



SOUTH PORTLAND SCHOOL DEPARTMENT Bid #09-15

Invitation to Bid

Multi-Year Environmental Hazards Contract

Sealed bids for a three-year, annually renewable contract with the South Portland School District for a variety of asbestos abatement, indoor air quality services, PCB remediation, and associated testing and project management work, as described below, in the Specifications and Proposal, will be received by the City Purchasing Agent, Room 105, City Hall, 25 Cottage Road, South Portland, Maine until 2:30 P.M., Thursday, October 30, 2014, at which time they will be publicly opened and read aloud. Proposals received after that date and time will not be accepted.

Bids shall be submitted on the attached form in sealed envelopes, plainly marked "Bid #09-15 Multi-Year Asbestos Environmental Hazards Contract" and shall be addressed to the purchasing agent at the above address.

No guarantee is offered as to the quantity of work to be done during the award period.

The successful bidder will be required to sign a standard City contract and provide a certificate of insurance for public liability, property damage, and worker's compensation coverage as stipulated in said contract.

This proposal, if accepted, shall become a contract and shall remain in effect during the period stated herein unless terminated at the request of the City of South Portland upon 30 days written notice, or immediately "for cause."

In the event that the successful bidder to whom the bid has been awarded should fail to do this work promptly and according to the specifications and prices of this bid, the City reserves the right to cancel the award to this bidder and obtain this work elsewhere.

The term of the contract resulting from this bid shall be for a three years beginning on the date of contract signature and ending on June 30, 2017. The City of South Portland reserves the right to extend the contract as it expires a year at a time up to and including a total of three years if mutually agreeable and the successful bidder agrees to the same terms and prices.

Each bid must be accompanied by a deposit of \$1,000.00. This may be a properly certified check, bank treasurer's check, bank cashier's check, bank money order, cash or a bid bond. Checks and money orders shall be made payable to the City of South Portland and will be deposited in its account. Such deposits will be returned to the bidders within a reasonable time after signing of contract.

Each bid must also be accompanied by an insurance certificate for public liability, property damage and worker's compensation. If the successful bidder fails to sign and return the contract and performance bond within 14 days after notification by the City that it is ready for signature, his/her bid will lapse at the election of the City and his bid deposit shall be forfeited and retained by the City as an agreed amount of liquidated damages. Should any bidder withdraw his/her bid prior to contract signing, his deposit will be retained by the City as an agreed amount of liquidated damages.

The successful bidder will be required to sign a standard City contract and provide a performance bond in the amount of \$25,000.00.



SOUTH PORTLAND SCHOOL DEPARTMENT Bid #09-15

Invitation to Bid

Multi-Year Environmental Hazards Contract

If your business is a foreign corporation, limited liability company, limited partnership and or limited liability partnership, you must include with your bid, proof from the Maine Secretary of State's office that you are qualified to do business in the State of Maine.

It is the custom of the City of South Portland to pay its bills within 20 to 30 days following completion of work and receipt of bills for all work covered by the contract. In submitting bids under attached specifications bidders should take into consideration all discounts, both trade and time, allowed in accordance with the above payment policy. All bidders should quote net prices, therefore, exclusive of all Federal Excise Taxes.

The City of South Portland reserves the right to waive all informalities in bids, to accept any bid, or any portion thereof, or to reject any or all bids should it be deemed in its best interest to do so. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the City's purchasing ordinance.

Questions regarding this bid should be directed to Russ Brigham, Director of Buildings and Grounds at 871-0565 Ext. 485.

Colleen C. Selberg
Purchasing Agent



SOUTH PORTLAND SCHOOL DEPARTMENT Bid #09-15

Invitation to Bid

Multi-Year Environmental Hazards Contract

WORK SPECIFICATIONS

SCOPE: The nine buildings in the school district with three of them containing known asbestos containing material (ACM) in flooring and other identified building components. Similarly, some of them will develop Indoor Air Quality (IAQ) or have PCBs, lead and other hazards that will need to be tested, encapsulated, and/or removed in part or in whole. The successful contractor will be required to provide a number of services that include but not limited to the following:

1. Review, analysis, and estimating of work that arises at no cost to the school district.
2. Testing of material, air, water, etc. as needed.
3. All types of ACM investigation, identification of type and other hazards, plan development, and remediation management. Including 6 month surveillance and 3 year review and reporting.
4. Indoor Air Quality investigation, identification of mold spores and other hazards, plan development, and remediation management.
5. PCB investigation, identification, plan development, and remediation management.
6. Work plan for each job with proper required state and federal notifications and reporting for each job.

Compliance & Proper protection – All work and labor must comply with current local, state, and federal regulations for abatement of asbestos in schools and similarly for all other hazards that are found. All surrounding people, items and building components must be properly and adequately be protected, from accidental damage and environmental elements.

Warranty - Material and workmanship shall be warranted for a minimum of one year from completion. When work includes complete removal of hazardous substance than contractor will guarantee any required follow up if substance is found after completion of original project.

