



Demolition of 235 Water Street

INTRODUCTION

May 8, 2023

Sir/Madam:

The City of Gardiner is accepting bid proposals for the demolition and removal of the structure(s) located at 235 Water Street on the enclosed terms and specifications.

Sealed bid proposals will be accepted in the Office of the City Manager (6 Church Street, Gardiner, Maine) on or before **May 26, 2023 at 12:00 pm** at which time they will be opened publicly and read. Sealed bid proposals must be physically received in the Office of the City Manager by this date and time. Bidders assume the risk of any failed or undelivered bid proposals. No electronic bid submissions will be accepted.

A **Pre-bid meeting** will occur at **6 Church Street, Gardiner on May 16, 2023 at 8:30 am**. Immediately following this meeting a tour of the demolition site shall occur. Attendance at this meeting by the bidding contractor or its qualified representative(s) is a **mandatory requirement** for acceptance of a bid proposal submission from that contractor. Complete bid packages with plans and specifications will be available at the pre-bid meeting.

Special Attention: Please direct special attention to the dust control requirements contained in the enclosed specifications.

The required Specifications are attached. **It is a condition of a responsive bid to this request for proposal that you review the attached Specifications and identify in writing any specification which, in its present form, is unacceptable to your company, and state any proposed modification(s)...**

The successful bidder will be required to enter into a demolition contract in a form approved by the Purchasing Agent. This request and its constituent parts (e.g., introduction, request for bid proposals, specifications; completed bid proposal form from successful bidder) shall for the basis of a demolition contract to be entered into between the City and successful bidder.

Contact City Manager Andrew Carlton or Code Enforcement Officer Kris McNeill for additional information on the project. Sealed bid proposals shall be submitted to the attention of the City Manager Andrew Carlton, 6 Church Street, Gardiner, ME 04345.

The City of Gardiner reserves the right to accept or reject any and all bid proposals in its sole discretion.

**CITY OF GARDINER, MAINE
DEMOLITION OF STRUCTURE AT
235 WATER STREET**

BID PROPOSAL DEADLINE: May 26, 2023 @ 12:00 pm

PRE-BID MEETING: May 16, 2023 @ 8:30am

REQUEST FOR BID PROPOSALS

1. Submission of sealed bid proposals for the demolition and removal of the structures at **235 Water Street** Gardiner, Maine will be accepted by the City Manager (the “Purchasing Agent”) of the City of Gardiner (the “City”) at the following location:

Andrew R. Carlton, City Manager
City of Gardiner
6 Church Street
Gardiner, Maine 04345

until **12:00 pm on May 26, 2023**, at which time bid proposals shall be opened publicly and read.

SPECIAL NOTE: The pre-bid meeting will occur at **6 Church Street Gardiner, Maine on May 16, 2023 at 8:30 am**. Immediately following this meeting will be a walk-through of the location at 235 Water Street. Attendance at this meeting by the bidding contractor or its qualified representative(s) is a **mandatory** requirement for acceptance of a bid form from that contractor.

2. **BID SECURITY; PERFORMANCE AND PAYMENT BOND**

No bid proposal will be considered unless it is accompanied by a **Certified Check or Bid Bond** in an amount equal to **5%** of the bid price, made out in favor of the City of Gardiner. The successful bidder **will** be required to present a 100% Performance and Payment Bond satisfactory to the City as surety for the performance of the contract.

3. **AWARD OR REJECTION OF BIDS**

- A. The City may in its sole discretion consider any bid proposal not prepared and submitted in accordance with the provisions of this bid request, and may waive any formalities, prior to the above scheduled time of opening of bid proposals or the authorized postponement of such opening. Notwithstanding the foregoing, noncompliance with instructions may result in the bid proposal being rejected for that reason alone. Any bid proposal received after the time and date specified will not be considered. No bid proposal may be withdrawn within 30 days after the actual date of the opening of the bid.

- B. Award shall be based on the most responsive, advantageous, and responsible bid proposal, as determined wholly within the sole discretion of the City.

4. **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 proposal if the evidence submitted by, or the investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to satisfactorily complete the work included therein.

