



## City of Auburn, Maine

Business & Community Development

Glen Holmes, Director

60 Court Street | Auburn, Maine 04210

[www.auburnmaine.gov](http://www.auburnmaine.gov) | 207.333.6601

November 21, 2023

Dear Bidder:

The City of Auburn is accepting written proposals for a rehabilitation project concerning the property at **175 Pride Rd, Auburn, ME**. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves itself the exclusive right to accept any proposal when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Bidder. Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement. All proposals must include FOB to Auburn, Maine unless otherwise specified.

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark **sealed** envelopes plainly: **"2024-016 175 Pride Rd. Lead Abatement"**

There will be a **mandatory** pre-bid conference at the project site at 2:00 pm on **Thursday, November 30<sup>th</sup>, 2023**. This project's specifications begin on page 6. Please review the specifications and be prepared to ask questions.

Please submit your proposal to the City of Auburn by **2:00 P.M. on Thursday December 14<sup>th</sup>, 2023**. Proposals must be delivered to Amanda Denning, Purchasing Analyst, 60 Court Street, Auburn, Maine 04210 on or before the date and time appointed. No proposals will be accepted after the time and date listed above. Proposals will be opened at 2:00 p.m. on that date in Room 204 (Second Floor), Auburn City Hall.

Questions regarding this Request for Bids should be directed to Amanda Denning, Purchasing Analyst at [adenning@auburnmaine.gov](mailto:adenning@auburnmaine.gov).

Sincerely,

A handwritten signature in black ink that reads "Amanda Denning".

Amanda Denning  
Purchasing Analyst

## **PROJECT DESCRIPTION**

Abatement

## **CONDITIONS AND INSTRUCTIONS TO BIDDERS**

1. Submission of your bid must be in a **sealed** envelope marked "**2024-016 175 Pride Rd. Lead Abatement**".
2. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening.
3. Bids may be withdrawn prior to the time set for the official opening.
4. Bids will be opened publicly. Bidders or representatives may be present at the bid opening.
5. The City of Auburn reserves the right to eliminate any task(s) from the scope of work/bid prior to any contractual agreements as the City deems best for the interest of the owner or any budgeting constraints.
6. The City of Auburn reserves the right to waive any formality and technicality in bids, whichever is deemed best for the interest of the owner. Generally, awards will be made to the lowest responsible bidder. The owner, however, reserves the right to accept or reject any or all bids in whole or in part. In awarding a bid, the owner may consider but is not limited to the following factors: price and completion date.
7. Contractors **must** be current on all amounts due to the City of Auburn.
8. The contractor must be current with licenses and certifications and must have valid certificates of all required insurance prior to the City entering into any contractual agreement. Copies of required insurance and licenses relevant to the scope of work shall be included in the bid response package. Failure to include these documents may disqualify the proposal as incomplete.
9. Contractors are responsible for obtaining any required permits and must include the cost in their bid.
10. No contract may be assigned to a subcontractor without the written consent of the owner and City Staff. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.
11. The selected contractor will be required to sign a construction contract. If you have not already reviewed the City of Auburn's contract, please ask to see it prior to submitting a bid.
12. Construction must begin within 90 days of the bid award. Failure to begin construction within this time frame will void the contract, and the project will be rebid.

## **General Conditions**

### 1. Equal Employment Opportunity

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry, or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

### 2. Save Harmless

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

### 3. Subcontracting

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

### 4. Warranty

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

**BID PROPOSAL FORM**

Due: Thursday, December 14<sup>th</sup>, 2023

To: City of Auburn  
Amanda Denning, Purchasing Analyst  
60 Court Street  
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for thirty days (30) from the proposal due date. The undersigned submits this proposal without collusion with any other person, individual, firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all terms, requests, or conditions written herein by the City of Auburn, Maine.

By signing this form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature \_\_\_\_\_ Company \_\_\_\_\_  
Name (print) \_\_\_\_\_ Telephone # \_\_\_\_\_  
Title \_\_\_\_\_ Fax # \_\_\_\_\_  
Address \_\_\_\_\_  
Email Address \_\_\_\_\_  
Web Site \_\_\_\_\_

STATE OF MAINE

\_\_\_\_\_, SS.

