

INVITATION TO BID NUMBER 022009

RETURN THIS BID TO:

**Attention Keith Matherne/ITB #022009
PO Box 360
259 US Route One
Scarborough, ME 04070-0360**



THIS IS NOT AN ORDER

DATE ITB ISSUED: 10/01/08

ITB TITLE: Route One Sidewalk Project

SEALED BIDS MUST BE SUBMITTED TO THE PURCHASING AGENT, TOWN CLERK'S OFFICE, OR DELIVERED TO THE OPENING LOCATION AND MUST BE TIME AND DATE STAMPED BY THE PURCHASING AGENT or HIS DESIGNEE PRIOR TO THE BID OPENING ON October 15th, 2008 AT 3:00PM AT WHICH TIME THEY WILL BE PUBLICLY OPENED.

OPENING LOCATION: Town of Scarborough, Town Hall, located at 259 US Route One Scarborough, ME 04074 in the Town Manager's Conference Room, Main Level.

F.O.B. POINT: FINAL DESTINATION

EMAILED AND/OR FAXED BIDS ARE NOT ACCEPTABLE.

ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED TO KEITH MATHERNE, PURCHASING AGENT, at (207) 730 4089 or kmathern@ci.scarborough.me.us. THE PREFERRED METHOD IS VIA EMAIL.

IMPORTANT NOTICE: If you received this solicitation from the Town's web site, you must register with the Purchasing Agent to receive subsequent amendments.

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the contracting for all necessary services per the scope of work, specifications and drawings prepared and attached hereto.

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. It lists the name of each company or person that offered a bid and the price they bid. It may also provide notice of the Town's intent to award a contract(s) to the bidder(s) indicated. A copy of the Bid Tabulation will be mailed to each company or person who responded to the ITB. Bidders identified as the apparent low responsive bidders are instructed not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent.

PAYMENT FOR TOWN PURCHASES: Payment for goods and services satisfactorily provided to the Town of Scarborough, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

TAX EXEMPT: The Town of Scarborough is exempt from all Federal and State Taxes.

CONTRACT ADMINISTRATION: The administration of this contract is the responsibility of Dan Bacon, Town Planner and Keith Matherne, Purchasing Agent.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices.

PERFORMANCE AND PAYMENT BONDS: Performance and Payment bonds are **NOT** for this contract.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the Town shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance and copies of the actual policies must be furnished to the Purchasing Agent prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a

material breach of this contract and shall be grounds for termination of the contractor's services.

Proof of insurance is required for the following:

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance and copies of the actual policies shall be filed with the Purchasing Agent within five (5) days following notification of the Bid Award.

WORKERS COMPENSATION:

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. All coverage shall be in accordance with State of Maine laws in effect and the requirements of the Workers Compensation Board.

LIABILITY INSURANCE:

The Contractor shall carry and maintain, until final written acceptance of the work by the town, insurance as specified below and in such form as shall protect the Town of Scarborough and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

1. For liability, for bodily injury, including accidental death \$400,000 on account of one occurrence and \$400,000 aggregate limit.
2. For liability for property damage \$400,000 on account of any one occurrence and \$400,000 aggregate limit.
3. All policies shall be so written that the Purchasing Agent's office of the Town of Scarborough will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of Insurance and copies of actual policies from the Contractor's insurance carrier shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town of Scarborough or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract.

AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability Insurance with a minimum limit of liability for bodily injury, property damage or death in the amount of \$400,000 for each occurrence

Failure to supply satisfactory proof of insurance within the time required will cause the Town to declare the bidder non-responsive and to reject the bid.

SUPPORTING INFORMATION: The Town strongly desires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Purchasing Agent that the services offered meets the ITB specifications and/or scope of service and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Town reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the services offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Town and may include the requirement that a bidder will provide a sample product(s) so that the Town can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information, within the time set by the Town, will cause the Town to consider the offer non-responsive and reject the bid.

FIRM, UNQUALIFIED AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

CONTRACT PRICES: Contract prices are to remain firm through the duration the contract.

