



CITY OF SOUTH PORTLAND

Invitation to Bid

SPHS RENOVATION SIGNAGE PACKAGE

Sealed bids for PURCHASE AND INSTALLATION of the South Portland High School building signage for the City of South Portland, Maine as specified in the attached Drawings, will be received by the City Purchasing Agent, Room 105, City Hall, 25 Cottage Road, South Portland, Maine, 04106 until 2:00 P.M., Friday, July 1st, 2013, which time they will be publicly opened and read aloud. Proposals received after the above stated day and time will not be considered.

Bids shall be submitted on the attached bid form in sealed envelopes, plainly marked "Bid #03-14 SPHS Renovation Signage Package" and shall be addressed to the Purchasing Agent at the above address.

Questions regarding the work or specifications may be directed to Russ Brigham, Director of Buildings and Grounds, at (207) 871-0555 x 3016.

All drawings with material specifications are available through Russ Brigham, Director of Buildings & Grounds (207) 871-0555 x 3016 or (207) 415-3931 or PDF versions will be emailed to you with email request to brigharu@spsd.org. At the time of the opening of bids, **each bidder will be presumed to have read and to be thoroughly familiar with the Plans and Contract Documents 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 any Plan, Drawing, Specification 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.

A deposit of 5% of the amount bid must accompany each bid. This may be a properly certified check, bank treasurer's check, bank money order, cash, or a bid bond. Checks and money orders shall be made payable to the City of South Portland. Such deposits will be returned to bidders within a reasonable time after signing of the contract. Failure to provide a bid deposit with your proposal at the time of opening will result in rejection of bid proposal. No exception will be made.

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.

It is the custom of the City of South Portland to pay its bills within 20 to 30 days following delivery of and receipt of invoices for all items covered by the purchase order. In submitting bids under the 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, Maine 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 it's 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

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

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INFORMATION FOR CONTRACTORS

The City of South Portland, Maine (herein called the "City") invites Bids on the forms attached hereto, all blanks in which must be appropriately filled in.

The City may consider informal any Bid not prepared and submitted in accordance with the provisions hereof, and may waive any informality in, or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. No CONTRACTOR may withdraw a Bid within sixty (60) days after the actual date of the opening thereof.

PREPARATION OF BID

Bids must be submitted on the actual form of bid furnished herewith. All blank spaces for bid prices must be filled in, in ink, in figures, with the unit price for the item or the lump sum for which the Bid is made.

Bids shall contain no recapitulation of the work to be done. Each bidder is required to state in the Bid, the bidder's name and place of residence, the names of all persons interested with the bidder, also that it is made without any connection with any other person(s) making any Bid for the above work.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, the bidder's address, the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the Bid and marked as directed above must be enclosed in another envelope addressed as specified in the Bid form and preferably forwarded by "registered mail".

All drawings with material specifications are available through Russ Brigham, Director of Buildings & Grounds (207) 871-0555 x 3016 or (207) 415-3931 or PDF versions will be emailed to you with email request to brigharu@spsd.org. At the time of the opening of bids, **each bidder will be presumed to have read and to be thoroughly familiar with the Plans and Contract Documents 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 any Plan, Drawing, Specification 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.

QUALIFICATION OF BIDDERS

The City may make such investigation as it deems 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. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted. The City may require pre-qualification data from bidders unknown to it.

BID SECURITY

A deposit of 5% of the amount bid must accompany each bid. This may be a properly certified check, bank treasurer's check, bank money order, cash, or a bid bond. Checks and money orders shall be made payable to the City of South Portland. Such deposits will be returned to bidders within a reasonable time after signing of the contract. Failure to provide a bid deposit with your proposal at the time of opening will result in rejection of bid proposal. No exception will be made.

DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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If the successful bidder fails to sign and return the contract with the required certificate of insurance and performance bond within 14 calendar days after the date of the notice of award, their bid will lapse at the election of the City and the bid deposit shall be forfeited and retained by the City as an agreed amount of liquidated damages. Should any bidder withdraw their bid prior to contract signing, the City as an agreed amount of liquidated damages will retain their deposit.

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the City Purchasing Agent, City of South Portland, 25 Cottage Road, Maine 04106, and to be given consideration, must be received at least three (3) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be faxed to all known plan holders, at the respective addresses furnished for such purposes, not later than one (1) day prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents.

PERFORMANCE AND PAYMENT BONDS

If the contract price is \$10,000.00 or more, the successful bidder shall provide a performance bond and a labor and material payment bond each in the full amount of the bid. If the contract price is greater than \$1,000.00 but less than \$10,000.00, the Director of Finance shall require surety in such form and amount as he deems necessary.

AWARD OR REJECTION OF BIDS

The Contract will be awarded to the lowest responsible bidder complying with the conditions of the Invitation for Bids, provided their bid is reasonable and it is to the interest of the City to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City, however, reserves the right to reject any and all bids and to waive any informality in bids received, and to accept any bid whenever such rejection, waiver or acceptance is in the interest of the City. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not in a position to perform the Contract. To better ensure fair competition, and to permit a determination of the lowest bidder, the City at its discretion may reject bids obviously unbalanced.

EXEMPTION FROM SALES TAX

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.

