



**FIRING RANGE UPGRADES
SOUTH PORTLAND POLICE DEPARTMENT
30 ANTHOINE STREET
SOUTH PORTLAND, MAINE**

**SOUTH PORTLAND POLICE DEPARTMENT
30 ANTHOINE STREET
SOUTH PORTLAND, MAINE 04106**

**PREPARED BY:
BEACON ENVIRONMENTAL CONSULTANTS LLC
PO BOX 2154
WINDHAM, MAINE 04062**

**DECEMBER 2018
BE-053**

*P.O. BOX 2154, WINDHAM, MAINE 04062
Phone (207) 376-5001 Fax (207) 221-1354
www.BeaconMaine.com*

PROJECT DIRECTORY

OWNER:

South Portland Police Department
30 Anthoine Street
South Portland, Maine 04106
Attn: Amy Berry
aberry@southportland.org

SITE:

South Portland Police Department
30 Anthoine Street
South Portland, Maine

CONSULTANT:

Beacon Environmental Consultants, LLC
PO Box 2154
Windham, Maine 04062
Attn: John Cressey, CG, PG
Phone: 207-376-5001
Fax: 207-221-1354
jcressey@beaconmaine.com

Sealed bids for Firing Range Upgrades at the South Portland Police Department (Bid# 35-19) will be received by the South Portland Purchasing Agent at the South Portland City Hall until 2:00 P.M., local time, Friday March 29, 2019 and then said office publicly opened and read aloud. Bids submitted after this time will not be accepted. Each bidder must submit a single sealed envelope, the outside of which must be clearly marked "Bid for Firing Range Upgrade (Bid# 35-19)".

There will be no formal Pre-Bid Conference but bidders may familiarize themselves with the work area by contacting Deputy Chief Berry to arrange a time to view the facility located at 30 Anthoine Street in South Portland, Maine. Please contact Deputy Chief Berry at 799-5514 ext. 7231 or via email to aberry@southportland.org.

Submission of Bids. Bids must be submitted in writing on the forms provided, in a sealed envelope, in compliance with the requirements of the bid documents, No oral, electronic, or telegraphic modifications to bids will be accepted. The City may reject any bid that does not comply with all prescribed public bidding procedures and the requirements of the bidding documents.

Addenda. The City may issue one or more addenda to modify or add to the terms of the bidding documents, or to change the time or date for submission of proposals. Any addendum will be issued by the City in writing not less than forty-eight (48) hours prior to the deadline for receipt of proposals, and available on the City of South Portland's Web Page or from the person identified above for printed copies of bid documents. Each proposer is responsible to verify for itself if any addendum has been issued prior to submission of its proposal; the City is not responsible to notify individual prospective proposers of the issuance of an addendum. The requirements or clarifications contained in any addenda issued must be included in the proposals received and will become part of any resulting contract.

The Owner reserves the right to reject any or all Bids, to waive any technical or legal deficiencies, and to accept any Bid that it may deem to be in the best interests of the Owner.

All questions related to this bid should be directed to Deputy Chief Amy Berry at aberry@southportland.org

A completed **Bid Form and bid security in the amount of five percent (5%) of the Total Bid must be submitted with the Bid.** The Bid Security shall be a guaranty bond executed by a surety company authorized to do business in the State of Maine and listed on the most recent Federal Department of the Treasury listing of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". Bid Security shall be made payable to the Owner. Bids submitted without Bid Security will not be considered. No Bid may be withdrawn for 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.**

By Order of the City Council of South Portland

SECTION 011100 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. The work under this contract consists of upgrades to the HVAC system within the firing range identified by the Owner. Provide all material, labor and equipment necessary to accomplish this task.
- B. The Contract Sum shall not be affected by changes due to increases in equipment, transportation, labor or material costs, fees, or other similar events.

1.2 RELATED WORK BY THE OWNER AND OTHERS

- A. The Owner shall provide access to the facility.