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

Personally appeared \_\_\_\_\_ and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

Commission Expires \_\_\_\_\_

## Lead Design Specifications



**Location:**

175 Pride Road  
Auburn, Maine 04210

**Owner Information:**

Name: Pam Williams  
Address: 175 Pride Road  
Auburn, ME 04210

**Design date:**

10-30-2023

**Prepared by:**

Stephanie L Martin, LD-0345 Expires 01/03/2024  
Clarity Property Services, LLC  
Email: leadinspections@outlook.com

**Contractor Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

After careful review of the following, the applicant(s) and contractor, understand and accept the work described herein. Only the work described herein will be performed. ANY and ALL changes to these design specifications must be by written change order and agreed to by all parties following program requirements. All recommendations are valid for one (1) year and can only be amended or changed by performing a new risk assessment.

X \_\_\_\_\_ Date  
Contractor

X \_\_\_\_\_ Date  
Owner

X \_\_\_\_\_ Date  
Owner

CONTRACT PRICE: \_\_\_\_\_

## REHABILITATION STANDARDS AND SPECIFICATIONS

### **SECTION 1 –**

#### **GENERAL REQUIREMENT FOR ALL PROJECT SPECIFICATIONS**

1. All work performed shall conform to the General Standards herein, DEP Lead Management Regulations (Chapter 424), HUD requirements for Notification, Evaluation, and “Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing receiving Federal assistance” (24 CFR Part 35), EPA Renovation, Repair and Painting Rule, manufactures recommendations, and all applicable Local and State building codes, laws and regulations. ***If no local building code exists, the MUBEC will apply.***
2. Scrape inspections are required for removal of paint from components (abatement or interim control). Scrape inspections are required for both interior and exterior work prior to the priming and or painting process. If a scrape inspection has not been performed, the Contractor will be required to remove any paint to ensure compliance with this section.
3. Any and all Maine DEP project variances must also be approved in writing by the Lead Designer and **The Auburn Lead Program** prior to implementation. **NOTE:** *Monetary change orders may be required by The City of Auburn.*
4. All measurements are approximate and must be verified by the Contractor. No claim for additional funds due to discrepancies in measurements or quantities shall not be honored.
5. All Materials having color or pattern shall be selected by the owner from standard color/style chart. All colors, styles, and types of materials will be listed in the job specifications prior to contract signing.
6. All installed windows and exterior doors will be Energy Star rated for the Northeast. All windows will have a U-Value of .27 or less. Windows will have full screens. Egress casement windows will have a factory installed horizontal mullion to give the appearance of a double hung window. **NOTE:** Single hung windows will require half screens.
7. All exterior doors installed will be keyed alike (per unit), and include adjustable thresholds and half glass unless otherwise noted in design specifications. Exterior doors will meet Energy Star requirements for the Northeast.
8. Building permits, electrical permits, plumbing permits and other permits required by local or State authorities shall be obtained by the contractor and the costs shall be incorporated into the proposal amount submitted by contractor. Contractor must obtain permits prior to commencement of work and must provide copies of permits to the Owner and **The City of Auburn** for documentation. Failure to obtain required permits will result in nonpayment of work until the necessary permits are obtained.
9. Workmanship and materials not covered by manufacturer’s warranty shall be warranted by the Contractors for a period of at least one year from date of final payment to the contractor. All manufacturer warranties shall be delivered by the Contractor, to the homeowner along with the final billing. Manufacturer’s installation instructions, as required by the 2009 ICC Code shall be available on the job site at the time of inspection.
10. Product information/labeling showing compliance, where required, with Energy Star Ratings shall be provided to the home owner and **The City of Auburn** prior to installation.

11. All Interim Control work must be performed in accordance with both EPA RRP and HUD Lead-Based Paint regulations as described in 24 CFR Part 35 et al, with the exception that certain contractors such as electrical, plumbing, roofing, weatherization and heating specialists may be exempt from using HUD lead safe practices so long as they do not disturb any more than two square feet of painted surfaces per room or a total of 20 square feet of painted surfaces on the exterior. Contractors performing work in accordance with HUD Lead-Based Paint regulations as described in 24 CFR Part 35 et al must have attended an EPA RRP course taught by a Maine DEP certified training provider. Lead safe practices must be employed in all work that disturbs painted surfaces. After completion of all work, contractor must clean the work area(s) to meet Maine DEP Chapter 424 Lead Dust / Soil clearance standards as follows;

Hard floors and Carpeted floors = 10 micrograms (ug) per square foot (ft<sup>2</sup>)

Interior Window Sills = 100 micrograms (ug) per square foot (ft<sup>2</sup>)

Window Troughs = 100 ug/ micrograms (ug) per square foot (ft<sup>2</sup>)

Exterior Porch = 40 micrograms (ug) per square foot (ft<sup>2</sup>)

Other nonporous surfaces = 10 micrograms (ug) per square foot (ft<sup>2</sup>)

Five (5) foot radius outside of contained area(s) = 10 micrograms (ug) per square foot (ft<sup>2</sup>)

Non-play Area Soil = 900 parts per million (ppm)

Play Area Soil = 100 parts per million (ppm)

If dust wipe and/or soil samples do not pass the above standards, contractor must return to the job site, at his own expense, and clean until these standards are met. Final payment will be withheld until clearance standards are achieved. Costs incurred for an additional site visit and dust swipe sampling costs will be taken from monies due to the contractor. In homes where there are children under 6 years of age the Owners must, at their own expense, temporarily relocate these children from work areas where paint will be disturbed until the work has been completed and the dust wipe clearance standards shown above have been achieved.