Any requested asbestos abatement, PCB, Lead, mold, etc., work will first be reviewed by the contractor and a Job Cost with Schedule will be provided. Each Job cost will include the following items as a minimum:

Estimated start/end dates

Number and type of Equipment to be used

Number and type of people to be working and number of hours for each

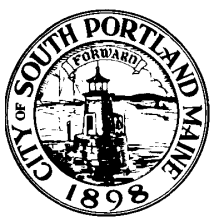
Purchase & marked up cost of any equipment, services, and materials that must be used to complete the work.

SCHEDULING: Available start date of work shall be the date of signature. All work as described above in scope of work shall be scheduled with the maintenance department and the building to have work completed. All work shall be cost at regular time unless otherwise agreed upon prior to work commencing.

DAMAGE ASSESSMENT: All damage to school property by contractor shall be repaired by the contractor. Prior to the commencement of work, the contractor will meet with the Director of Building and Grounds or designee to perform a property inspection. Any property damage or issues will be noted, and a report will be generated. A copy will be provided to the contractor, the Business Manager and the Director of Building and Grounds. After the work has been completed, the contractor or contractor's representative shall meet with the Director of Buildings and Grounds or designee to survey the same property for any related damage. Repairs must be completed prior to work acceptance and submittal of final invoice, unless contractor and the Director have agreed on another completion schedule.

PENALTY: Should contractor fail to perform services in accordance with this contract the City may choose to complete this work, and charges for such work completion shall be charged to the contractor and said charges may be deducted from payments to contractor under the agreement.

INSURANCE: A liability insurance policy protecting the South Portland School Department against claim for damages because of bodily injury, including death and property damage which may arise as a result of



SOUTH PORTLAND SCHOOL DEPARTMENT Bid #09-15

Invitation to Bid

Multi-Year Environmental Hazards Contract

and/or during operations by the subcontractor, or any subcontractor either directly or indirectly employed by the contractor, shall be carried by the successful bidder. The School Department disclaims responsibilities for damages of all kinds.

PROPOSAL

The UNDERSIGNED hereby proposes to furnish the supporting documentation, costs/rates, and company history of similar work at school buildings in the Northeast for the qualified labor, equipment, testing, analysis, planning and management for all environmental hazards identified above to the City of South Portland School Department for a period of three years beginning on the date of contractor signature in accordance with the attached Invitation to Bid, the attached Work Specifications, and at the following prices:

Bid Unit Costs

<u>Personnel</u>	<u>\$/Hr</u>	<u>Equipment</u>	<u>\$/Unit</u>
Job Foreman	_____	Lift (scissors, etc.)	_____
Crew Leader	_____	Negative Air machine	_____
Driver	_____	Compressor	_____
Laborer	_____	Scaffold	_____
Designer/planner	_____	Air pumps:	_____
Lab technician	_____	Other Equipment 1:	_____
Project Mgr/Lead	_____	Note: Units should be listed next to cost.	

Other costs not listed – Please describe and provide costs for components of other services **not** listed above, such as sample taking and identification (may provide a separate sheet showing requested rates/prices).

Date: _____

Bidder: _____
(Corporation, Firm or Company)

By: _____
(Officer, Authorized Individual or Owner)

Print Name: _____

Title: _____

Mailing Address: _____

Zip Code _____ DATE: _____

Telephone: _____ Fax: _____

E-Mail: _____

NOTE: Bids must bear the handwritten signature of a duly authorized member or employee of the Organization making the bid. Bid must include \$1,000 deposit or bid bond as specified in the bid invitation. Sealed bids are due as provided in the bid invitation.



SOUTH PORTLAND SCHOOL DEPARTMENT Bid #09-15

Invitation to Bid

Multi-Year Environmental Hazards Contract

required in performing its services under this Agreement. Such personnel shall not be officers or employees of the **SCHOOLS**, nor have any contractual relationship with the **SCHOOLS**. **CONTRACTOR**'s Project Manager and alternate will be named hereunder _____, and shall not be changed without notice and approval of the **SCHOOLS**.

CONTRACTOR further agrees that consistent with its status as an independent contractor that its personnel will not hold themselves out to be, nor claim to be officers or employees of the **SCHOOLS** by reason of this Agreement.

5. STANDARD OF PERFORMANCE

CONTRACTOR shall be and remain, fully responsible to the **SCHOOLS** for technical completeness, sufficiency and accuracy of all professional services furnished by or under this Agreement and shall, without additional cost or fee to the **SCHOOLS**, correct and revise any errors or deficiencies in its performance and shall pay **SCHOOLS** for any loss, damages, or costs, including attorney's fees, resulting from **CONTRACTOR**'s breach of this Agreement or incurred by the **SCHOOLS** for the replacement or correction of any part of the work hereunder which is deficient, or defective.

SCHOOLS shall provide **CONTRACTOR** with prior written notice of any errors or deficiencies in its performance prior to replacement or correction of any work and prior to incurring any legal fees related thereto and shall give **CONTRACTOR** a reasonable time under the circumstances to correct said error or deficiency.

6. SCHOOLS REPRESENTATIVE

The CITY's Director of Buildings & Grounds, Russell J. Brigham, or his authorized designee, shall act as the CITY's representative in all dealings with the **CONTRACTOR**.