ALTERATIONS: The contractor must obtain the written approval from the Community Services Director or Purchasing Agent prior to making any alterations to the specifications contained in this ITB. The Town will not pay for alterations that are not approved in advance and in writing by the Community Services Director or Purchasing Agent.

WARRANTY: The contractor shall guarantee the work on the entire project for a period of one (1) year after the final acceptance of the completed work by the Town for the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom. Additionally this covers items that are found to be defective at the time the entire project is accepted but not corrected until later by the Contractor.

COMPLETION: Indicate, in the space provided under "Bid Schedule", the time required to complete the project after the receipt of an order. Failure to make an entry in the space provided will be construed as an offer to complete within the specified schedule.

SITE INSPECTION: Bidders are encouraged to visit the site so that they can see the conditions under which the work described in this ITB will be performed. If a bidder

chooses not to visit the site, such failure will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications and/or scope of services of this ITB.

INVOICES: Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award or Delivery Order. Payment schedule will be determined with the winning bidder. Question concerning payment must be addressed to the Town of Scarborough's Accounts Payable Department.

CONTRACT CANCELLATION: The Town reserves the right to cancel the contract at its convenience by giving written notice to the contractor. The Town is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

METHOD OF AWARD: Award will be made to the bidder who is in the Town's best interests. **Lowest Responsive, Responsible Bidder** may be the most controlling force for determination of award.

The Town of Scarborough reserves the right to accept or reject any and all bids when it is deemed in the best interest of the Town.

ADDITIONAL INFORMATION:

ALL inquiries or requests concerning this Invitation to Bid shall be made in writing and must be received before the close of business on July 18th, 2008 to the Attention of Keith Matherne, Purchasing Agent by fax (207 730-4167) or email to kmathern@ci.scarborough.me.us. The Town is not responsible for oral interpretations given by any Town employee, representative or other.



Town of Scarborough, Maine

P.O. BOX 360 • SCARBOROUGH, MAINE 04070-0360

Route One Sidewalk Project

Scope of Work

The Town of Scarborough is seeking bids to construct a fiber reinforced concrete sidewalk, of approximately 150-lineal feet in length, along the Route One frontage of the Coastal Community Church from the new development of Bessey Square to Ward Street. In addition, the work includes the installation of electrical conduit and a concrete street light base on the Town Hall property across Route One.

In addition to the design presented in the attached plans and details, the following details are required:

- The materials and methods shall comply with MDOT Standard Specifications, revised December 2002, except as otherwise noted.
- Concrete: Concrete is not required to meet MDOT specification. Submit shop drawing of concrete mix design.
- Sidewalk width: Varies, 5-feet or 6-feet, see attached plans for specific locations
- Curb reveal: Match existing curb reveal
- Granite curb: Existing vertical granite curb shall be re-used to the extent possible and supplemented with new straight and radiused vertical granite curb as required to complete the work. Replace all 4-foot terminal end granite curb at proposed ADA ramps with 6-foot terminal end granite curb. Provide new sloped granite as shown on the plan. All existing granite curb not used shall be delivered to public works.
- Remove approximately 5-feet of existing bituminous curb near the property line to the Bessey Square development in order to place the sidewalk at the property line with the Bessey Square development.
- The work shall include the installation of a 24"x48" ADA compliant truncated dome detectable warning surface, meeting the dimensional and light reflectivity requirements of the American with Disabilities Act Accessibility Guidelines (ADAAG) at each ramp location-2 required. The tactile warning surface product shall be made of stainless steel with a yellow powder coated finish, replaceable by a bolt system and installed by a wet-set method.
- ADA ramp width shall be 5-ft minimum or as noted on the plan
- Pavement repair for installation of curb shall equal existing thickness

- Street light concrete base: 20-inch diameter by 5 feet with a 1-inch diameter schedule 40 PVC conduit with radius elbow cast integral to the base. The reveal of the concrete base to finish grade shall be a maximum 2-inches.
- Street light base anchor bolts: Four(4)-3/4-inch by 30-inch “L” shape bolts with a 3-inch reveal on an 11-inch bolt circle cast integral to the concrete base.
- Street light power conduit: 1-inch schedule 40 PVC conduit, backfilled in sand with warning tape.
- Final location of the street light shall be coordinated with the Town Engineer once dig-safe has marked the site.
- Removal and reinstallation of the existing street sign on the Town Hall property and “Fire Station Ahead” warning sign.
- Restore disturbed lawn on the Town Hall property and loam and seed the esplanade area noted on the plan.
- Traffic control plan shall comply with the requirements of the Street Opening Ordinance and as required by The Department of Public Works.



