Sealed bids for the Courtyard Improvements Project for the South Portland School District as specified below under work specifications, will be received by the City Purchasing Agent, 25 Cottage Road, South Portland, Maine until 2:00 P.M., Thursday, June 21, 2018, at which time they will be publicly opened and read aloud. Proposals received after that date and time will not be considered.

Requested bid information shall be submitted on this form in sealed envelopes, plainly marked “Bid #03-19 COURTYARD IMPROVEMENTS PROJECT” and shall be addressed to the purchasing agent at the above address.

Questions regarding this bid should be directed to Tony Lombardo, Director of Buildings and Grounds at 207-871-0555 Ext. 3016 or cell #207- 415-3931. The SCHOOL may consider informal, any bid not prepared and submitted in accordance with the provisions hereof, and may waive any informalities in, or reject, any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof.

Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. 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 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 document shall in no way relieve any bidder from any obligation in respect to his bid.

The Contract Documents may be examined at the following locations:

Purchasing Office, South Portland City Hall, 25 Cottage Road, South Portland, ME 04106

The Contract Documents have been made available to Construction Summary of Maine, Bid Ocean, Construct Connect, Construction Journal, Dodge and Works in Progress.

A Mandatory Pre-Bid Conference will be held for General Contractors at the South Portland High School (637 Highland Avenue, South Portland, Maine 04106) Thursday June 7, 2018 at 10:30 a.m. Please report to the main office where you will be directed to the project area. Attendance by Subcontractors, while encouraged, is not mandatory.
All questions are to be submitted in writing. Questions may be transmitted by e-mail to Tony Lombardo, PE, Director of Buildings and Grounds at lombarto@SPSD.org. Questions received less than 5 working days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding.

A bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder’s maximum bid price and in the form of a certified check or Bid bond issued by surety meeting the requirements of the General Conditions. No bid may be withdrawn for at least 60 days after receipt of bids unless released by the Owner.

The successful bidder must furnish within 10 calendar days after the Notice of Award the required number of copies of the signed Agreement, 100% Performance Bond, 100% Payment Bond, Insurance Policy and begin execution of this contract within 10 calendar days following the Notice to Proceed. The General Contractor shall be responsible for the full amount of the 100% Performance Bond and the 100% Payment Bonds. Combining bonds of subcontractors is not acceptable.

The Contractor shall make his proposal from his own examinations and estimates, and shall not hold the SCHOOL, its agents, employees or independent engineer or his agents, hired by the SCHOOL, 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 his knowledge, he should report it at once to the SCHOOL.

Any item of material, equipment or labor not mentioned in these specifications, but which is required to complete specified work, must be included in the bid by the bidder.

SITE VISIT
Before submitting proposals, bidders are required to visit the project location for the purpose of familiarizing themselves with all existing conditions and take inventory of key features affecting the completion of the project. Failure to visit the job site may be grounds for rejection by the SCHOOL of a submitted bid.

QUALIFICATION OF BIDDERS
The SCHOOL 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 SCHOOL all such information and data for this purpose as the SCHOOL may request. The SCHOOL reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the SCHOOL 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 SCHOOL may require pre-qualification data from bidders unknown to it.

The contract will be awarded to the lowest responsible bidder complying with the conditions of the Invitation for Bids, provided his bid is reasonable and it is to the interest of the SCHOOL to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The SCHOOL, 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 SCHOOL. The SCHOOL also reserves the right to reject the bid of a bidder who has previously failed to perform contracts 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, bids obviously unbalanced may be rejected by the SCHOOL at its discretion.

**AGREEMENT/CONTRACT**
The successful bidder will be required to sign a standard SCHOOL contract. See attached Agreement.

**INSURANCE**
The successful bidder shall agree to save the SCHOOL harmless from all losses, costs or damages caused by his acts or those of his agents and will provide a certificate of insurance for Public Liability and Automobile Liability coverage in the amount of not less than $1,000,000.00 combined single limit for personal or bodily injury, death and property damage, protecting the contractor and the SCHOOL from all such claims, and Worker's Compensation Insurance. The SCHOOL disclaims any and all responsibility for injury to contractors, their agents or others while examining the job site or at any other time. See Section 4 of attached Agreement.

**EXEMPTION FROM SALES TAX**
Materials and equipment purchased for permanent installation in this project will be exempt from the State sales tax. Each bidder shall take this exemption into account in calculating his bid price for the work.

**PERMITS AND LICENSES**
All permits and licenses necessary for the prosecution of the work shall be secured and paid by the bidder.

**MATERIALS AND APPLIANCES**
The successful bidder shall furnish all labor, materials, and equipment necessary to do this work as specified in a workmanlike and orderly manner and all work shall be performed in accordance with the best trade practice.

**GUARANTEE OF LABOR, MATERIALS AND EQUIPMENT**
Bidder must guarantee to replace or repair at no cost or expense to the SCHOOL, all work, materials and fixtures that prove to be defective at any time during the period of one year from the date of completion of work under this bid.