12. The contractor must inspect the property and attend a pre-bid walkthrough. Submission of a bid is presumptive evidence that the bidder has thoroughly examined the site during a pre-bid walk through and is conversant with the requirements of the local jurisdiction.
13. All materials used in conjunction with this work write-up are to be new, of first quality and without defects – unless stated otherwise or pre-approved by owner and Design Consultant in writing.
14. Contractors shall not perform any work, substitute any specified materials, colors, patterns, quantities, or change specified material qualities or quantities not listed in the job specifications without a written change order pre-approved by **The City of Auburn**, owner and Lead Design Consultant.
15. All materials shall be installed in full accordance with the manufactures specifications and industry standards for working conditions, surface preparation, methods, testing, and protection.
16. All repaired or newly installed exterior non-pressure treated wood must be sealed, stained or otherwise protected from the elements following industry standards.

17. Walls and attached components shall be identified with the letters A, B, C, D etc. Wall A is always the wall that is closest to the address elevation or "street side" of the house. Moving clockwise, the walls are then B, C, D, etc.
18. Down payment or deposits to contractors are not authorized. No work/materials will be paid for in advance.
19. Detailed invoices submitted to the **City of Auburn** shall accompany each payment request.
20. The use of the "Booth" or "Mini-Containment" system(s) will be determined by the Lead Design Consultant. Determination shall be in writing.
21. Any and all changes in the Lead Design agreed to during the Pre-bid Walkthrough will be made in writing in the form of a bid amendment. This form will become part of the contractor's bid proposal and will be submitted with contractors bid.
22. **Placement of the decontamination unit shall be determined and established via writing as an addendum to the design plan specifications prior to the commencement of any lead abatement activities.**

## **SECTION 2 - DEFINITIONS**

- 1 Abatement. "Abatement" means any measure or set of measures designed to permanently eliminate lead hazards. For the purpose of this definition, "permanently means for at least 20 years.
- 2 Impact Surface. "Impact surface" means a surface that is subject to damage by repeated sudden force, such as certain parts of door frames.
- 3 Interim control. "Interim control means a set of non-abatement measures designed to temporarily reduce human exposure or likely exposure to lead hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of potential lead hazards and the establishment and operation of management and resident education programs. NOTE: When interim control measures (covering a surface with a coating or other treatment) are used, friction points or friction surfaces must be treated so that paint is not subject to abrasion. Examples of acceptable treatments include re-hanging and or planning doors so that the door does not rub against the door frame, removing paint from the friction/impact part of a door jamb (frame) and covering of bare soils.
- 4 Install. "Install" means to purchase, set up, test, and warrant a new component. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test, and warrant.
- 5 Paint. "Paint means any substance applied to a surface as a coating, including, but not limited to household paints, varnishes, and stains.
- 6 Repair. Repair" means to return a building component to like new condition through replacement, adjustment, and recoating of parts.
- 7 Reinstall. "Reinstall means to remove, clean, store, and install a component.
- 8 Substrate. "Substrate" means the material underneath the paint such as brick, concrete, drywall, metal, plaster or wood.
- 9 Work Area. "Work area" means an interior or exterior area where lead abatement or interim control activities are to take place. There may be more than one work area in a residential dwelling or child care facility.



10 Window & Door Units. Window/door components are defined as follows:

- a. Window sash (includes mullions)
- b. Window casing (includes header and apron)
- c. Window sill
- d. Window jamb (includes parting bead and stops)
- e. Window well (also called trough)
- f. Door (includes stiles, panels and edge)
- g. Door jamb (includes frame and stops)
- h. Door casing (includes header)
- i. Door threshold

### **SECTION 3 –SCOPE OF WORK**

**The scope of work shall consist of complete paint removal, encapsulation, enclosure, and/or whole component removal of lead-based paint hazards as identified in the lead based-paint inspection report.**

#### **1. Owner Responsibilities:**

- A. Owner shall remove all personal belongings from the house/work area.
- B. Owner shall shut off gas to the stove, (if applicable).
- C. Owner shall provide keys to the Contractor for access to the home.
- D. Owner shall pre-determine colors and flooring selections in writing. This shall be performed prior to the start date.
- E. Owner shall supply electricity, water and heat to the abatement contractor for the duration of the project.
- F. Owner shall remove and keep clear, all debris from the exterior at least 10 feet from the building perimeter if exterior work is performed.