RESIDENTIAL HOUSE DRIVE

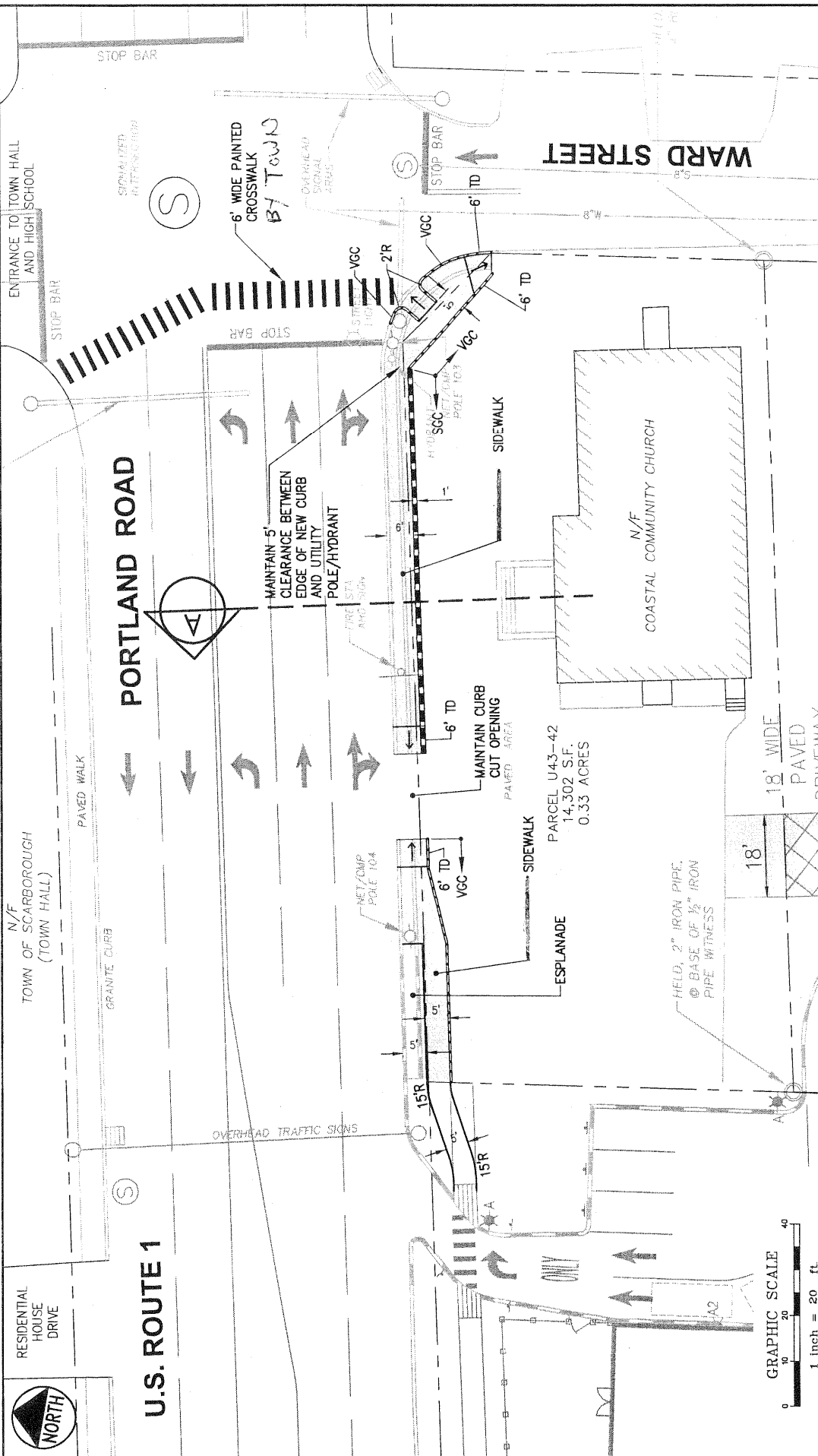
N/F TOWN OF SCARBOROUGH (TOWN HALL)