1.3 BASE BID

- A. The scope of work included under the base bid shall include removal of existing systems and/or upgrading said systems to comply with regulatory requirements for indoor firing ranges, and related work as indicated within this section. The scope of work under the base bid is identified as follows:
 - 1. Removal of existing systems – The scope of work includes removal of the rooftop fan unit and replacing it with a HEPA or equivalent filtered ventilation fan. Exhaust pre-filtering auto-advance rolling filter with an average synthetic dust arrestance of 83% and HEPA or equivalent filter; provide system monitor and alarm for pressure drop beyond system specifications. Cleanup and disposal of all waste generated from component removal shall be the responsibility of the Contractor.
 - 2. Removal and Replacement or Upgrade of Make-up Air System – Make-up air system shall be either replaced or upgraded to provide 50 feet per minute (fpm) across the firing line. Constant flow between the firing line and the backstop is to be between 2 and 30 fpm.
- B. Weekly progress meetings may be conducted with the Owner, or Owner’s Environmental Consultant throughout the construction period. The Contractor’s project site supervisor is required to attend.
- C. Contractor is responsible for maintaining work areas in a safe condition throughout construction.
- D. Post installation air flow readings shall be performed by Beacon under a separate contract with the City of South Portland Police Department. If air flow at the firing line (to be documented at the Post Installation Meeting) is less than 50 fpm, the Contractor shall be required to upgrade the system.

1.4 PROJECT SCHEDULE

- A. The Owner or Owner’s Environmental Consultant shall schedule a preconstruction conference to be held prior to the start of work. Contractor’s superintendent and crew foreman must attend.
- B. Contractor shall begin work on submittals and notification no later than five calendar days after written Notification to Proceed is received from the Owner.

- C. Work must be completed by May 31, 2019.
- 1.5 PERMITS AND FEES
 - A. After execution of the contract, the Contractor shall obtain and pay for all permits, fees, and licenses necessary to execute and complete the work.
- 1.6 PROJECT STOPPAGE
 - A. At any time during the work, the Owner or Environmental Consultant may stop the work if violations of the Specifications are observed or if the functioning of the Owner is jeopardized by the activities of the Contractor or his subcontractors. Work shall stop immediately upon verbal direction of Owner or Environmental Consultant. Work may commence when violations are rectified or activities are altered and determined to be acceptable by the Owner or Environmental Consultant.
- 1.7 VARIATIONS IN QUANTITIES
 - A. The quantities and location of lead impacted materials indicated on the drawings and the extent of work included in this section are only best estimates that are limited by the physical constraints imposed by occupancy of the building. Where additional work is required beyond the above variations, the contract price and time will be adjusted under provisions of applicable clause in the contract. Additional or reduced abatement work beyond the variations stated will be a basis for adjustment of the contract price.
- 1.8 PRECAUTIONS REGARDING HAZARDOUS MATERIALS
 - A. Contractor shall comply with all applicable federal and local regulations regarding hazardous materials handling, storage and disposal procedures. Hazardous Materials that are brought on to the site for construction purposes shall be accompanied with appropriate Safety Data Sheet (SDS) information. SDS's shall be submitted to the Owner in accordance with the specifications. Contractor shall bear all costs associated with handling or clean-up of spills, releases, or environmental concern created from hazardous materials brought, stored, or used on-site. The Contractor is encouraged to minimize hazardous waste materials requiring special disposal. No dumping of hazardous materials in storm drainage or sanitary sewers is permitted.
- 1.9 SCHEDULE OF VALUES
 - A. Prior to conducting field work, the Contractor shall submit a Schedule of Values to the Owner and Environmental Consultant for approval.
- 1.10 CONTRACT CANCELLATION
 - A. The Owner reserves the right to cancel the contract upon written notice at any time, if in its sole judgment, it determines that the Contractor is not meeting the terms of the Specification proposal as submitted and approved.
- 1.11 PAYMENTS
 - A. The owner requests that one payment request be made at the completion of the project.
- 1.12 INSURANCE
 - A. Contractor shall comply with insurance requiring \$1,000,000 general liability coverage.
- 1.13 MICELLANEOUS REQUIREMENTS AND OTHER INFORMATION

- A. All quantities given are estimates. Contractors are responsible for verifying site conditions during the bid period.
- B. Change orders shall be submitted in writing and approved by all parties before change order work is started.
- C. The Contractor shall provide adequate lighting for the duration of the project.
- D. The Contractor shall provide transportation and disposal of waste at a licensed facility.

PART 2 – PRODUCTS

- A. All range supply and exhaust duct shall be installed, constructed, and reinforced per Sheet Metal and Air Conditioning Contractors National Association (SMACNA) standards and standard details. Use material, weight, thickness, gage, construction and installation methods as outlined by SMACNA.
- B. The concrete stop shall be filled with 3/4"-1" ballistic rubber media at a rate of 2,000 pounds per four square feet.