5. **PREPARATION OF BID PROPOSAL**

- A. Bid Proposals must be submitted on the actual Bid Proposal Form furnished with this request. All blank spaces for prices must be completed in ink.
- B. Bid Proposals must be submitted in a sealed envelope bearing on the outside the name of the bidder, bidder's address, and the name of the project. If forwarded by mail, the sealed envelope, containing the proposal and marked as directed above, must be enclosed in another envelope, addressed as specified in the proposal form.
- C. All proposals and information submitted will be incorporated, in part or in whole, into and made a part of any final contract with the City.
- D. Issuance of this request for bid proposals does not commit the City to pay any costs incurred in the preparation and submission of a bid proposal response, or to procure a contract for any services. The City will furnish no materials or labor.

6. **ADDENDA AND INTERPRETATION**

No interpretation of the meaning of the plans, specifications or other documents will be made by the City to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Agent

7. **OBLIGATION OF BIDDERS**

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 receive or examine any form, instrument or documents shall in no way relieve any bidder from any obligation in respect to his/her bid.

8. **TIME LINE**

The contractor shall prosecute the work continuously until completion. The deadline for complete demolition and removal is **90 days from the City’s Notice to Proceed**. Designated available date to be determined by the City Manager or their designee.

Site Walk..... 8:30 am on May 16, 2023

Bid Proposals Due..... 12:00 pm on May 26, 2023

Bid Awarded by May 29, 2023

Start date: Within 60 days from the Bid Award date.

9. **DISPOSAL COSTS**

The contractor **will** be responsible for the removal of all waste and demolition debris and associated transportation and disposal costs (e.g., tipping fees).

10. **INSURANCE & INDEMNIFICATION:**

In accordance with its contract with the City, the contractor shall furnish a certificate of insurance evidencing the coverages specified below and **naming the City of Gardiner as additional insured**. Certificate of such insurance shall be filed with the Purchasing Agent **within 5 days of Notice of Award**.

WORKERS’ COMPENSATION:

Workers’ Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$500,000 per incident; and in case any work is sublet, the contractor shall require the sub-contractor similarly to provide coverage for the latter’s employees unless such employees are covered by the protection afforded the contractor.

AUTOMOTIVE LIABILITY INSURANCE:

Commercial Automotive Liability insurance with minimum limits of liability for bodily injury and property damage in the combined amount of \$1,000,000 for each occurrence..

GENERAL LIABILITY INSURANCE:

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$1,000,000 for each occurrence and minimum limits of liability for property damage and bodily injury in the amount of \$2,000,000 in the aggregate, as well as an umbrella policy that adds \$1,000,000 in coverage, shall be required. Insurance coverage shall include a CA 99 48 endorsement or equivalent for auto pollution for collision or upset.

Each policy shall provide that *“In the event of cancellation, change or expiration of any of the foregoing policies, ten (10) written notice will be mailed to the Owner.”*

INDEMNIFICATION

Contractor shall also agree to indemnify, defend, and hold harmless the City of Gardiner from any third-party claims of and concerning or arising out of the work performed under the demolition contract.

11. PAYMENTS

Progress payments shall be made by the City on a monthly basis based on the percentage of the total project completed. Contractor shall submit pay requisitions that include an estimate of the percent of work completed, however payments will be made based solely on the percentage of work determined by the Purchasing Agent to be complete. The Contractor must separate requisitions that identify the separation of costs between the three involved structures: 235 Water Street, Brick Wall, 243 Water Street.

12. SUCCESSFUL BIDDER; DEMOLITION CONTRACT

The successful bidder will be required to enter into a demolition contract with the City in a form approved by the Purchasing Agent. This request and its constituent parts (e.g., introduction, request for bid proposals, specifications; completed bid proposal form from successful bidder) shall for the basis of a demolition contract to be entered into between the City and successful bidder.

13. CONTACTS

Questions regarding this Request for Proposals should be directed toward:

Andrew Carlton, City Manager
City of Gardiner
6 Church Street
Gardiner, Maine 04345
Phone: (207) 582-4200, email: acarlton@gardinermaine.com

**CITY OF GARDINER, MAINE
DEMOLITION OF STRUCTURE AT
235 WATER STREET**

**BID DEADLINE: May 26, 2023 @ 12:00 pm
PRE-BID MEETING: May 16, 2023 @ 8:30am**

SPECIFICATIONS

PART 1: GENERAL

SCOPE:

1.01 SCOPE: Contractor agrees and undertakes to demolish structures at 235 Water Street in their entirety, including removal of foundations and close-out, which work includes without limitation the following:

- A. Securing all demolition permits required by the State of Maine and the City of Gardiner, and paying all fees required with respect to such permit(s);
- B. Removing all debris from the site;
- C. Disposing of all waste and demolition debris *other than* that sold by contractor, or otherwise recovered by contractor as salvage, either on its own behalf or on behalf of the City, in accordance with the laws of the United States and the State of Maine and ordinances of the City of Gardiner; provided, nevertheless, that contractor is authorized to sell any salvageable components of the structures for its own account, as set forth below. Within 30 days after completion of contractor's services, contractor will provide the City with copies of any documents evidencing the ultimate disposition of all waste and demolition debris, except for such as has been sold for salvage; the contractor **will** be responsible for all disposal costs, including without limitation transportation and tipping fees.

- D. Identifying all fill sites to be used prior to contract signing;
- E. Disconnecting and capping all water and sewer service(s) currently connected within the project;
- F. Removing completely and disposing of all foundation walls, footers, and floors. Concrete floor shall be broken up, removed and cellar hole filled as directed by Purchasing Agent as part of the base bid;
- G. Complying at all times and at contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the ordinances of the City of Gardiner, including, without limitation, conforming to the requirements of the Gardiner Fire Department.
- H. Securing from unauthorized access the demolition area at all times during the period of demolition by reasonable means acceptable to the Gardiner Police Department or Code Enforcement Officer. In the event it shall be or become necessary to temporarily close any streets, contractor shall, prior to commencement of the work, have a planning meeting with City Officials to determine the course of action to safely close the street.
- I. Demolishing all buildings/structures in a safe and orderly way and in compliance with all State and Federal regulations. Contractor must take reasonable precautions for safety of and prevention of damage to property and utilities at the site and adjacent to the site. Neighbors' areas must be policed every day for any debris on his/her properties.
- J. Practicing dust control by wetting down the building and its debris during the active part of demolishing the building and loading the debris onto the transport vehicles. At completion of the work, the contractor shall remove waste materials, rubbish, the contractor's tools, construction equipment, machinery, and surplus materials from and about the demolition site.

PART 2: EXECUTION

2.01 DEMOLITION OR RELOCATION

- A. Demolition shall include demolishment of all structures covered by the contract including all exterior steps, platforms and underpinning and foundation walls, etc. in accordance with the following requirements and shall be done in a manner to maximize the amount of wood materials that will be accepted at an approved incinerator or land fill.
 - 1. The structures and their components are to be demolished in such a manner as to prevent dust, dirt and undue noise from the operation from becoming a nuisance in the area.
 - 2. Cellars are to be cleared of all combustible and perishable material and of all tanks and piping. Tanks used for the storage of fuel oil or other flammable materials shall

be removed in accordance with the regulations of the Gardiner Fire Department and Maine Department of Public Safety and any other appropriate governmental authority.

3. Stone, concrete and masonry walls, chimneys, etc. shall be completely removed.
 4. No structures shall be removed substantially as a whole. All structures shall be demolished completely on the premises. Masonry walls, piers, columns or chimneys shall be demolished in small sections. All floor construction over basements or cellars shall be completely removed regardless of whether they are above or below existing ground level.
 5. Contractor shall remove all tanks (water, gas, oil, etc.) and piping. Should underground oil tanks be identified, they shall be part of the project and the cost shall be part of the bid.
 6. Once the work of demolition is started, it shall be continued to completion, uninterrupted except for Sundays and holidays or events beyond the contractor's reasonable control. Material shall be removed from the site as quickly as possible and not be stored on site.
 7. The contractor shall comply with all applicable laws and ordinances.
 8. The contractor must exercise proper care in loading so that no waste or salvage material is strewn onto public streets, either during loading or en route to the dumping site. Any material spilled on public streets will be promptly cleaned up and removed by the contractor at its sole cost.
- B. Upon completion of the demolition and removal work, the site shall be cleared of all obstructions, filled and brought to grade with establishment of cover as directed by the Purchasing Agent.

2.015 BREAKDOWN OF SCOPE OF WORK

Part 1

- Safely removing the brick wall down to level of Gerard's Pizza's patio
- Disposal of all demo debris
- Repair any incidental damage to Gerard's patio
- Clean dust and debris after completion

Part 2

- Removal of the wooden structure at 235 Water Street including:
 - Separation from the adjoining structure
 - Disposal of all debris
 - Capping of sewer and Water
 - Disposal of any tanks/hazardous materials onsite

- Securing site after removal with inspection by the Code Enforcement Officer. This is to include temporarily installed 8' stockade fencing to safely secure the exposed hole until such time as it can be filled.