TIME OF COMPLETION

The Contractor shall prosecute the work continuously until completion. The rate of progress shall be at least that shown on the Schedule of Progress, which is to be submitted by the Contractor before beginning construction in a form satisfactory to the City. The Contractor shall confine all work to between the hours of 7AM and 9PM.

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WORK SPECIFICATIONS

SCOPE of WORK: Review existing drawings from Harriman Associates.

- Provide the following information to the School:
 - Names, titles and resumes of key project personnel
 - Plan for staging of equipment and materials.
 - Estimated average number of people to be on the job daily.
 - Work schedule that includes key milestones, duration of each areas of work, material delivery dates/times, and meeting dates.
- Provide 2 sets of updated Auto CAD paper drawings (and electronic files) showing the as built locations with sign type and number,
- Provide owner with recommended preventative maintenance plan and associated yearly cost.
- Provide the warranty from the manufacturer(s) of each product.

SCHEDULING: Available start date of work is July 15th, 2013. All work as described above in scope of work and below in damage assessment must be complete and accepted by December 23, 2014, and must closely follow the construction schedule.

MATERIALS AND LABOR:

Bidders for this work shall carefully examine the Drawings with Specifications, as the Contractor shall be required to furnish all materials and labor necessary to deliver to the Owner a complete system installed in full accordance with Local and State laws. The system shall be furnished as specified, checked, and turned over to the Owner in perfect operating conditions.

All materials shall be new, of best quality of their respective kinds. Workmanship in all respects shall be of highest grade and all construction shall be done according to best practices of the trade. Contractor shall provide, at no cost, for review by owner or owner representative, labeled samples of any material and type of signage as specified herein or proposed to be used on this project.

PROTECTION OF WORK AND MATERIALS:

Contractors shall be responsible for the care and protection of all project materials delivered and work performed until the completion of the work.

Contractor is also responsible for the protection from accidental damage from the project work and environmental exposure, of all affected existing building, building components, fixtures, equipment, and content, from the start of the work and continuing until the project work has been accepted by the owner.

All portions of the work liable to damage by weather or by those engaged on the work, must be securely protected by temporary but substantial covering which must be maintained in position until SPSD or their representative authorizes removal.

DAMAGE ASSESSMENT: All damage to school property by contractor shall be repaired by the contractor. The week prior to the commencement of work, the contractor will meet with the Director of Building and Grounds 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, copy will be provided to the Business Manager and the Director of Building and Grounds will retain a copy. After the work has been completed, the contractor or contractor's representative shall meet with the Director of Buildings and Grounds 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 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.

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PROPOSAL

The **UNDERSIGNED** having examined the various job sites within the school district of South Portland, Maine, hereby proposes to perform the work, including all labor, materials and equipment necessary to complete the work in a manner satisfactory to the City, in accordance with the attached Invitation to Bid, General Specifications and Work Specifications, and at the following completion time and price specified on this page:

Total Contract Price \$ _____

Total Number of Working Days to Complete all installations: _____

Guarantee of Labor and Materials: _____

The work to be performed under this item shall be commenced by _____ and fully completed on or before December 23, 2014.

REFERENCE LIST

Provide three references of similar size and type of school projects.

<u>Company Name</u>	<u>Contact Name</u>	<u>Address</u>	<u>Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signed: _____
(Corporation, Firm or Company)

By: _____
(Officer, Authorized Individual or Owner)

Title: _____

Mailing Address: _____
_____ Zip _____

Telephone: _____ Fax: _____

E-Mail: _____

Date: _____

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

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CITY OF SOUTH PORTLAND

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2013, 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 _____ (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 shown on the drawings and described in the specifications entitled: **Bid #__-13 SPHS Renovation Signage Package** and contractors proposal dated _____ which are attached hereto as **Exhibit A** and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement as **Exhibit A**, in return for payment as provided herein.

COMPLETION DATE:

1. The work to be performed under this Agreement shall be started on or before **August 15th, 2013** and fully completed on or before **December 23, 2014**. Provided however, the Contractor shall not be liable for delays in performance that are caused in whole or in part by the City, third parties over which the Contractor does not have the legal right to control or forces de majeure. The period of performance shall be extended by the period of delay contemplated herein.

CONTRACT PRICE:

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

PERFORMANCE BOND:

3. 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 \$_____ executed by a surety company satisfactory to the City, guaranteeing the performance and payment by the CONTRACTOR.

CITY'S RIGHT TO TERMINATE CONTRACT:

4. If the CONTRACTOR should be adjudged a 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, and his surety, seven (7) 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 be paid for services satisfactorily rendered through the effective date of termination hereunder.

CONTRACTOR'S LIABILITY INSURANCE:

5. 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 CITY, nor shall the CONTRACTOR

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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 OF SOUTH PORTLAND” be named as an Additional Insured on the General Liability and Automobile Liability policies. Not certificate holder.**

- (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 unless caused by City’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**

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
- (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) It is recommended that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.

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(h) The CONTRACTOR and his surety shall indemnify and save harmless the CITY, 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 CITY 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.

DAMAGES:

6. 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 CONTRACTORS negligent acts or omissions in its performance of this contract.

ASSIGNMENT:

7. 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:

8. 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.

PAYMENTS:

9. The CITY shall make payments on account of the Agreement as follows:

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, MAINE

BY: _____ BY: _____
Witness Suzanne Godin
Superintendent

CONTRACTOR

BY: _____ BY: _____
Witness