Invitation for Bids



# CITY OF ABERDEEN

**DEMOLITION OF 21 N. PHILADELPHIA BOULEVARD**

**BID NO. 17-11**

NOTE: QUESTIONS CONCERNING THIS SOLICITATION

MUST BE FAXED OR E-MAILED TO:

Phyllis Grover

Department of Planning and Community Development

Email: pgrover@aberdeen-md.org

Phone: 410-272-1600 ext. 216

 Fax: 410-272-8163

**NOTICE TO CONTRACTORS**

**If you should have any questions pertaining to this Notice, General Conditions, or Scope of Work then contact the person listed below:**

 **City of Aberdeen Project Manager: Phyllis Grover**

 **60 North Parke Street pgrover@aberdeen-md.org**

 **Aberdeen, MD 21001**

 **410-272-1600 ext. 210**

Written or faxed requests for clarification and additional information must be received in the Department of Planning and Community Development no later than September 2, 2016 to ensure adequate time to prepare and circulate any necessary addenda to all offerors.

A mandatory site visit shall be held at the project site on August 29, 2016 at 9:00 a.m. Contractors shall be permitted to photograph the interior and exterior of the property for the purposes of this project.

One (1) original and one (1) sealed copies of the proposal must be received in the **Department of Planning and Community Development at the City of Aberdeen, 60 North Parke Street, Aberdeen MD 21001 no later than 3:00 p.m. on September 8, 2016**. There will be a public opening. The proposal must be accompanied by a brief transmittal letter, signed by an officer authorized to bind the firm to its proposal with required affidavit(s) attached.

**TABLE OF CONTENTS**

Invitation for Bids 1

Notice to Contractors 2

General Conditions 4

Scope of Work 6

Contract Agreement 8

Bid Form 11

Bid Proposal 12

**General Conditions**

1. **Permits**

The contractor shall provide and secure demolition permits in accordance with all applicable regulations.

1. **Insurance**

The contractor shall provide a copy of a current Certificate of Insurance and any subcontractor’s Certificate of Insurance. Policies will need to include worker’s compensation, in all states worked, comprehensive general liability, automobile liability, and if necessary, environmental, asbestos, and pollution liability. Coverage shall be written on an occurrence basis with A, M, Best A-rated companies. Specific project limits and required language are as follows:

1. Commercial General Liability

 General Aggregate $2,000,000

 Products-Comp. Oper. Agg. $2,000,000

 Personal & Adv. Injury $2,000,000

 Each Occurrence $2,000,000

 Fire Damage (any one fire) $200,000

 Med. Exp. (any one person) $10,000

1. Automobile Liability

Comb. Single Limit $1,000,000

1. Worker’s Compensation Minimum State Requirements
2. Excess Liability, unless specified, this coverage is not required, but may be obtained to satisfy underlying limits of insurance.

1. **Licenses**

Contractor shall submit to owner all applicable and current licenses. Licenses shall be kept current for the duration of project. All employees on site must be properly licensed in accordance with the State of Maryland statutes.

1. **Health and Safety Plan**

Contractor shall prepare and make available on site, a Health and Safety Plan (HASP). HASP shall conform to current regulations.

1. **Temporary Facilities**

Contractor shall be responsible for providing the following temporary facilities:

1. Fencing around perimeter of property.
2. Toilets
3. **Waste Disposal Sites**

Contractor shall submit and have approved by the owner proposed disposal sites.

1. **Waste Management Plan**

Contractor shall submit a Waste Management Plan detailing anticipated waste streams, handling, processing and packaging of waste streams and disposition of waste streams to the owner.

1. **Schedule**

The Scope of Work will be completed by November 14, 2016. Work shall be performed to minimize disruption to owners, tenants, and operations of aforementioned.

1. **Performance Bond**

100% of the construction costs shall be submitted in the form of a Performance Bond to the City of Aberdeen (see Item J).

1. **Award**

Once the Bid is awarded the contractor shall execute the Contract Agreement and submit a Performance Bond for 100% of the construction costs.

1. **Notice to Proceed**

Once the Contract is executed the Notice to Proceed will be given to the contractor.

1. **Payment**

The contractor shall submit for review and approval two (2) copies of the Application and Certification for Payment to the Project Manager for the City of Aberdeen.

1. **Liquidated Damages**

In the event the project is not completed by November 14, 2016 the successful bidder shall pay the City of Aberdeen $100.00 per calendar day until the work is completed as described in the Contract Scope of Work.