Part 3

- Temporary reinforcement of 243 Water Street as specified in demolition plan.
- Please specify:
 - Start date and timeline until completion
 - Street closures necessary and time needed closed
 - Sidewalk or parking spaces needed to be blocked during demo and time needed to be blocked
 - Proposed method for securing site and protecting nearby public during demolition.
 - Dumpster location(s) and time needed
 - Dedicated work area needed in Arcade lot and length of time needed

2.02 CLEAN UP

- A. All debris resulting from operations under the contract and all tools and apparatus are to be removed from the site at the completion of the work and the site left clear and free from hazards, to the satisfaction of the City.
- B. Bidders shall assume that all movable equipment and furnishings left on the premises during the bidding period shall remain the property of the occupant or owner and shall be removed by him/her prior to commencement of demolition and removal. Any such movable equipment or furnishings remaining on the premises after commencement of demolition shall become the property of the contractor and he/she shall remove same from premises.
- C. All fixed equipment which is on the premises during the bidding process shall become the property of the contractor and he/she shall remove same from premises.

**CITY OF GARDINER, MAINE
DEMOLITION OF STRUCTURE AT
235 WATER STREET**

**BID DEADLINE: May 26, 2023 @ 12:00 pm
PRE-BID MEETING: May 16, 2023 @ 8:30am**

BID PROPOSAL FORM

TO: Andrew R Carlton City Manager
City of Gardiner
6 Church Street
Gardiner, Maine 04345

Dear Sir:

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of structures as required by, and in strict accordance with, the Specifications dated **May 5, 2023** as prepared by the City of Gardiner and that the undersigned ("Contractor") will accept in full payment thereof of the following sum to wit:

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION OF WORK</u>
1	Lump Sum	Demolition of 235 Water Street

	\$
Unit Price for additional fill material	\$ CY

State equipment to be used: (list all equipment)

List all Sub-Contractors:

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION OF WORK</u>
2	Lump Sum	Removal of Brick Wall next to 235 Water Street

	\$	
Unit Price for additional fill material	\$	CY

State equipment to be used: (list all equipment)

List all Sub-Contractors:

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION OF WORK</u>
3	Lump Sum	Engineered Plan/Structural Work for 243 Water Street

	\$	
Unit Price for additional fill material	\$	CY

State equipment to be used: (list all equipment)

List all Sub-Contractors:

The undersigned further agrees to complete work by:	
The undersigned acknowledges the receipt of addenda #:	

The Contractor acknowledges that the City requires that its terms and conditions, as contained in the bid request documents, form the basis for any relationship that may result from this bid request and that this proposal (including any and all attachments, exhibits and documents referred to in this

proposal) will be included in any final demolition contract between the undersigned and the City covering the work in the proposal.

The Contractor further agrees that after notification by the City of the acceptance of its proposal and the readiness of the contract for signature, Contractor will execute the demolition contract within 5 days, Saturdays, Sundays and holidays excepted, and that Contractor will commence the work within 5 days after the execution of the contract unless otherwise specified in the Specifications or directed by the City in writing, and that Contractor will prosecute the work to its completion.

Performance & Payment Bonds **are** required.

Contractor hereby further declares that the only person or parties interested in this proposal as principals are named below; that the proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the City of Gardiner is directly or indirectly interested in this proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the City Charter. The full names and addresses of all persons or parties interested in this proposal as principals are named below; (Give first and last names in full; and in case of a corporation, give names and addresses of President, Treasurer and Manager; and in case of a partnership, give names and addresses of members):

Accompanying this proposal is a bid security deposit in the amount of:

%	\$
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which is to become the property of the City by forfeiture if the Contractor fails, after notification by the City Manager of the acceptance of its proposal, to execute a contract with the City within 5 days agreed to herein; or, in case the Contractor withdraws its proposal within 30 days after the opening of the proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

FIRM NAME	
SIGNATURE	

PRINTED/TYPED NAME	
TITLE	
LEGAL ADDRESS	
PLACE OF BUSINESS	
FIRM'S IRS ID #	
DATE	
TELEPHONE #	
FAX #	
E-MAIL ADDRESS	