ENTRANCE TO TOWN HALL AND HIGH SCHOOL

U.S. ROUTE 1

PORTLAND ROAD

WARD STREET



GRAPHIC SCALE
 0 10 20 40
 1 inch = 20 ft

DRAWN:	CCD	DATE:	11.14.07
DESIGNED:	JAL	SCALE:	1" = 20'
CHECKED:	JAL	JOB NO.:	2781
FILE NAME:	2781-SP.dwg		

DeLuca-Hoffman Associates, Inc.
 78 MAIN STREET, SUITE 8
 SOUTH PORTLAND, ME 04106
 207.775.1121
 WWW.DELUCAHOFFMAN.COM



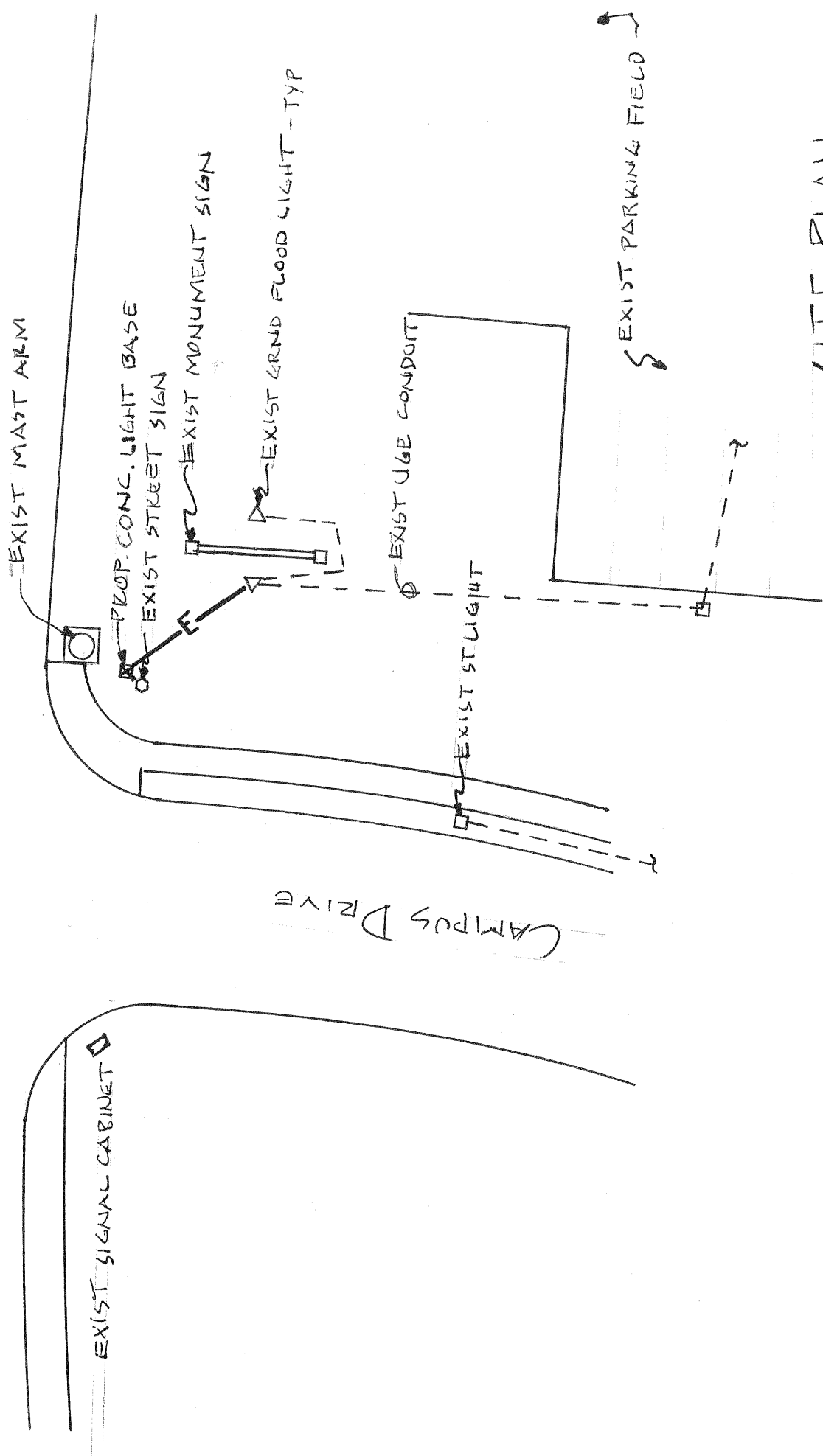
ROUTE 1 / WARD STREET SIDEWALK

PLAN VIEW
 Revised June 18, 2008

FIGURE

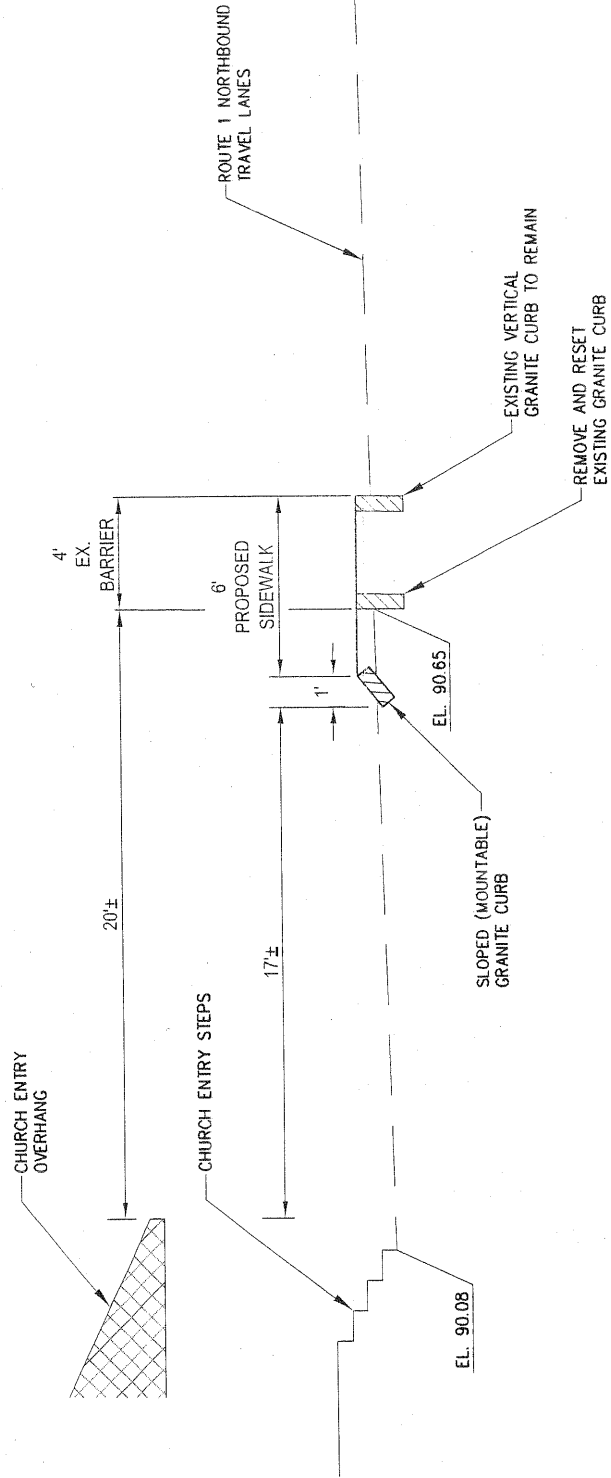
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U.S. Route One