PART 3 – EXECUTION

Not applicable.

END OF SECTION 011100

SECTION 015000 - TEMPORARY FACILITIES

PART 1 GENERAL

1.1 SCOPE

- A. Contractor shall arrange for and provide temporary facilities and utilities such as water, electricity, gas, etc., as specified herein and as required for proper and expeditious prosecution of work. Contractor shall inspect the Owner's facilities to determine that the capacity and operation of services provided by the Owner are adequate for the execution of the work.
- B. Contractor shall arrange with utility company, rental company, etc. to provide any additional temporary service required, and pay all costs for such power, lighting, water, sanitation facility or any other service used, if temporary service from existing sources is insufficient to meet needs of temporary facilities.
- C. Contractor shall make temporary connections to utilities and services in locations acceptable to Owner and Environmental Consultant and local authorities having jurisdiction thereof; furnish necessary labor and materials, and make installations in manner subject to acceptance of such authorities and Environmental Consultant; maintain such connections; remove temporary installation and connections when no longer required; restore services and sources of supply to proper operating condition upon completion of the project.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Material may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.02 TEMPORARY ELECTRICAL POWER AND LIGHTING

- A. Temporary Electrical Service: The Contractor shall make arrangements for temporary power as necessary to complete the project. The Contractor shall provide connections and all means of conveying same from existing outlets to required locations and shall pay for any damage to existing systems resulting from misuse thereof. Electrical safety measures, including ground fault protection, waterproof temporary lighting and cords, and deactivation of existing electrical wiring within work areas shall be included as part of the work under this contract.
- B. Contractor shall maintain temporary wiring in safe manner and utilize it so as not to constitute a hazard to persons or property.
- C. When permanent power and lighting system outside of the isolated work area is in operating condition, it may be used provided Contractor obtains Owner's approval, assumes full responsibility for entire power and lighting system, and pays costs for maintenance and restoration of system.
- D. Temporary Lighting: Contractor shall provide temporary lighting in all isolated work areas. Lighting shall be durable, grounded, and provide safe illumination levels throughout the work area.

2.03 TEMPORARY WATER SERVICE

- A. Contractor shall provide water for construction purposes and pay costs of water used. Contractor may make temporary connections to existing facilities; if available.
- B. Contractor shall provide hot water adequate to supply each crew with sufficient warm water to allow a thorough shower during worker decontamination.

2.04 TEMPORARY SANITARY FACILITIES

A. Contractor shall provide temporary sanitary facilities for use during the project.

2.05 ACCESS TO SITE

A. Contractor shall instruct all vendors, Subcontractors, and employees to enter remediation site from location as indicated by Owner. Use of other entrances shall not be permitted.

B. Contractor shall ensure only authorized personnel are allowed access to the remediation areas.

2.06 SECURITY

A. Contractor shall take adequate precautions against fire, keep flammable material at the absolute minimum and ensure that such material is properly handled and stored. Open flames, fires or gas-fired space heaters are not permitted.

PART 3 – EXECUTION

Not applicable.

END OF SECTION 015000

SECTION 028300 – LEAD REMEDIATION

PART 1 – GENERAL

1.1 SCOPE

- A. Ventilation and Filtering Systems. This section deals with the removal of ventilation systems for indoor firing ranges. It is known that lead dust exists within the current ventilation system and will need to be remediated prior to disposal/reuse of the current system.
- B. Contractor shall provide all labor, materials, equipment, services, and insurance required to complete lead remediation procedures as indicated in these Specifications and/or the drawings.

1.2 SUBMITTALS AND NOTICES

- A. Contractors shall submit one bound, indexed copy of each submittal package as indicated below.
- B. Contractors shall submit to the Owner the following information prior to beginning work on the project.
 - 1. INSURANCE CERTIFICATE. Submit a copy of the certificate of liability insurance policy, as specified in Section 011100.
 - 2. WORK PLAN. Submit a written "work plan" satisfactory to the Owner describing the schedule for installation and calculations for determining required size of the system and the plan shall schedule the systematic flow of work throughout the facility per Specifications on a day-by-day basis, outlining room-by-room, or area-by-area procedures and planned alternative control measures. The Contractor shall keep close coordination of his work with the Owner.
 - 3. PRODUCT INFORMATION. Submit complete product information for any materials and products for which the Contractor requests approval for use on this job (other than those specified).
 - 4. EMERGENCY PHONE NUMBER. Submit a local phone number at which the Contractor or on-site foreman can be reached on a twenty-four-hour basis during the course of the work.
- C. Contractor shall not begin work until submittals are reviewed and accepted by Owner. Allow a five-day review period.
- D. During the work the Contractor shall submit to the Owner on a periodic basis as agreed to by the Owner and Contractor:
 - 1. Waste shipment and disposal documentation.
 - 2. Air monitoring data.
 - 3. Notification updates.
- E. Contractor shall submit to the Owner in writing all information required above regarding any new lead workers hired by or subcontracted to the Contractor before these new lead remediation workers begin work.
- F. Prior to removal of decontamination systems and isolation barriers, the Contractor shall obtain specific written permission from the Owner.
- G. Prior to making final application for payment the Contractor shall:
 - 1. Complete all work under this contract.

