



INVITATION TO BID

FINANCE DEPARTMENT

GREGORY N. L'HEUREUX
Finance Director

COLLEEN C. SELBERG
Purchasing Agent

Bid #17-21

CONCRETE FLOOR SEALING MUNICIPAL SERVICES FACILITY COVERED STORAGE GARAGE

Sealed bids for Concrete floor sealing at the Municipal Facility Building as specified in the Scope of Work document, will be received by the City Purchasing Agent, 25 Cottage Road, South Portland, Maine until 2:00 pm, Thursday, November 19, 2020, at which time they will be publicly opened and read aloud. Proposals received after that date and time will not be considered.

Bids shall be submitted on the attached bid form in sealed envelopes, plainly marked "Bid #17-21 Concrete Floor Sealing" and shall be addressed to the City Purchasing Agent. The City of South Portland will also accept signed bid documents in PDF digital format sent to the following email address, CSELBERG@southportland.org.

The successful bidder will be required to sign a standard City contract provide an insurance certificate for public liability, property damage and worker's compensation. If the successful bidder fails to sign and return the contract 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.

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.

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 Melissa Hutchins, Public Works Superintendent via email: mhutchins@southportland.org

Colleen C. Selberg
Purchasing Agent

City of South Portland
PUBLIC WORKS DEPARTMENT
Solicitation of Bids
CONCRETE FLOOR SEALING
MUNICIPAL SERVICES FACILITY COVERED STORAGE GARAGE

Purpose

The City of South Portland is seeking proposals from qualified contractors to wash and seal concrete flooring as well as remove corrosion and repair deteriorated concrete around the columns in the Municipal Services Facility Covered Storage Garage. This covered storage garage is approximately 150 ft. by 150 ft. and is used to store City vehicles and equipment.

The Municipal Services Facility is located at 929 Highland Ave, South Portland. To measure and view the covered storage garage prior to submitting a proposal, please set up an appointment with the Public Works Superintendent, Melissa Hutchins at 207-767-7637.

BID SPECIFICATIONS

Municipal Services Facility Covered Storage Garage

Scope of Work:

- Wash and seal concrete floor in the covered storage area
- Saw cut and demo out the deteriorated concrete around the perimeter of the columns
- Needle gun the lower 3” of the column to remove all corrosion
- Apply multiple coats of multi-purpose epoxy to columns
- Properly re-slope new concrete



BID PROPOSAL SHEET
CONCRETE FLOOR SEALING
MUNICIPAL SERVICES FACILITY COVERED STORAGE GARAGE

Total Contract Sum \$ _____

Signed: _____
(Corporation, Firm or Company)

By: _____
(Officer, Authorized Individual or Owner)

Title: _____

Mailing Address (including Zip Code):

Date: _____

Telephone: _____

Email: _____

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

CITY OF SOUTH PORTLAND

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the CITY OF SOUTH PORTLAND, a municipal corporation organized and existing under the laws of the State of Maine and located in the County of Cumberland, State of Maine (hereinafter "CITY"), and _____, whose mailing address is _____, EIN #__ - _____ (hereinafter "CONTRACTOR").

WITNESSETH:

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

SPECIFICATIONS:

The CONTRACTOR shall furnish all of the material and perform all of the work described in the work specifications entitled: **Bid #17-21 CONCRETE FLOOR SEALING MUNICIPAL SERVICES FACILITY COVERED STORAGE GARAGE**, a copy of which is attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement and the Specifications in return for payment as provided herein.

COMPLETION DATE:

2. The work to be performed under this Agreement shall be commenced on _____ and fully complete on or before _____.

CONTRACT PRICE:

3. The CITY shall pay the CONTRACTOR for the performance of the Agreement the sum of \$_____.

PERFORMANCE BOND:

4. The CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and a 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 its work against any defects in workmanship and materials for a period of one year from the date of performance of the work.

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 as 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 or 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 written notice of default or breach and a reasonable time to cure such default or breach as the circumstances reasonably warrant, terminate the employment of the CONTRACTOR 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 to the extent of the CONTRACTOR'S obligations under the Agreement. The CITY shall fully cooperate with the CONTRACTOR, its representatives and insurers on any claim.

CONTRACTOR'S LIABILITY INSURANCE:

8. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY. **It is a requirement that the "CITY OF SOUTH PORTLAND" specifically be named as an Additional Insured on the General Liability and Automobile Liability policies. "Certificate Holder" is hereby named as additional insured" is NOT acceptable.**

(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 CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

(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**

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 CITY prior to the commencement of any work by the CONTRACTOR, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.
- (f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.
- (g) The CITY shall be named as an Additional Insured on the General Liability and Automobile Liability policies to the extent of the CONTRACTOR'S obligations under the Agreement. The CITY shall fully cooperate with the CONTRACTOR, its representatives and insurers on any claim.
- (h) The CONTRACTOR shall defend, indemnify and hold harmless the CITY, its officers, agents 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 to the proportionate extent caused by 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, but only to the extent caused by negligent acts or omissions of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder; 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.

DAMAGES:

9. The CONTRACTOR shall defend, indemnify and hold 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 Agreement to the extent caused by the intentional misconduct or negligent acts or omissions of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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 or information the releases and receipts include all the labor and material for which a lien could be filed; but the CONTRACTOR may, if any SUB-CONTRACTOR 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 payment 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 this Agreement shall assign the Agreement or sublet it as a whole or in part 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 prior 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 operations of its workers to limits indicated by law, ordinance 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 use or 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. CONTRACTOR shall submit an itemized invoice for services performed under this Agreement showing hours spent, hourly rates and tasks performed. The CITY shall make payments within 30 days after receipt of invoice, as invoices are submitted for work completed to the satisfaction of the CITY.

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

CITY OF SOUTH PORTLAND

BY: _____
Witness

BY: _____
Scott T. Morelli
City Manager

BY: _____
Witness

BY: _____

Print Name: _____

Its: _____