#### **2. Contractor Responsibilities:**

- A. Contractor shall confirm that all furniture and personal belongings have to be removed from the house/work area prior to the start of the project.
- B. Contractor shall coordinate access to the home for any visual inspections and clearance sample testing to be performed.
- C. Contractor shall be responsible for completing all work specified in the Design Plan including any and all revisions made to the design for the purpose of the project within contract dates specified. **This specifically includes the placement of the decontamination unit.**
- D. Contractor shall perform an ASTM approved tape method before applying any encapsulating paint to a building component to ensure proper adhesion to the substrate.

- E. Contractor shall store debris in a secure area until final disposal. Dispose of in accordance with the Mine Department of Environmental Protection's Lead Management Regulations.
- F. Contractor shall be financially responsible for all associated sampling costs such as administrator labor, travel, postage, and laboratory analysis of the dust samples if interim or final clearance samples fail.
- G. Contractor shall repair or replace any building components damaged during the project to match existing building components.
- H. All product warranty information must be given to the **City of Auburn** and the home owner prior to final payment of project. Product labels (stickers) showing Energy Star Compliance will remain in place until inspected and approved by Lead Design Consultant.
- I. A written notification plan will be developed by the Contractor and provided to the owner/tenant, the Administrator and the **City of Auburn**.
- J. Contractor shall provide a final abatement report to the **City of Auburn**, Administrator, and the homeowner within 30 days after project completion in accordance with DEP Chapter 424, Section 6.G.
- K. The use of a "Booth" or "Mini-Containment" system will be determined by the Lead Design Consultant and shall be in writing.

#### **SECTION 4 – NOTIFICATIONS**

##### **1. Notification:**

The abatement contractor shall notify the Maine Department of Environmental Protection, the Administrator and the **City of Auburn** at least five (5) working days prior to the start of any lead abatement activity, including set-up or on-site preparation activities. Delivery of notice by U.S. Postal Service, commercial delivery service, hand delivery, facsimile or email are acceptable methods. The **City of Auburn** also requires notification of Interim Control /LSR work performed on site.

**NOTE:** *A weekly updated schedule for each lead abatement project by dwelling unit, if applicable, shall be faxed/emailed each Monday morning to **ALL** above listed parties until the project is complete. In the event of a scheduled work day/hours are changed after the weekly notification, the contractor must notify the DEP, Administrator and **The City of Auburn** by email or phone no later than 8 A.M on the day of the scheduled change.*

