

## REQUEST FOR PROPOSALS

### Town of Mars Hill

The Mars Hill Town Council is soliciting bids for demolition of a portion of a town owned building located within the Town of Mars Hill.

For additional information, please contact:

David D. Cyr,  
Town Manager  
Town of Mars Hill  
37 Main Street  
PO Box 449  
Mars Hill, Maine 04758  
(207) 425-3731

Bids must be sealed and marked "**Building Demolition Bids, – Do Not Open**" and must be received at the Mars Hill Town Office no later than 4:00 P.M., on Monday, September 21, 2020. All bids will be opened at 6:00 P.M., on Monday, September 21, 2020 during the regular Town Council meeting at the Mars Hill Town Office.

The Mars Hill Town Council reserves the right to accept or reject any and all bids.

**TOWN OF MARS HILL**  
**BUILDING DEMOLITION**

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**SECTION 1**  
**INSTRUCTIONS TO BIDDERS**

1. All bids must be submitted on the attached bid proposal forms for the identified project area prior to the bid acceptance date indicated. It is the responsibility of the prospective bidder to inspect the areas named and examine the technical specifications, and contract general conditions to ensure that he fully understands the contract requirements. Any questions regarding the work should be directed to the Mars Hill Town Manager at least twenty-four (24) hours before the bid due time.
2. The contract award shall be primarily based on low bid price to remove portions of the existing building and restoration of the property. The Mars Hill Town Council will be the sole judge of the acceptability of the bids, and may reject any or all bids if it is judged to be in the best interests of the Town of Mars Hill. The Contractor may be required to produce evidence of his ability to adequately perform the work before bids are accepted.
3. The bid prices must include all required equipment and materials as indicated in the bid documents, or other work not directly shown but which can be reasonably inferred by an examination of the site and contract documents to demolish the buildings in a manner consistent with the contract requirements. Any errors or omissions detected by prospective bidders should be brought to the attention of the Town Manager at least twenty-four (24) hours before the bid due date.
4. Any bid received after the date and time of opening will be rejected and returned unopened to the Bidder. Time shall be determined as indicated on the clock where bids are received.
5. The Town has removed all Asbestos Containing Materials that were present in the building in accordance with the applicable regulations. However, the Contractor must be aware that there remains some ACM's that were determined to be below the threshold limits which would have required removal.
6. The Town shall be working in the area between the building and the sand shed starting on September 2, 2020 and ending on or about September 30, 2020
7. The work shall be scheduled and under the absolute direction of the Town Manager or his designee. The work shall be completed on or before November 1, 2020. The work schedule shall be from Monday through Friday 7:00AM to 5:00PM, unless otherwise directed by the Town.

## SECTION 2 SCOPE OF WORK

Description: The Contractor shall:

1. Core drill (4) each 3" holes equally spaced holes in the floor of the basement to allow groundwater to move freely.
2. Remove the face frames of the existing jail cells located in the basement and deliver to the Central Aroostook Historical Society located in Blaine.
3. Remove the existing boiler located in the basement.
4. Remove the vinyl siding located on the west wall of the building in its entirety.
5. Remove the existing wood framed structure, taking care not to damage the adjacent steel frame structure, or the office section of the former town garage and its membrane roof.
6. Remove the concrete foundation to a point 12" below the Finish Floor Elevation of the sand shed.
7. The retaining wall at the Southwest corner of the Town Office shall be removed in its entirety.
8. The existing septic tank located to the west of the Town Office shall be pumped as necessary and removed. All disturbed areas along the west wall of the building shall be seeded and mulched.
9. Concrete and other inert fill materials may be placed within the basement prior to backfill, but must be placed such that air voids are not created.
10. Backfill the basement with suitable fill material to within a foot of finished grade and shall place compacted granular material to the top of the demolished foundation walls.

The Contractor, before starting any demolition work, shall:

1. Remove the water meter located in the basement of the Town Office and deliver to the Mars Hill Utility District.
2. The existing water line coming into the building shall be capped or otherwise abandoned to the satisfaction of the Mars Hill Utility District.