**PROTECTION AND RESTORATION OF PROPERTY**
All waste material shall be removed from the site and area left clean upon completion of work. Any equipment or building structure damaged by successful bidder shall be repaired or replaced to the satisfaction of the owner.

**STATUTORY REQUIREMENTS IN GENERAL**
All work to be furnished to the SCHOOL shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act Requirements of all existing and future State and Federal laws.

It is the custom of the SCHOOL 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 SCHOOL 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 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 SPECIFICATIONS

SCOPE
This is a construction contract where all work must meet the MaineDOT Standard Specifications (November 2014 Edition), unless otherwise directed by the South Portland School Department or agreed upon by both the Contractor and the School Department or as referenced on the drawings and written specifications. **This project has a completion date of September 7, 2018.** The following represents the scope of work:

Base Bid
- Removal and regrading of existing crushed stone to create planting beds, superhumus surface areas, stone dust path, mulch path and roof line drip edge
- Regrade existing crushed stone to create level pad for “future” gazebo
- Installation of planting beds in varying sizes
- Installation of 5 feet wide stone dust path
- Installation of superhumus mulch paths
- Installation of superhumus surface areas
- Installation of vertical and horizontal log edging around planting beds and mulch paths

Bid Alternates
1. Installation of irrigation system
2. Installation of large “sitting boulders”
3. Landscaping Plantings

Removed From Bid
- Pergola Shade Structure
- Gazebo
- Log Bench
- Concrete Walk Removal

Construction Drawings:
1. Layout and Planting Plan; prepared by Sashie Misner, Landscape Architect; dated: 7-12-2017, Sheet 1
2. Site Details and Construction Details; prepared by Sashie Misner, Landscape Architect; dated: 7-12-2017, Sheet 2

SCHEDULE
Contractor shall make available for the School a detailed construction schedule for the project. Any changes to schedule shall be communicated to Director of Facilities or designee for South Portland School Department.

DAMAGE ASSESSMENT
Prior to the commencement of any 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 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. If work is commenced without a property inspection, the property will assumed to be in good condition. Any damage found after the contractor works on the project in the area of the damage will be the responsibility of the contractor.

**PENALTY**
Should contractor fail to perform services in accordance with this contract the SCHOOL 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.
Contract Bid Form

This project is a “Lump Sum” bid. Bid alternates should also be priced. Bids will be awarded based on the lowest qualified “Base” Bid Price.

Lump Sum “Base” Bid Price: $________________________
Bid Alternate No. 1 $________________________
Bid Alternate No. 2 $________________________
Bid Alternate No. 3 $________________________

Date of start of Construction: _______________________

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.
CITY OF SOUTH PORTLAND

AGREEMENT

THIS AGREEMENT is made this XX\textsuperscript{th} day of XXXXX, 2018, 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"), ABC, Corp. , P.O. Box XXX, Somewhere, ME 04111 EIN#00-0000000, (hereinafter "CONTRACTOR").

WITNESSETH:
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 material and perform all of the work shown on the drawings and described in the specifications entitled: \textit{“Bid #03-19 Courtyard Improvements Project”} which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement, the Special Provisions of the Agreement, the Invitation to Bid and the Specifications in return for payment as provided herein.

COMPLETION DATE:

2. The work to be performed under this Agreement shall be commenced by \_______________\ and fully completed 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 \$\ executed by a surety company satisfactory to the CITY, guaranteeing the performance and payment by the CONTRACTOR.

GUARANTEE:

5. The CONTRACTOR shall guarantee his 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.

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 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 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 he 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 his subcontract until all similar insurance required of subcontractor has been so obtained and 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

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) It is a requirement that the CITY 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 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; and so much of the money due to the said CONTRACTOR under and by virtue of his/her contract as shall be considered necessary by the CITY for such purpose, may be retained; or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CITY.
(i) **Waiver of Subrogation**
Payment of any claim or suit including any expenses incurred in connection therewith by the CITY, 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.

(j) **Construction Agreement**

The CONTRACTOR shall and does hereby agree to indemnify, save harmless and defend the CITY from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property, caused by the CONTRACTOR, his employees, agents or sub-contractors or in any way attributable to the performance and execution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and suppliers, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation and defense. It is the intention of this paragraph to hold the CONTRACTOR responsible for the payment of any and all claims, suits, or liens, of any nature character in any way attributable to or asserted against the CITY, or the CITY and the CONTRACTOR, which the City may be required to pay. In the event the liability of the CONTRACTOR shall arise by reason of the sole negligence of the CITY and/or the sole negligence of the CITY’s agents, servants or employees, then and only then, the CONTRACTOR shall not be liable under the provisions of this paragraph.

**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 out 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 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 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 SUB-CONTRACTORS 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. The CITY shall make payments on account of the Agreement as follows:

Within 30 days, 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 
City Manager
CONTRACTOR

BY: ____________________________ BY: ____________________________
Witness