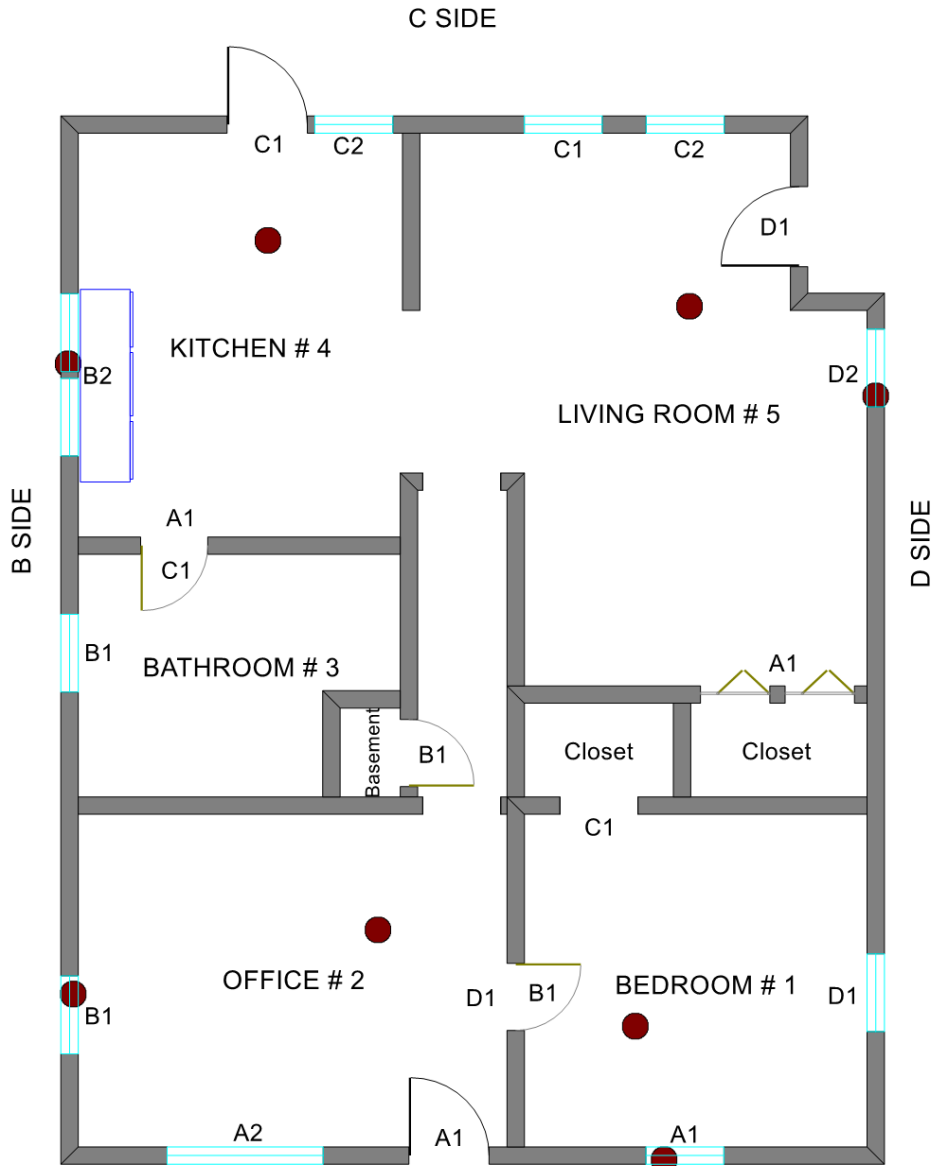
##### **2. Tenant Notification:**

The abatement contractor shall notify the tenants of the pending abatement activity. This notification (Occupant Protection Plan) shall include the scheduled dates for abatement, work hours, identification of work areas, and information on any alternative entrance or exit to be used during the course of the abatement activities. This notification shall be in writing and delivered at least five (5) days prior to the start of the project.

<b>Room # And Name</b>	<b>Building Component</b>	<b>Location</b>	<b>Abatement Method</b>	<b>Labor</b>	<b>Materials</b>	<b>Total</b>
Kitchen #4	<b>Baseboard</b>	<b>C, D</b>	<b>Remove &amp; Replace</b>			
Living Room #5	<b>Floor</b>	<b>Exposed Back Area</b>	<b>Enclosure</b>			
	<b>Ceiling Board</b>	<b>Exposed Back Area</b>	<b>Remove &amp; Replace</b>			

**\*See Appendix A to find procedures for recommended abatement methods.**

*Interior Property Drawing – 175 Pride Road, Auburn, ME*



A SIDE / PRIDE ROAD  
 INTERIOR LAYOUT  
 NOT DRAWN TO SCALE  
 ● = Dust Sample Location

**Appendix A: Abatement Methods**

**Floors:**

- **Enclosure:** Prepare surface by removing any obstructions and repair damage for attaching the new enclosure.

New Floor shall be installed starting with 1/4" Luan underlayment or approved equal and floor leveler to fill all seams and fastener holes to prevent dust migration and prepare the surface. Floating floor panels or **VCT** Tiles to be installed per manufacturers' recommendations for finished floor. Materials and colors to be agreed upon by owner in writing and noted on the design specifications. Subject to Maine DEP Enclosure Method (Chapter 424 Section 6.C.4)

**Baseboards:**

- **Remove and Replace:** Remove and dispose of the component(s) to clear the hazard. *(May require a building permit with drawings.)* **Repair any unfinished surface to meet interior or exterior exposure as needed.** Subject to Maine DEP Component Removal Method (Chapter 424 Section 6.C.5)

**Ceilings:**

- **Remove and Replace (to include roof):** Remove and dispose of the component(s) to clear the hazard. *(May requires a building permit with drawings.)* **Repair any unfinished surface to meet interior or exterior exposure as needed.** Remove Existing roof framing and decking. Install new roof framing and sheathing per code. Install roof fascia and drip edge. Cover with approved roofing. New roofing material shall have a minimum 25-year manufacturer's guarantee. Interior Openings: Install framing as needed. Insulate the cavity and install 5/8" fire-rated sheetrock each side of the opening. Mud & Tape 3 coats. Surfaces shall be finished. (2 coats of stain or primed and painted 2 finish coats, if required). Subject to ME DEP Component Removal Method (Chapter 424 Section 6.C.5)