The Town shall:

1. Remove the existing light fixtures in the Town Office and dispose of properly as Universal Waste.
2. Locate and determinate all electrical circuits going into the building area to be demolished.
3. Shall pay tipping fees for all demo and construction debris disposed of at Aroostook Waste Solutions in Fort Fairfield.
4. Shall provide fill material to be used to fill in the basement area.

## SECTION 3 CONSTRUCTION PROCEDURES

Traffic control shall be provided by the **CONTRACTOR** (including flaggers), and shall be in accordance with the latest version of the MUTCD. Payment for all labor, materials and equipment required for proper traffic control shall be considered incidental to the demolition item.

## SECTION 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Method of Measurement: The Owner will pay the Contractor a lump sum payment upon completion of the work, less 10% retainage which will be paid following an inspection of the project site in June 2021 to ensure that there has been no settlement and a catch of grass.

Payment shall be full compensation for all **labor, materials, equipment, traffic control, including flaggers**, required to complete the work in accordance with these specifications.

Basis of Payment: The Owner will pay for the Work, in place and accepted, in accordance with the applicable sections of the Special Provisions at the contract unit price. Upon completion of work, and acceptance by the Manager, the Contractor shall submit a payment request to the Manager.

**SECTION 5  
GENERAL CONDITIONS**

**ARTICLE 1 – Definitions**

**Bidder:**

Any Individual, Partnership, or Corporation submitting a proposal for the performance of the work under the terms of the contract, and acting directly, or through a Duly Authorized Representative.

**Condition, Care and Safety:**

The Contractor will be responsible for the safety of employees, as well as the travelling public; to ensure that proper signage and/or traffic control is maintained at the work place. The Contractor shall be responsible for implementation and compliance with all applicable OSHA requirements and regulations.

**Contractor:**

The Individual, Partnership, or Corporation undertaking the execution of the work under terms of the Contract with the Owner, and acting directly, or through a Duly Authorized Representative.

**Correction of Work:**

The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, primarily hydrants, curbs and grassed areas. The Owner shall give notice of observed defects with reasonable promptness. All questions arising as a result of findings shall be decided by the Mars Hill Town Council, or their Representative.

**D.E.P.:**

The Maine Department of Environmental Protection.

**Initial Completion:** The demolition work must be completed by 5:00 PM, November 1, 2020, unless the contract is extended or withdrawn by the Town of Mars Hill before that date.

**Final Completion:** shall be 5:00 PM, June 30, 2021 including repairs due to settlement and a catch of grass.

**Labor and Wages:**

The Contractor shall conform to the Labor Laws of the State of Maine, and all other laws, ordinances and legal requirements affecting the work in Maine.

**M.D.O.T.:**

Maine Department of Transportation.

**M.S.D.S.:**

The Contractor shall provide to the Town of Mars Hill one (1) copy of Materials Safety Data Sheets (MSDS) for all materials purchased for use by the Contractor for use in work owned by the Town of Mars Hill.

**O.S.H.A.:**

Occupational Safety and Health Administration.

**Owner:**

The Town of Mars Hill hereinafter referred to as the Town.

**Payments:**

Will be made in accordance with the Warrant Schedule developed by the Town of Mars Hill; generally every Wednesday. Invoices for payment must be received by noon of the Monday preceding the warrant date.

**Subcontractor:**

The Individual, Partnership, or Corporation undertaking the execution of a part of the work under terms of the Contract by virtue of an agreement between himself or herself and the Contractor. Meaning any Individual with equipment hired to perform the required tasks.

**Work In Place:**

Is expected to be of high quality. All work will be determined and supervised.

## **ARTICLE 2 – Intent and Correlation of the Contract Documents**

It is the intent of the contract documents to describe a complete project. The Contractor shall furnish all Labor, Materials, Tools, Transportation, Insurance, and Incidentals, which are reasonably required to maintain the listed roads. The plans including all revisions, Instructions to Bidders, the General Conditions of the Contract, Executed Contract, General Construction Specifications, and completed Bid Proposal comprise the contract documents.

Should the Contractor discover any error, omission, or inconsistency in the contract documents which would require additional costs above that shown in the bid, he shall notify the Owner at least twenty-four (24) hours before the bids are due. Should errors, omissions, inconsistencies or differing site conditions be discovered after contract award, then the Owner shall be promptly notified and affected work suspended until a resolution is found. In the event that there is a conflict between requirements of the plans and specifications, the more stringent requirements will be followed. Neither the Mars Hill Town Council, nor their agents take responsibility for quantities required to complete the project.

