



INVITATION TO BID

FINANCE DEPARTMENT

GREGORY N. L'HEUREUX
Finance Director

KRISTIE BRADBURY
Deputy Finance Director

COLLEEN C. SELBERG
Purchasing Agent

BID #33-16

RECONSTRUCTION OF RETAINING WALL

Sealed bids for the Reconstruction of the retaining wall in front of the South Portland Public Safety Building for the City of South Portland as listed on the attached proposal will be received by the City Purchasing Agent, Room 105, City Hall, 25 Cottage Road, South Portland, Maine, 04106 until **2:00 P.M., Thursday, April 28, 2016**, at which time they will be read aloud. Proposals received after the above stated day and time will not be considered.

Bids shall be submitted on the attached form in sealed envelopes plainly marked "Bid #33-16 Retaining Wall" and shall be addressed to the Purchasing Agent at the above address. The project will be bid as a single project to include a lump sum bid price. The basis of the award will be the lowest responsive bid. The City intends to begin construction of the project as soon as possible. The Contractor shall prosecute the work continuously until completion.

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the work to be performed including all addenda. The failure or omission of any bidder to examine the site or to receive any form, instrument, or documents shall in no way relieve any bidder from any obligation in respect to the bid.

The Contractor shall make the Bid from their own examinations and estimates, and shall not hold the City, its agents, employees or independent Engineer or agents hired by the City, responsible for or bound by any schedule. If any error in the work to be performed or direction, relating to anything to be done under this Contract, comes to bidder's knowledge, the bidder should report it at once to the City.

All materials used in the construction that becomes a permanent part of the facility are exempt from the Maine State Sales Tax. The Contractor must comply with the regulations of the Bureau of Taxation.

Questions regarding the work specifications or to make arrangements to visit the site, may be directed to Amy Berry, Deputy Police Chief, at 799-5514 ext. 7231.

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."

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.

Colleen C. Selberg
Purchasing Agent

WORK TO BE PERFORMED

Disassembly of the existing 55 feet of retaining wall at the southern end of the parking lot and disassembly of the 42 feet of retaining wall on the southern side of the southern entrance of the parking lot. The existing soil behind the wall (approximately five to six feet) shall be removed and replaced with free draining fill. The free draining fill may include crushed stone and underdrain pipe. The retaining wall will be reassembled with the addition of geotextile reinforcing grid. All disturbed areas will be revegetated.

PROPOSAL

The UNDERSIGNED hereby proposes to perform the work described above for Reconstruction of Retaining Wall for the City of South Portland in accordance with the attached Invitation to Bid and at the price specified:

Total Contract Price \$ _____

Guarantee of Labor, Materials & Equipment: _____

Number of working days after signing contract before work is to start: _____

Number of working days for work to be completed after starting: _____

Signed: _____
(Corporation, Firm or Company)

By: _____
(Officer, Authorized Individual or Owner)

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.

CITY OF SOUTH PORTLAND

RECONSTRUCTION OF RETAINING WALL

BID # 33-16

AGREEMENT

THIS AGREEMENT is made this ___ day of _____ 2016, by and between the CITY OF SOUTH PORTLAND, a municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland, State of Maine (hereinafter "CITY"), and **VENDOR** of CITY, Maine (hereinafter "CONTRACTOR").

WITNESSED:

In consideration of the mutual covenants and conditions contained herein, the CITY and the CONTRACTOR agree as follows:

SPECIFICATIONS:

1. The CONTRACTOR shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications entitled, "Bid #33-16 Reconstruction of Retaining Wall" which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement and the attached documents entitled Invitation to Bid, Information For Bidders, Bid, General Conditions, Technical Specifications, and all Addendum, except to the extent any provision within said documents may conflict with this Agreement, in return for payment as provided herein.

COMPLETION DATE:

2. The work to be performed under this Agreement shall be completed within 60 days after the Notice to Commence Work.

3. The CITY shall pay the CONTRACTOR for the performance of the agreement the Unit Price or Lump Sum stipulated in the Bid to be paid as provided in Section 15 herein.

PERFORMANCE BOND:

4. The CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and labor and material payment bond each in the amount of **N/A** executed by a surety company satisfactory to the City, guaranteeing the performance and payment by the CONTRACTOR.

GUARANTEE:

5. The CONTRACTOR shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the CITY'S written acceptance of the project or issuance of the Certificate of Substantial Completion.

PERMITS AND LICENSES:

6. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR.

CITY'S RIGHT TO TERMINATE CONTRACT:

7. If the CONTRACTOR should be adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CITY, when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and CONTRACTOR'S surety, ten (10) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY.

CONTRACTOR'S LIABILITY INSURANCE:

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

(a) Worker's Compensation Insurance- The CONTRACTOR shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for all of its employees at the site of the project and, in case any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work

under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide for the protection of their employees not otherwise protected.

(b) Public Liability and Property Damage Insurance- The CONTRACTOR shall take out and maintain during the life of the Agreement such public liability and property damage insurance as shall protect it, any subcontractor performing work covered by this Agreement, and the CITY from claims and damages which may arise from operations under this Agreement, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by them.

DAMAGES:

9. The CONTRACTOR shall defend, indemnify and save harmless the CITY and all persons acting for or in behalf of it against all claims for injuries, (including death), loss or damage, arising out of the performance of this contract.

LIENS:

10. Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the CITY a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge of information the releases and receipts include all the labor and material for which a lien could be filed, but the CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the CITY to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the CITY all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ASSIGNMENT:

11. 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 CITY.

SUBCONTRACTS:

12. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the CITY. The CONTRACTOR agrees that it is as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

USE OF PREMISES:

13. The CONTRACTOR shall confine its apparatus; the storage of materials and the operation of its workers to limits indicated by law, ordinances and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the CITY may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR enter in and make use of such completed parts of the project. Such occupancy shall in no case be construed as an acceptance of any work or materials.

CLEANING UP:

14. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

PAYMENTS:

15. The CITY shall make payments on account of the Contract as provided therein as follows: each month 90% of the value, based on the amount of work completed. Once 50% of the contract price has been paid to the CONTRACTOR, the engineers may, at their discretion, reduce the retainage down from 10% to as low as 5%.

The CITY shall do payment on the amount of work completed within thirty (30) days upon receipt of the requisition.

Final payment shall be due sixty (60) days after completion of punch list items, provided the CONTRACTOR has submitted evidence satisfactory to the City that all material bills and other indebtedness connected with the Work has been paid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESS

CITY OF SOUTH PORTLAND

By:

Witness

James H. Gailey
City Manager

CONTRACTOR

By:

Witness

Title