SITE PLAN
LIGHT POLE BASE &
ELECTRICAL CONDUIT

NIS



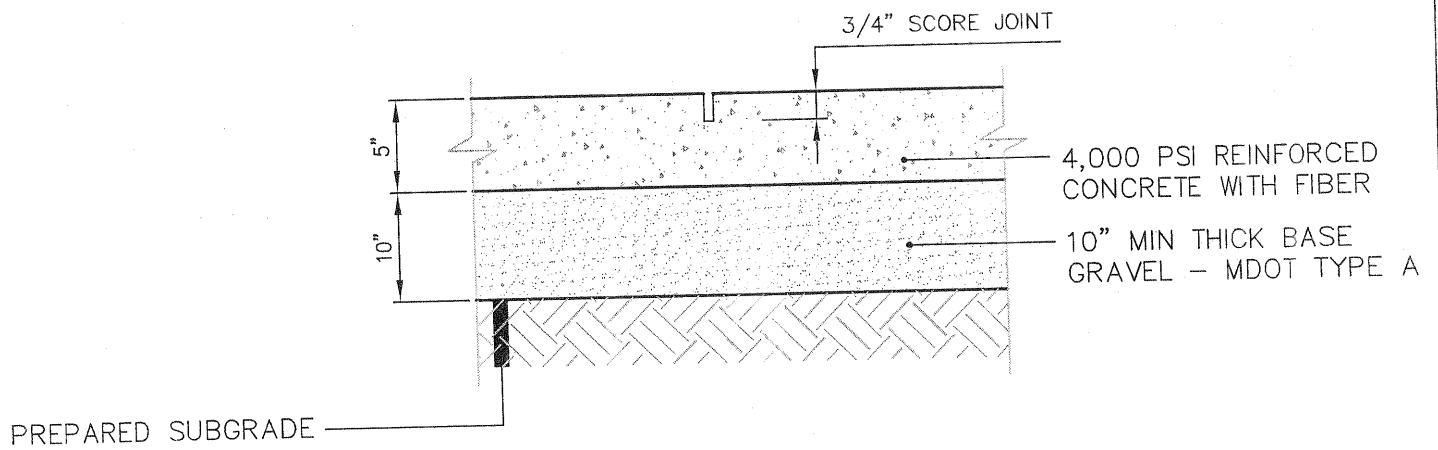
SECTION A

ROUTE 1 / WARD STREET SIDEWALK

DRAWN:	COO	DATE:	11/14/07
DESIGNED:	JAL	SCALE:	1" = 4' (HORZ)
CHECKED:	JAL	JOB NO.:	2791
FILE NAME:	2791-SP.dwg		

DeLuca-Hoffman Associates, Inc.
 778 MAIN STREET, SUITE 8
 SOUTH PORTLAND, ME 04106
 207.775.1121
 WWW.DELUCAHOFFMAN.COM





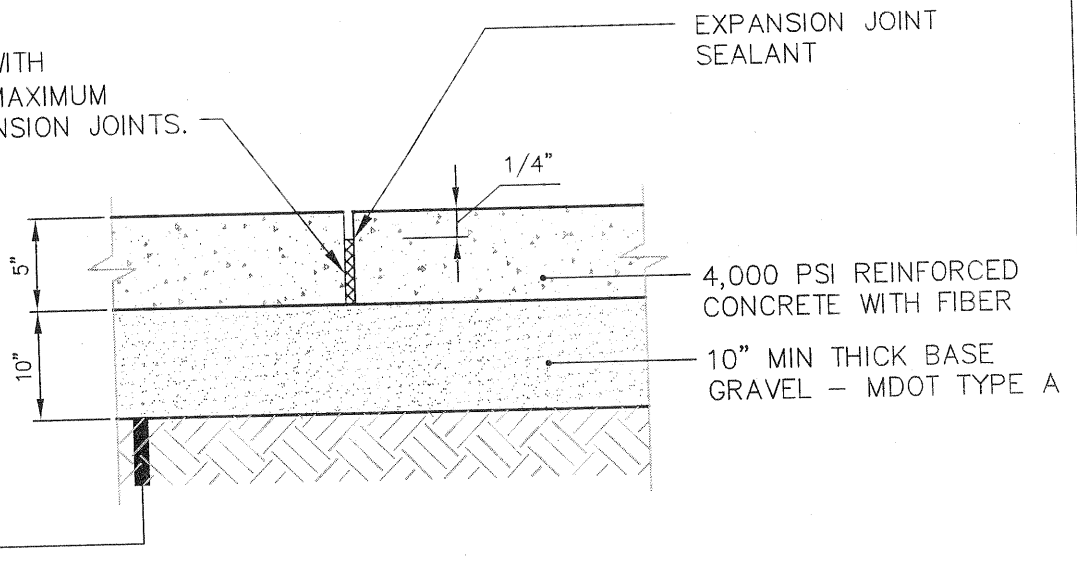
NOTE:

1. A 1" TOOLED EDGE SHALL BE PROVIDED AT ALL JOINTS AND SIDEWALK EDGES.
2. TOOLED EDGE - FINE TO MEDIUM BROOM FINISH.

SIDEWALK SCORE JOINT

N.T.S.

1/2" EXPANSION JOINT WITH
PREFORMED FILLER 30' MAXIMUM
SPACING BETWEEN EXPANSION JOINTS.



NOTE:

1. CONCRETE SIDEWALK TO HAVE FINE TO MEDIUM BROOM FINISH PERPENDICULAR TO CURBLINE.
2. PROVIDE 1/2" WIDE EXPANSION JOINT BETWEEN SIDEWALK AND ALL FIXED OBJECTS.

SIDEWALK EXPANSION JOINT

N.T.S.

EASEMENT DEED

COASTAL COMMUNITY CHURCH, a Maine not-for-profit corporation, with a mailing address of PO Box 1184, Scarborough ME 04074-1184 ("Grantor"), grants to the **TOWN OF SCARBOROUGH**, a municipal corporation, with a mailing address of PO Box 360, Scarborough, ME 04074 (the "Town"), the following rights and easements over a portion of Grantor's property situated on US Route 1 in the Town of Scarborough, County of Cumberland, Maine:

An easement for pedestrian passage on and over the sidewalks shown as "Bituminous Sidewalk" and the portion of Grantor's driveway located between those sidewalks as depicted on the Plan entitled "Route 1/Ward Street Sidewalk, Plan View" by DeLuca-Hoffman Associates, Inc., revised June 18, 2008, a copy of which is on file in the Planning Department of the Town of Scarborough and a reduced copy of which is attached as Figure 1 hereto.

Also granting to the Town an easement for highway purposes to widen the roadway in that portion of Grantor's property which lies between the easterly section of bituminous sidewalk and the sidelines of US Route 1 and Ward Street as shown on the aforementioned Plan.

Together with the right of the Town to construct, maintain and repair said sidewalks, esplanade and roadway.

The Town shall be responsible for constructing, maintaining and repairing the sidewalk, esplanade and roadway areas described above, but shall have no obligation to construct, maintain or repair Grantor's driveway.

This easement is located upon and burdens the property of Grantor described in a deed dated July 8, 2005 from Gail I. Bourgoin and Reginald A. Bourgoin to Coastal Community Church, recorded in the Cumberland County Registry of Deeds in Book 22859 Page 248.

COASTAL COMMUNITY CHURCH

By: _____
Its: _____

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

PERSONALLY APPEARED the above named Dwayne A. Hopkins in his/her capacity as Pastor/CEO of Coastal Community Church and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of Coastal Community Church.

Carrie Noyes
Notary Public/Attorney at Law

CARRIE NOYES
Notary Public, Maine
My Commission Expires March 7 2014



Town of Scarborough, Maine

U S R O U T E O N E , P O B O X 3 6 0
S C A R B O R O U G H , M A I N E • 0 4 0 7 0 - 0 3 6 0

KEITH L. MATHERNE
PURCHASING AGENT

TO: ITB 022009/ROUTE ONE SIDEWALK PROJECT
FROM: KEITH L. MATHERNE, PURCHASING AGENT
SUBJECT: ITB 022009 BID OPENING DATE CHANGE
DATE: 10/01/08
CC: JIM WENDEL, TOWN ENGINEER

Prospective Bidder,

The Town of Scarborough has changed the Bid Opening date for ITB 022009 from October 14th, 2008 at 3:00pm to October 15th, 2008 at 3:00pm. The opening location will remain the Town Manager's Conference Room located on the Main level of the Municipal Building.

If you have any questions regarding this Amendment, please do not hesitate to contact me.

Best Regards

Keith Matherne