## **Article 3 – Permits, Laws, and Regulations**

It is the responsibility of the Contractor to comply with all laws, regulations, and permit conditions, including safety regulations. If the Contractor discovers that the contract documents conflict with any laws, regulations, or permit conditions, the contractor shall promptly notify the Owner. In addition, if the Contractor's proposed methods require it, it shall be the contractor's responsibility to obtain any variances or permit modifications required.

## **ARTICLE 4 – Liquidated Damages**

If the Contractor is in violation of any of the terms of this contract, or if the Town of Mars Hill or its representative is of the opinion that work described in this contract is being performed unsatisfactorily, the Town shall notify the Contractor by certified mail setting forth the basis for the Town's complaint. Upon receipt of such notice, the Contractor shall have ten (10) days to comply with the terms and conditions of this contract or rectify the unsatisfactory work. If at the expiration of the ten (10) day period, the Town's representative is dissatisfied with the Contractor's performance, or the Contractor is not in compliance with the terms of this contract, the Town will, by certified mail, notify the Contractor to discontinue all work to be performed under this contract. The Town may thereupon, by contract, or otherwise complete the work, and the Contractor or its surety shall be liable for costs, which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

## **ARTICLE 5 – Changes in the Work**

The Owner may request changes, increases, or decreases of the work without invalidating the original agreement. Any changes involving a change in the contract price or time must be authorized by a Change Order executed by the Contractor and the Owner.

Hourly rates for equipment not listed specifically in the Contract Documents shall be paid for at the applicable rate as determined by the Means Construction Cost Guide, or equivalent.

## **ARTICLE 6 – Condition, Care and Safety**

The Contractor will be responsible for the safety of employees, as well as the traveling public, to ensure that proper signage and/or traffic control is maintained at the work place. The Contractor shall be responsible for implementation of all applicable OSHA requirements and regulations.

## **ARTICLE 7 – Contract Termination**

Should the Contractor fail to complete the work in accordance with the Contract Specifications, the Owner may, after giving written notice to the Contractor, terminate the contract and arrange for the work to be completed by others.

## **ARTICLE 8 – Contractors Insurance**

The Contractor shall not commence work under this contract until all insurance required has been obtained. The Contractor agrees to maintain liability insurance to protect it from personal injury, death or property damage claims which may arise from operations under this contract. The Contractor shall have and maintain Workers' Compensation

Insurance for his employees as required by State Law, General Liability Insurance, and Vehicle Liability Insurance during the life of the Contract in the following amounts:

Compensation Insurance:		As required by law
General Liability Insurance:	Bodily Injury	\$400,000
	Property Damage	\$400,000
Vehicle Liability Insurance:	Single Occurrence	\$400,000
Workers' Compensation:	Each Accident	\$500,000.00 (or)

Workers' Compensation State of Maine Approval Predetermination Status

The Contractor shall furnish the Town with the required Certificates of Insurance, naming the Town of Mars Hill as Additional Insureds, with a minimum of that amount stated above. **SAID CERTIFICATES OF INSURANCE, IN ADDITION TO THE AMOUNT OF COVERAGE, SHALL CARRY A STATEMENT WORDED AS FOLLOWS:** *In the event of Cancellation or Expiration of any of the foregoing policies, ten (10) days written notice by the Insurance Company shall be mailed to the Town of Mars Hill.*

The Contractor shall be required to submit to the Certificates of Insurance to the Town before the start of any work.

The Insurance Requirements for the Contractor shall also apply to any and all Subcontractors hired by the Contractor.

The Contractor shall have and maintain liability insurance that is in force until the work is completed and accepted by the municipalities. The Contractor shall furnish, to the municipality, a certificate of insurance, within two weeks of notice to the Contractor of the acceptance of its offer. The failure to provide this certificate will constitute a breach of the Contract and may at the discretion of the municipality result in termination of the Contract. The Contractor shall furnish to the Municipality a copy of an insurance policy within one month of notice to the Contractor of the acceptance of its offer.