7. DOCUMENTS

SCHOOLS agrees to furnish or provide access to **CONTRACTOR** to any information or material in its possession that is relevant to **CONTRACTOR**'s performance hereunder and **SCHOOLS** staff will cooperate with **CONTRACTOR**. **CONTRACTOR** will not, without **SCHOOLS** written consent, disclose or permit disclosure, by any officer, employee, or agent or subcontractor of **CONTRACTOR**, of any information or material furnished or generated under this Agreement.

All documents and reports developed under this Agreement shall become the property of the **SCHOOLS** and be promptly delivered to the **SCHOOLS** upon request. All working papers shall be and remain the property of **CONTRACTOR** but **CONTRACTOR** shall make said work papers available to the **SCHOOLS** upon request and the **SCHOOLS** shall be provided copies of any or all working papers upon request.

CONTRACTOR shall be responsible for the protection and/or replacement of any work or material in its possession, including materials provided to them by the **SCHOOLS**.

8. INDEMNIFICATION

To the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless the **SCHOOLS** its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense and attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such

Mailing address: P.O. Box, 9422, South Portland, ME 04116-9422

Telephone (207) 767-3201 Fax (207) 767-7620

Page 6 of 9



SOUTH PORTLAND SCHOOL DEPARTMENT Bid #09-15

Invitation to Bid

Multi-Year Environmental Hazards Contract

claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act of omission of **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the **SCHOOLS** which otherwise exists. The extent of the indemnification provision shall not be limited for insurance in this Agreement.

9. INSURANCE

The **CONTRACTOR** shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been reasonably approved by the **SCHOOLS**, nor shall the **CONTRACTOR** allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and reasonably approved.

It is a requirement that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) Business Automobile Liability

The **CONTRACTOR** shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the **CONTRACTOR**, all sub-contractors and lower tier contractors. The **SCHOOLS** shall not be liable for physical loss or damage

to any owned, non-owned, leased, rented or hired automobile unless caused by **SCHOOL'S** negligence.

(c) Workers' Compensation Insurance

The **CONTRACTOR** shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

(d) Professional Liability



SOUTH PORTLAND SCHOOL DEPARTMENT Bid #09-15

Invitation to Bid

Multi-Year Environmental Hazards Contract

If the **CONTRACTOR** is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

- (e) **Certificates of Insurance** of the types and in the amounts required shall be delivered to the **SCHOOLS** prior to the commencement of any work by the **CONTRACTOR**
- (f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the **SCHOOLS** of cancellation, non-renewal or material change in coverage or form.
- (g) It is a requirement that the **SCHOOLS** be named as an Additional Insured on the General Liability and Automobile Liability policies.
- (h) The **CONTRACTOR** and his surety shall indemnify and save harmless the **SCHOOLS**, his officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said **CONTRACTOR**; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said **CONTRACTOR**; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree.
- (i) **Waiver of Subrogation**
Payment of any claim or suit or any insurance company on behalf of the **SCHOOLS** shall not constitute a waiver of subrogation against the **CONTRACTOR**, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the **CONTRACTOR**, any sub-contractors or lower tier contractors.

10. TERMINATION

The **SCHOOLS** may terminate this Agreement for cause by written notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.

The **SCHOOLS** shall have the right to terminate this Agreement at any time for its convenience on prior written notice to **CONTRACTOR**. If Agreement is terminated by the **SCHOOLS** for convenience, the **SCHOOLS** shall pay the **CONTRACTOR** for all work performed pursuant to this Agreement prior to receipt of such notice.

11. NO ASSIGNMENT:

Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the **CONTRACTOR** assign any moneys due or to become due to it hereunder, without the previous written consent of the **SCHOOLS**.

12. NON-WAIVER

Mailing address: P.O. Box, 9422, South Portland, ME 04116-9422
Telephone (207) 767-3201 Fax (207) 767-7620



SOUTH PORTLAND SCHOOL DEPARTMENT Bid #09-15

Invitation to Bid

Multi-Year Environmental Hazards Contract

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any condition, the covenant, or section shall not render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

13. NOTICE

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

CONTRACTOR:

CITY: South Portland School District
25 Cottage Road
PO Box 9422
South Portland, ME 04116-9422
Attn: Suzanne Godin
Superintendent of Schools

13. COMPLIANCE WITH LAW

In its performance under this Agreement, **CONTRACTOR** will comply with all applicable federal, State of Maine, and local laws, including but not limited to all laws prohibiting discrimination in employment on the basis of race, color, religion, national origin, mental or physical handicap, age or gender or sexual orientation.

This Agreement shall be construed under the laws of the State of Maine.

IN WITNESS WHEREOF, the **SOUTH PORTLAND SCHOOL DISTRICT** has caused this Agreement to be signed by Suzanne Godin, it's Superintendent of Schools, thereunto duly authorized, and _____ has caused this Agreement to be signed by _____, it's _____, thereunto duly authorized, the day and date first above written.

SOUTH PORTLAND SCHOOL DISTRICT

BY: _____ BY: _____
Witness

CONTRACTOR

BY: _____ BY: _____
Witness