



City of Auburn, Maine

Finance Department

www.auburnmaine.gov | 60 Court Street
Auburn, Maine 04210
207.333.6601

November 17, 2016

To all interested contractors:

The City of Auburn, a municipal corporation, is accepting written proposals to remove hazardous materials in three buildings, 16 Newbury St, 18 Newbury St, and 12 Patton St, Auburn, Maine. The City reserves the right to accept or reject any or all bids in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any bids 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. Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement.

Bids will not receive consideration unless submitted in accordance with the following instructions bidders. Please mark sealed envelopes plainly: **"Removal of Hazardous Materials, Bid # 2017-014."** Bids will be opened at 2:30 pm on **Thursday, December 8, 2016.** Bids must be delivered to **Derek Boulanger, Finance Department, 60 Court Street, First Floor, Auburn, Maine 04210** on or before the date and time appointed. No bids will be accepted after the time and date listed above.

Documents can be obtained electronically on the City of Auburn's website <http://www.auburnmaine.gov/Pages/Government/Bid-Notices>. Inquiries regarding this bid package should be directed to Derek Boulanger, Facilities Manager for the City of Auburn via email at dboulanger@auburnmaine.gov or telephone (207) 333-6601, ext. 1135.

A pre-bid meeting will be held on November 29, 2016 at 9 am. The meeting will be held on the building site of the 16 Newbury Street property. All other buildings will then be open for a walk through by the contractors.

Sincerely,

Derek Boulanger
Facilities Manager/
Purchasing Agent

Table of Contents

PROJECT DESCRIPTION	3
CONDITIONS AND INSTRUCTIONS TO BIDDERS	3
COMPLIANCE WITH FEDERAL REGULATIONS	3
SCOPE OF WORK.....	4
BID FORM	5
SAMPLE CONTRACT	6
WAGE DECISION	12
FEDERAL LABOR STANDARDS PROVISIONS.....	16

APPENDIX A: HAZARDOUS MATERIALS SURVEY

1. 16 Newbury Street, Auburn, Maine
2. 18 Newbury Street, Auburn, Maine
3. 12 Patton Street, Auburn, Maine

PROJECT DESCRIPTION

1. To remove all hazardous materials identified in a Hazardous Materials Assessment by Atlantic Environmental Contractors, Inc. for 16 Newbury Street, 18 Newbury Street, and 12 Patton Street in Auburn Maine.

CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form.
2. The bid is a lump sum price.
3. Bids 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.
4. Bids will be opened publicly at 2:30 in the Community Room, second floor of Auburn Hall, 60 Court Street, Auburn, ME on December 8, 2016. Bidders or representatives may be present at bid opening.
5. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Auburn. The work for all buildings will be awarded to one contractor.
6. No contract may be assigned without the written consent of the Finance Director or her designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
7. Please state **"Removal of Hazardous Materials, Bid # 2017-014"**, on submitted, sealed envelope.
8. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn.
9. Contract Performance: The work will be complete by February 6, 2017.

COMPLIANCE WITH FEDERAL REGULATIONS

Funding for this project has been authorized by the U.S. Department of Housing and Urban Development and is subject to all the regulations and requirements hereafter listed.

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.

6. Contract Work Hours and Safety Standards Act

The Contractor shall comply with the Contract Work Hours and Safety Standards Act. Each contractor shall be required to compute wages of every mechanic or laborer on the basis of a standard workweek of 40 hours. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

7. Davis-Bacon Act

The Contractor shall be required to pay wages to laborers and mechanics at a rate not less than the minimum specified in the Wage Decision on pages **13-16**.

8. Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction
See attached Federal Labor Standards Provisions, form HUD-4010, on pages **17-21**.

A contractor's guide is available to help you better understand and comply with Davis-Bacon labor standards. The guide is available on HUD's home page at:

http://www.hudclips.org/sub_nonhud/cgi/pdfforms/dbacont.pdf

or

<http://www.hud.gov/offices/olr>

Select under "What's New", *Making Davis-Bacon Work, A contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects*.

SCOPE OF WORK

As identified in Hazardous Materials Assessment by Atlantic Environmental Contractors, Inc. (Appendix A)

BID FORM
Due Thursday, December 8th, 2016 by 2:30 pm
Removal of Hazardous Materials

To: City of Auburn, 60 Court Street, Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for Thirty days (30) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, or 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 of the terms, requests, or conditions written herein by the City of Auburn, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature _____ Name (print) _____

Title _____ Company _____

Address _____

Telephone No. _____ Fax No. _____

Duns # _____ Email Address: _____

1. 16 Newbury Street
Bid (words): _____ Dollars (numbers)\$ _____
2. 18 Newbury Street
Bid (words): _____ Dollars (numbers)\$ _____
3. 12 Patton Street
Bid (words): _____ Dollars (numbers)\$ _____

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 _____

SAMPLE AGREEMENT

THIS AGREEMENT is made this ### day of *Month Year*, by and between the CITY OF AUBURN, a municipal corporation existing under the laws of the State of Maine and located in the County of Androscoggin, State of Maine (hereinafter "CITY"), *Company Name, Address, EIN*, (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: **Removal of Hazardous Materials, Bid # 2017-014** 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 *January 9, 2017* and fully completed on or before *February 6, 2017*.