The Contractor further agrees to indemnify, assume the defense of, and save harmless the Municipality, its agents and employees from liability, actions claims or damage for wrongful death, personal injury or property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of duties, and the work performed under this contract. This indemnification extends to all costs and all attorneys' fees incurred by the Municipality.

#### **ARTICLE 9 – Labor and Wages**

The Contractor shall conform to the Labor Laws of the State of Maine, and all other laws, ordinances and legal requirements affecting the work in Maine.

By entering into this contract the Contractor acknowledges and agrees that he shall serve hereunder in the capacity of an independent contractor, including but not limited to such as described in the Maine Workers' Compensation Act, 39-A M.R.S.A., 102(13), and shall not be deemed an employee or representative of the Town. The Contractor understands and agrees that as an independent Contractor, no Federal or State Income Tax will be deducted by the Town, and no retirement benefits, Medicare, survivor benefit insurance, group life insurance, vacation and sick leave, workers' compensation, unemployment and similar benefits available to Town employees will accrue.

#### **ARTICLE 10 – Disputes**

Any and all questions arising as a result of findings shall be decided by the Mars Hill Town Council, or their Authorized Representative(s).

Disputes between the Owner and Contractor, which cannot be otherwise resolved, shall be settled by litigation.

#### **ARTICLE 11 – Federal Mandates Affecting CDL Operators**

The Contractor shall, after January 1, 1996, provide documentation certifying that he is in compliance with Federal Requirements regarding drug and alcohol testing for CDL operators. Failure to provide this documentation shall be grounds for contract termination.

The requirements for the Contractor shall also apply to any and all Subcontractors hired by the Contractor.

## **ARTICLE 12 - Miscellaneous**

### a. Pre-inspection

Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their own investigation. The Municipal Representative will be available to have the site inspected. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of pre-inspection of a site.

### b. Right to change or additional work

The Municipality reserves the right to submit change orders in writing to the Contractor. In that event, the municipality will negotiate with the Contractor to determine the new costs. The Town reserves the right to change unit quantities up to 20% without negotiating a new price.

### c. Clean up

At the completion of the work, the site shall be left in a neat and clean condition, subject to approval of the Municipal Representative.

### d. Warranties

The Contractor guarantees that the work to be done under this contract and the materials to be furnished by the supplier for use in the construction of the same will be free from defects or flaws. This warranty shall be for a period of one year from the date of completion.

### e. Acceptance period

The Municipality shall have up to a maximum of 30 days from date of bid opening to accept an offer.

### f. Notice of acceptance

The Contractor will be notified in writing by the municipality of the acceptance of its offer in whole, or in part, within five (5) business days of when it has been accepted. Failure to comply with this notice requirement shall constitute a breach of the Contract. An offer cannot be accepted verbally.

### g. Rejection of offers

The Municipality reserves the right to reject any or all proposals whenever such rejection is in their best interest. The Municipality reserves the right to reject the proposal of a Contractor who has previously failed to perform properly or to complete on time Contracts of a similar nature. The Municipality also reserves the right to reject a proposal from a Contractor if an investigation shows that the Contractor is not in a position to perform the Contract.

### h. Pre-bid conference

At the discretion of the municipal representative a pre-bid conference may be scheduled to discuss scope of services, terms of this contract and scheduling of work. Contractors who wish to be considered for acceptance must attend any scheduled conference.

### i. Payment

The Municipal Representative shall make payment in full after completion, inspection and acceptance. The Unit Price per ton will include surface preparation, mobilization, hauling and placing material, traffic control (if specified herein), and final cleanup.

**BID PROPOSAL FORM  
BUILDING DEMOLITION**

Having carefully examined the Form of Contract, General Conditions, and Specifications for the Town of Mars Hill’s Building Demolition work, we, the undersigned, propose to furnish all Labor, Equipment, and Materials as outlined in the Specifications for;

Description of Work	Area of Work	Qty	Unit	Bid Price	Extended Price
Office Demo	Town Office	1	LS	\$_____	_____ (In Words)
Foundation Demo	Town Office	1	LS	\$_____	_____ (In Words)
Septic Tank/Wing Wall	Town Office	1	LS	\$_____	_____ (In Words)
Restoration	Garage	1	LS	\$_____	_____ (In Words)

SIGNED: \_\_\_\_\_

PRINTED: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

Email: \_\_\_\_\_