Town of Marblehead, Massachusetts in accordance with specifications hereto attached.

The undersigned, as bidder, declares to the Town of Marblehead, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully and thoroughly examined the bidding requirements and all of the contract documents and that he understands and is familiar with all the requirements of same; and that he proposes and agrees, if his proposal is accepted, to contract with the Town of Marblehead, in the form of agreement hereto attached, per the attached specifications in accordance with the requirements of the contract documents and that he will take in full payment therefore the lump sum net price for:

**1. Repair of Crocker Park Pierhead, Stairs and Hand Rails**

LUMP SUM PRICE

\$ 36,950 (K)

\$ 0

Less Federal Taxes and  
Massachusetts State Tax

**TOTAL LUMP SUM PRICE**

\$ 36,950.00, please write below in words

Thirty Six thousand nine hundred & fifty dollars

(K)

The work will be performed as ordered within thirty (30) calendar days of the commencement of construction.

The undersigned, as bidder, further declares to the Town of Marblehead that:

1. His bid includes Addenda numbered \_\_\_ to \_\_\_ inclusive. Please note any qualifications to this bid with your proposal Thru Rev 4

2. Should his proposal be accepted and he fails to enter into a contract with the Town and provide the required contract performance security, he will forfeit his bid deposit.

NOTE: If bidder is a corporation, indicate state of incorporation under signature and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

Date: 10/5/10

North Shore Marine Inc  
Name of Bidder

1 Jefferson Ave  
Business Address

Salem MA 01978  
City and State Zip Code

\_\_\_\_\_  
Address for Communications, if different

\_\_\_\_\_  
City and State Zip Code

Kevin Pelletier  
Signed By:

Treasurer  
Title

Note: Bidder is to execute and submit with his bid the following documents:

1. Non-Collusion Affidavit of Bidder
2. State Tax Return Affidavit
3. Affirmative Action Affidavit
4. List of references (3)

NON-COLLUSION AFFIDAVIT OF BIDDER

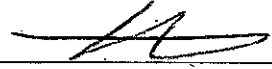
State of: MA

Fed: Ident. no.: 04 272 9115

County of: Essex

Kevin Pelleter being first duly sworn, deposes and says that:

1. He is (owner, partner, officer, representative or agent) of:  
North Shore Marine Inc.  
the Bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and all pertinent circumstances respecting such bid;
3. Such bid is genuine and not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or the fix any overhead, profit or cost or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Marblehead or any person interested in the proposed contract; and
5. The price quoted in the attached bid is fair and proper and is not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or of any of its agents, representatives, owners, employees, or parties in interest, including the affiant.

By:  Kevin Pelleter  
Treasurer  
(Title)

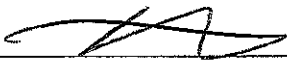
Subscribed and sworn to before me

this 5th day of October 20 10

(Title)  
My Commission expires:

STATE TAX RETURN AFFADAVIT  
CERTIFICATION OF COMPLIANCE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

  
\* Signature of individual or  
Corporate Name (Mandatory)

  
By: Corporate Officer  
(Mandatory, if applicable)

04 272 9115  
\*\* Social Security No. (Voluntary)  
or Federal Identification Number

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your social security tax I. D. number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. c. 62C s.49A.

CERTIFICATION OF COMPLIANCE

I certify under the penalties of perjury that I, to my best knowledge and belief, have am in compliance with the town of Marblehead's Affirmative Action policy regarding contractors.

North Shore Marine Inc

Signature of individual or

Corporate Name (Mandatory)



By: Corporate Officer

(Mandatory, if applicable)

LIST OF REFERENCES

Name: Dan Lynch Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_

Projects:

Name: Vine Associates Telephone: 978 465 1428  
Address: David Smith

Projects:

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_

Projects:



## GENERAL CONDITIONS

### 1. Performance security

In Accordance with the bylaws of the Town of Marblehead, every contract exceeding the sum of ten thousand dollars, except contracts for the purchase of motor vehicles not exceeding fifty thousand dollars, shall be accompanied by security in the form of a bond issued by a surety satisfactory to the town or certified check, conditioned upon the faithful performance of the same. Such performance security shall be in the amount of 100% of the contract price.

### 2. Amendment of chapter 1-6 of town by-laws

Attention is called to Chapter 1-6 of the by-laws of the Town of Marblehead, sections 1-6-106, a copy of which is attached hereto, and said by-law must be complied with during the term of the contract.

### 3. Payments to contractor

Contractor shall submit an application for payment one the vehicle has been delivered in satisfactory condition in accordance with the contract documents and has been accepted by the Town of Marblehead. Payment is subject to appropriation and availability of funds.

### 4. Option to extend

The Town of Marblehead through its Recreation and Parks Commission retains the option to renew this contract at its expiration. This option may be exercised only in the sole discretion of the town and in no event shall the term of this contract, including all extensions and renewals, exceed ninety days.

### 5. Contradictions

In the event of contradictions between specifications and the drawing, the engineer or superintendent shall be immediately notified for resolving such with the contractor.

