



**GARDINER CITY COUNCIL  
AGENDA ITEM INFORMATION SHEET**



<b>Meeting Date</b>	07/06/2022	<b>Department</b>	Planning/Economic Dev
<b>Agenda Item</b>	4.b) Consideration of Awarding Bid for McKay Park Reconstruction Project		
<b>Est. Cost</b>			

**Background Information**

As you know there has been extensive work with the Office of Community Development as well as the Age Friendly Committee regarding the McKay Park Reconstruction Project. This has been a great community process and we are ready to see the project come to fruition.

The city has received a \$100,000 Community Development Grant to help offset some cost. Public Works will provide all the demolition work as part of the grant match.

There were two bids received:

Anderson Landscape - \$188,000  
Berubes Lawn & Landscape - \$119,000

With either contract there will be a gap funding that will need to be funded through the City. My suggestion would be to use City ARPA funds as we did don't receive funding through the County for this project.

<b>Requested Action</b>	"I move to award the bid for McKay Park Reconstruction to _____, approve the use of City ARPA funding to fully fund the project, and direct the City Manager to enter into a contract."
<b>City Manager and/or Finance Review</b>	City Manager Approves this action
<b>Council Vote/ Action Taken</b>	
<b>Departmental Follow-Up</b>	

<b>City Clerk Use Only</b>	1 <sup>st</sup> Reading _____	Advertised _____	<b>EFFECTIVE DATE</b> _____
	2 <sup>nd</sup> Reading _____	Advertised _____ w/in 15 Days	
	Final to Dept _____	Updated Book _____	Online _____

### CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the City of Gardiner with its principal administrative offices located at 6 Church Street, Gardiner, Maine and a corporation or other legal entity organized under the laws of the State of Maine with its principal place of business located at

The City and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

**A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

Due to the maximum project budget, the City shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

**B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before September 23, 2022. Further, the City may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price. *\$188,000.00* one hundred + eight thousand *00/100*

The proposed bid will serve as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, with revision as updated through advertisement, Supplemental Specifications, Special Provisions, Contract

CONTRACTOR Anderson Landscape

Date: 5-31-2022

By: [Signature]

(Signature of Legally Authorized Representative of the Contractor)

**G. Award.**

Your offer is hereby accepted:

Contract Amount: \_\_\_\_\_

This award consummates the Contract, and the documents referenced herein.

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of Legally Authorized Representative of the City of Gardiner)



## NOTICE TO BIDDERS

City of Gardiner is currently seeking proposals to complete site and landscape improvements for the reconstruction of McKay Park, an approximately 60' x 60' public park, 311 Water Street in the downtown district. The contract would include all site work associated with the reconstruction of the park. The demolition of the existing park will be done by the City's Public Works Department. The new site work will include structural fill, grading, a concrete block retaining wall, granite stairs, site lighting, poured concrete plazas, landscaping and all other works specified in the contract documents. Contractor shall coordinate all construction activity and timing with the Director of Public Works:

Jerry Douglass  
Public Works Director  
200 Old Brunswick Road  
Gardiner, Maine  
(207) 582-4408

The work is financed in part with Community Development Block Grants (CDBG) funds. Contractors should be aware that they must comply with various federal regulations including Davis-Bacon Labor standards and the environmental regulations. It is the Contractors responsibility to know and understand these standards. Attached to the Specifications Manual is CDBG CHAPTER 16: LABOR STANDARDS. This chapter describes the policies and procedures that must be followed when undertaking construction projects with CDBG funds to ensure compliance with the labor laws and requirements.

### **Insurance Certificates:**

The contractor shall maintain and forward proof of the following:

Workers' compensation, public liability insurance, unemployment compensation and casualty loss, other insurance, which may be reasonably required by the City of Gardiner, State or Federal Law, shall be provided.

### **Bidding Documents and Award Schedule:**

Publication Date: May 9, 2022

Closing Date/Time: May 31, 2022, 12:00 PM

Bid Opening Information: May 31, 2022, 12:01, Council Chambers, City Hall

Committee Bid Review: Week of June 6, 2022

Council Bid Award: June 22, 2022, 6:00 PM, Council Chambers, City Hall

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### **C. Price.**

The proposed bid will serve as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond.

### **D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, with revision as updated through advertisement, Supplemental Specifications, Special Provisions, Contract



Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Standard Details, as updated through advertisement, Supplemental Specifications, Special Provisions, do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the total price.

As Offeror also agrees:

First: To do any extra work, not covered or foreseen by the Construction Document, which may be ordered by the Owner, and to accept as full compensation the amount determined and agreed to by the Contractor and Owner prior to commencement of extra work.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

**CONTRACTOR**

Date: 5/31/22

By: Todd R. B...

(Signature of Legally Authorized Representative of the Contractor)

**G. Award.**

Your offer is hereby accepted:

Contract Amount: \$119,000

This award consummates the Contract, and the documents referenced herein.

Date: 5/31/2022

By: \_\_\_\_\_

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