1.05 BUILDING PROTECTION

- A. Building Security and Protection

1. Contractor shall protect all existing fixed equipment, building finishes that are to remain, and existing systems and functions from damage during the abatement process. Extra precautions are to be taken in protecting existing electrical panels, light fixtures, etc. Any damage to existing building, services, and/or equipment shall be remedied by the Contractor at his expense.

1.06 SAFETY

- A. With regard to the work of this contract, the safety of the Contractor's employees, the Owner's employees, and the public is the sole responsibility of the Contractor.

1.07 LIABILITY

- A. The Contractor is an independent contractor and not an employee of the Owner or of the Environmental Consultant. The Owner and Environmental Consultant shall have no liability to the Contractor or any third persons for Contractor's failure to faithfully perform and follow the provisions of these Specifications and the requirements of the governing agencies. Notwithstanding the failure of the Owner or the Environmental Consultant to discover a violation by the Contractor of any of the provisions of these Specifications, or to require the Contractor to fully perform and follow any of them, such failure shall not constitute a waiver of any of the requirements of these Specifications which shall remain fully binding upon the Contractor.

1.08 SUBCONTRACTORS

- A. Any Subcontractors employed by the Contractor shall be bound to all the work and safety standards specified elsewhere in this Specification. Subcontractor's personnel shall be fully trained and supervised by the Contractor during performance of this work.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. All materials to be used shall be approved by the Owner or the Owner's Representative and shall comply with the requirements of the MEDEP and OSHA regulations.

PART 3 – EXECUTION

3.01 WORK

- A. Contractor shall perform work in accordance with the accepted work plan and comply with all MEDEP, OSHA, and EPA regulations.

END OF SECTION 028300

SECTION 090150 – CEILING RESTORATION

PART 1 – GENERAL

1.1 SCOPE

- A. This section covers replacement of ceiling tiles and baffles to restore the room.
- B. Contractor shall provide all labor, materials, equipment, services, and insurance required to complete lead remediation procedures as indicated in these Specifications and/or the drawings.

1.2 BAFFLE INSTALLATION

- A. Baffles should be a minimum of 10-gauge steel covered with a minimum of 1 inch of soft wood to prevent back splatter.
- B. Baffles should be installed at a 25° angle as measured from the horizontal plane of the ceiling.

1.3 ACOUSTICAL TILES

- A. Replacement ceiling tiles will be installed throughout the firing range.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. All materials to be used shall be approved by the Owner or the Owner's Representative and shall comply with the requirements of the MEDEP and OSHA regulations.

PART 3 – EXECUTION

3.01 WORK

- A. Contractor shall perform work in accordance with the accepted work plan and comply with all MEDEP, OSHA, and EPA regulations.

END OF SECTION 090150

ALTERNATES

Based on funding sources the following additional task options are requested to be bid as though they will be completed simultaneously. If the budget allows, one or all of these alternates may be selected to be completed.

1. Installation of a total control package with open source, web-based, and BacNet capabilities. This system shall be a stand-alone unit for just this system to allow for control of the HVAC system within the firing range with the ability to connect it to the remainder of the building systems if/when they are upgraded.
2. An electronic targeting system with six targets capable of rotating a target up to 360 degrees, providing a realistic environment for specialized training. This system shall not include a retrieval system. The system shall be connected to a programmable control system to a variety of hit scenarios, including conceal, conceal and expose, or conceal after a predetermined number of hits are received.