**Specification for renovation and replacement of existing pier head, stairs, railings and other appurtenant work described herein or shown on accompanying drawing**

For: Marblehead Recreation and Park Dept, Brendan Egan, superintendent  
10 Humphrey St, Marblehead, MA 01945

**SCOPE OF WORK** : The work is composed of the below and specific items and is generally described as follows .

The contractor shall renovate and reconstruct the existing float ramp anchor bracket (re-galvanizing or replacing, if required shall be done by the Town of Marblehead). Chip or hammer the existing concrete back to dense concrete to the satisfaction of Town or designated representative, form and cover / embed the old dense concrete with a reinforced dense 5000 psi or approved waterfront mix. to a depth of cover not less than 6 inches . The contractor shall install suitable inserts or anchors and supply and install handrails that match existing handrails on the site All material and workmanship shall meet the requirements of the present Massachusetts State Building Code 7th Edition Differences between items , specifications, and or drawings shall be brought to the immediate attention of the superintendent or engineer

**DEMOLITION AND DEBRIS**

The contractor shall provide suitable temporary tarps, covers , scaffolding etc to contain and dispose of debris as per "order of Conditions", signed August 6, 2009 by the Town of Marblehead , Conservation Commission , a copy of which, dated is made a part of this specification. Concrete debris removal shall be removed daily from the site. Existing concrete shall be removed to dense concrete to allow a minimum cover of 6 inches on old concrete and 3 inches on epoxy coated reinforcement as approved by the engineer and treated with a bonding agent such as "WELDABOND" or equal

**DOWELS, ANCHOR BOLTS and REINFORCING BARS IN PIERHEAD**

Dowels ( 1 " minimum ) shall be inserted in the prepared concrete at no less than 24 " on center and shall be embedded 12 " minimum into old concrete and grouted with suitable non Portland cement grout such as "Master Builders", " EMBACO" or equal. The same grout shall be used to re-secure the existing ramp bracket to the new concrete.

New stainless or galvanized anchor bolts at the ramp attachment bracket shall be of the same size or larger shall be installed in the new concrete and embedded 30 diameters or 20 diameters where attached to new reinforcing steel The bracket shall be removed and inspected prior to demolition of the concrete to allow time for re-galvanizing or replacement by the town if required and so as to not cause a delay in the contract All reinforcing shall be epoxy coated #4 except in areas where smaller bars may be used to make suitable bends for stair nosing's etc. It is not anticipated that

reinforcing mats or welded wire will be used. In general spacing shall be 12 on center and 6 inches on stair faces and nosings. No metal stair nosings are included. All reinforcement shall have a minimum of 3 inches of cover on exposed surfaces

**Specification to renovate / rebuild stairs to pier head, repair handrails, including inserts / bolts, as described herein or shown on accompanying drawing**

**SCOPE OF WORK:** The work is composed of the below and specific items and is generally described as follows .

The contractor shall renovate and reconstruct the existing stairs and repair handrails to match existing handrails on the site and install suitable inserts / anchors. All material and workmanship shall meet the requirements of the present Massachusetts State Building Code 7th Edition Differences between items , specifications , and or drawings shall be brought to the immediate attention of the superintendent or engineer

**DEMOLITION AND DEBRIS**

The contractor shall provide suitable temporary tarps , covers , scaffolding etc to contain and dispose of debris as per " order of Conditions", signed August 6, 2009 by the Town of Marblehead , Conservation Commission , a copy of which, dated is made a part of this specification. Concrete debris removal shall be removed daily from the site. Existing concrete shall be removed to dense concrete to allow a minimum cover of 6 inches on old concrete and 3 inches on epoxy coated reinforcement as approved by the engineer and treated with a bonding agent such as "WELDABOND" or equal

**REINFORCED CONCRETE STAIRS**

Stairs /Concrete shall be a local " waterfront , sulfate resistant , air entrained 5000 psi mix as supplied by a local plant familiar with oceanfront applications . It is anticipated that pumping will be required. All droppings etc that are not in the form shall be removed from the site. NO WASHOUT of mix trucks, pumps, cranes or related equipment used shall be allowed on the site.

All exposed concrete shall be " stone rubbed with a mixture of Portland Cement and water , no voids or " honeycombing" shall be allowed

**DOWELS, ANCHOR BOLTS and REINFORCING BARS IN STAIR REPLACEMENT**

Dowels ( 1 " minimum ) shall be inserted in the prepared concrete at no less than 24 " on center and shall be embedded 12 " minimum into old concrete and grouted with suitable non Portland cement grout such as "Mater Builders" , " EMBACO" or equal. All reinforcing shall be epoxy coated #4 except in areas where smaller bars may be used to make suitable bends for stair nosing's etc. It is not anticipated that reinforcing mats or welded wire will be used except in landings and walkways In general spacing shall be 12 on center and 6 inches on stair faces and nosings. No metal stair nosings are included.

All reinforcement shall have a minimum of 3 inches of cover on exposed surfaces

#### REPAIRS TO GUARD AND HANDRAILS AT CROCKER PARK

All repairs to railings are to match existing components on the site in size, color, texture and material, and be installed with suitable inserts or anchors. Handrails on stairs should be at a height of 36" vertical clearance above tread nosing, guardrails along landing areas must be at least 42" in height and have intermediate rail bars as indicated on the engineering plan.

#### STANDARDS DRAWINGS AND APPLICABLE CODES

The following specifications and codes shall in all instances apply:

- ACI. American Concrete Institute
- CRSI Concrete Reinforcement Steel Institute
- Mass Building Code 7<sup>th</sup> Edition
- OSHA and applicable Codes of Safety
- All Town of Marblehead, Contract documents, wage rates, payment schedules etc that are a part of this contract and Town of Marblehead general conditions
- Marblehead Conservation Commission, Order of Conditions
- Drawing: The attached drawing entitled. "Town of Marblehead, Crocker Park, Proposed Stairs, Landing, Walkway and Handrail Renovations and Repairs, prepared for Marblehead Park and Recreation Dept, Lynch, Engineers, 29 Commercial St, Marblehead, Ma" is hereby a part of this contract

Engineer or Town approval shall mean the Town of Marblehead, the Recreation and Park Dept, Superintendent, the engineer or their designated representatives