CONTRACT PRICE:

3. The CITY shall pay the CONTRACTOR for the performance of the Agreement the sum of \$XXX

PERFORMANCE BOND: (Not Applicable)

4. If required by the CITY, 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 *\$Dollar amount or N/A (whichever applies)* executed by a surety company satisfactory to the CITY, guaranteeing the performance and payment by the CONTRACTOR. ☐ Yes, Required (Initials: ____) ☐ No, Waived (Initials ____)

INSPECTIONS:

5. Periodic inspections will be made by the CITY or her designee to insure compliance with the provisions of standards. The CONTRACTOR shall arrange for any required inspections and shall secure approval for each phase of the work. No payment shall be made until the work is acceptable.

The CITY, before making any payments hereunder, may require the CONTRACTOR to furnish releases or receipts from any or all persons performing work and supplying

materials or services to the CONTRACTOR, or any subcontractor, for work under this Contract, if this is deemed necessary to protect the CITY'S interest.

A final inspection shall be performed upon completion of work. Final inspection shall certify that the specifications have been followed and that the property is in compliance to necessary codes of the CITY.

RECORDS:

6. The CITY shall be afforded access to inspect the work and Representatives of the City of Auburn may inspect the CONTRACTOR'S books, records, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with subcontractors relating to this Contract and the CONTRACTOR shall preserve all such records for a period of two (2) years after the final payment hereunder.

FEDERAL REGULATIONS:

7. The CONTRACTOR agrees to abide by Federal Regulations including:

Equal Employment Opportunity - The provisions of Executive Order 11246 concerning equal employment opportunity.

Civil Rights - Title VIII of the Civil Rights Act of 1968 barring discrimination upon the basis of race, color, creed, sex, or national origin.

Federal Labor Standards - Established minimum wage rates (Davis-Bacon Act) for the area for commercial rehabilitation for construction contract in excess of \$2,000.

Copeland Act (Anti-Kickback) - Employees be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account except "permissible" salary deductions the full amounts due at the time of payments computed at wage rates not less than those contained in the wage determination issued by the Secretary of Labor.

Contract Work Hours and Safety Standards Act - As established in Section 103 and 107 - in excess of eight hours in a calendar day or in excess of forty hours in such work week - compensation at a rate of one and one-half times the basic rate.

Compliance with Laws and Regulations - The Contractor shall comply with all Federal and State laws and regulations including current OSHA requirements throughout the Contract period.

GUARANTEE:

8. 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.

UNACCEPTABLE WORK:

9. At any time the CITY determines that work is not being performed in accordance with the specifications, work write-up, drawings, or acceptable construction practices, they may issue a stop order and require the CONTRACTOR to conform such work to the specifications, work write-up, drawings in an acceptable manner which may include replacement of such work at the CONTRACTOR'S own expense. Failure of the CONTRACTOR to take such corrective action within ten (10) consecutive working days will establish the CITY'S right to terminate the Contract in the same manner as also provided in Section 14.

CHANGE ORDERS:

10. Changes in the work, including substitutions of materials or changes in the magnitude of the work, which may be proposed by the CITY or CONTRACTOR as found necessary or desirable as the work progresses, shall be described in writing by the CONTRACTOR with the price change given, and shall be approved by the CITY before any work incidental thereto is started.

PERMITS AND LICENSES:

11. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR.

CITY'S RIGHT TO TERMINATE CONTRACT:

12. 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.

RESOLUTION OF DISPUTES:

13. If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the

following (check only one):

- a. Binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision (____);
- b. Non-binding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit (____);
- c. (3) Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences (____).

CONTRACTOR'S LIABILITY INSURANCE:

14. 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.

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

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

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.

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.

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.

WAIVER OF SUBROGATION

15. 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.

CONSTRUCTION AGREEMENT

16. 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:

17. 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:

18. 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:

19. 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:

20. 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:

21. 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:

22. The Contractor shall at all times keep the Project premises free from the accumulation of waste materials or rubbish; and, at the completion of the Work, Contractor shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project "Broom Clean". In case of failure to comply by the Contractor, the Owner may perform the clean-up and deduct the cost from any monies due the Contractor.

PAYMENTS:

23. Unless otherwise agreed to, the CITY shall make payments on account of the Agreement 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 Auburn

BY:_____ BY:_____
Witness Interim City Manager

BY:_____ BY:_____
Witness Contractor