**SOUTH PORTLAND POLICE DEPARTMENT
FIRING RANGE UPGRADES
BID FORM**

TO: City of South Portland
Attn: Colleen Selberg
25 Cottage Road
South Portland, Maine 04106

FROM: _____
(Bidder's Legal Name)

The undersigned Bidder, having carefully reviewed the entire set of bidding documents, including addenda, and having examined the site and being familiar with the conditions affecting the work, proposes to furnish all material and labor and perform all work for the South Portland Firing Range Lead Remediation project in strict accordance with the bidding requirements and the plans and specifications prepared by Beacon Environmental Consultants, LLC, as follows:

BASE BID, UNIT PRICE BID, AND TOTAL BID

BASE BID: Bidder offers to complete the work of the Base Bid, including all work identified, indicated, and reasonably necessary to complete the work described in the Bidding Documents excepting only the work specifically described in the Unit Price, for a lump sum of:

\$ _____
Base bid in numbers

Bidder agrees that the amounts stated above for the Base Bid include all supervision, fees, taxes, profit, overhead, insurance, bonds, licenses, permits, and other costs incidental to but necessary for completion of the work.

ADDENDA

Bidder acknowledges that Bidder has received the following Addenda, and has included the terms and conditions of the Addenda in this Bid: _____ (insert numbers and dates of addenda received; if none, write "none")

BIDDER'S CERTIFICATIONS

By signing this Bid, the undersigned Bidder certifies that:

1. Bidder has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women, or emerging small businesses enterprise or a business enterprise that is owned or controlled by or that employs a disabled veteran; and
2. To the best of Bidder's knowledge, Bidder is in compliance with Maine tax laws; and
3. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement; and

BIDDER'S STATUS

1. The undersigned certifies that Bidder is (check one):

An individual; or
 A Corporation, organized and existing under the laws of the State of _____; or
 A Limited Liability Company (LLC), organized and existing under the laws of the State of _____; or
 A Partnership; or
 A Joint Venture; or
 Another legal entity type: _____ (state identity type), organized and existing under the laws of the State of _____.

BIDDER IDENTIFICATION AND EXECUTION OF BID

This bid is submitted by and on behalf of the Bidder named, and that Bidder agrees, if awarded the contract, to deliver to the Owner within five (5) days after receiving the contract forms, a fully and properly executed contract, and proof of insurance in the forms and amounts required in the Contract Documents.

BY: _____
(Signature) (Date)

(Name of Signer) (Title)

IF CORPORATION, ATTEST:

(Signature of corporate Secretary) (Date)

If this Bid is submitted by a corporation, the Bid must be signed by an officer of the corporation and attested by the corporate secretary; if submitted by a Limited Liability Company, it must be signed by a member; if submitted by a partnership, it must be signed by a partner; if submitted by a joint venture, it must be signed by a partner or officer of each joint venture party; if signed by an agent under a power of attorney, a copy of the power of attorney delegating authority to the agent to execute the bid must be attached.

BIDDER: _____
(Bidder's legal name)

ADDRESS: _____

TEL/FAX: _____
(Bidder's primary tel. number) (Bidder's fax number)

EMAIL: _____
(Bidder's primary email address)

TAX ID NO _____
(Bidder's federal tax identification number)

ATTACHMENTS TO BID
____ First-Tier Subcontractor Disclosure.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: _____

BID CLOSING: Date: _____ Time: _____

DISCLOSURE DUE: At the same time as the Bid Closing.

SUBMIT TO: The same location specified in the Invitation to Bid.

INSTRUCTIONS

List below the name of the first-tier subcontractors that will be furnishing labor, or will be furnishing labor and materials, in connection with the work of this contract. Disclose only those subcontractors whose subcontract value is:

1. Equal to or greater than five percent (5%) of the total project bid, or \$5,000, whichever is greater.

For each subcontractor disclosed, give the name of the subcontractor, the dollar value of the subcontract, and the category of work that the subcontractor will be performing,

If there are no subcontractors required to be disclosed, enter "NONE". If there are more subcontractors to be disclosed than can be filled in on this form, attach additional copies of the form with those subcontractors listed.

Subcontractor's Name	Subcontract Value	Category of Work
1.	\$	
2.	\$	
3.	\$	
4.	\$	
5.	\$	
6.	\$	

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A NONRESPONSIVE BID. A NONRESPONSIVE BID MAY NOT BE CONSIDERED FOR AWARD.

SUBMITTED BY:

Bidder's Name: _____

Signature: _____ Phone No.: _____

Name (typed): _____ Title: _____