**SCOPE OF WORK**

1. Contractor shall be responsible for all costs associated with testing, inspections, and the proper disposal of hazardous materials on the site and provide a report of the results to the City prior to any work occurring. Materials that are identified through this process shall be removed/remediated from the site in the manner prescribed by the report and in a manner that complies with all applicable rules, laws, regulations, and commonly adopted standards.
2. Demolition and removal of below-grade construction to elevation, including basement walls, foundation walls, and footings.
3. Contractor shall ensure that the project site is secure at the conclusion of each work day and that hazardous conditions do not exist.
4. Removal of main structure, any other accessory use structures, and driveway located at 21 N. Philadelphia Boulevard. These items shall be further identified during the pre-bid meeting.
5. The demolition work shall commence in a logical manner, so as to keep site access and use as functional as possible.
6. Remove and transport all debris in a manner that will prevent spillage on adjacent surfaces and areas. All materials removed from the project site are to be legally transported to the waste disposal or recycling site.
7. All waste materials shall be removed from the project site and legally disposed of in an EPA and owner-approved landfill or recycling facility. No on-site burning of materials is allowed.
8. Any recycling facilities utilized for the project shall be an approved facility.
9. The contractor is required to make an effort to utilize any recycling option that is economical for the project. The practices and procedures to be implemented shall be identified in the Waste Management Plan.
10. All scrap materials and other items not identified by the owner for salvage shall become the property of the contractor. All revenue generated from the sale of said materials shall accrue to the contractor.
11. The City shall perform periodic and final inspections of work being performed to ensure all materials are being removed and in an appropriate fashion.
12. Upon completion of the demolition project, the contractor shall provide the following documentation to the City of Aberdeen:
13. Waste Disposal Documentation
14. Applicable sign-offs from other agencies
15. As directed by the City of Aberdeen, properly remove and cap all existing utilities and below grade utility structures.
16. Contractor shall adhere to the City of Aberdeen’s Grading and Sediment Control requirements outlined in the Code of the City of Aberdeen, Chapter 297. A Grading and Sediment Control Plan will be required prior to the start of demolition.
17. Backfill material shall be suitable for compaction and free of deleterious materials. Do not allow for rocks or lumps greater than four (4) inches. Materials may be from on-site “borrow” sources, crushed masonry, or brought from off-site locations.
18. Contractor shall rough grade below grade areas and make ready for excavation or backfill, as required. Contractor shall assure that areas are free of standing water, and/or debris, prior to backfilling.
19. Compaction – place backfill material in layers not to exceed 8” compacted depth and compact to a minimum 95% of maximum dry density or meet a density equal to or greater than adjacent original soil.
20. Site shall be final graded and seeded with no pooling and/or collection of surface water. Grade so as to provide surface water drainage and not impair any drainage or create drainage issues with adjacent properties or right-of-ways. Contractor shall grade the site to minimize the transition between existing and new grades.
21. All geotechnical costs and reports will be paid for by the contractor and submitted to the City of Aberdeen for review and approval.
22. Upon completion of the project, the contractor shall provide the following documentation to the City of Aberdeen:
23. Waste Disposal Documentation
24. Applicable sign-offs from other agencies
25. Compaction reports

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 | CITY OF ABERDEENDepartment of Planning and Community Development60 N. Parke StreetAberdeen, MD 21001410.272.1600 |

**CONTRACT AGREEMENT 17-11**

This Agreement, made and entered into this day of , 2016, by and between the City of Aberdeen, a body corporate and politic, existing under and by virtue of the laws of the City of Aberdeen, hereinafter referred to as the Owner, party of the first part,

 AND

 a Corporation, Partnership, Individual, doing business under the Laws of the State of Maryland, with its principal office at hereinafter called the Contractor, party of the second part; and

The Owner, pursuant to the authority vested in it by the City Charter, did, by solicitation heretofore made in accordance with the provisions of said Acts, invite proposals for the:

**DEMOLITION OF 21 N. PHILADELPHIA BOULEVARD**

**BID NO. 17-11**

in accordance with said solicitation and with the documents prepared by the City of Aberdeen and provided to the bidders, the Contractor submitted to the Owner a bid for the construction of the said work, and a contract was duly awarded by the Owner to the Contractor for the construction of the work for the price specified in the Contractor’s Bid Form, Bid No. 17-11, and the same was duly approved by the Owner; and the Invitation for Bid, bid tabulation, and all other Contract Documents are made a pertinent part of this contract as if incorporated herein.

The Contractor agrees to provide and furnish all labor; all necessary tools, parts, machinery, and equipment; all utility and transportation services; and all materials, both expendable and permanent; and, at its own risk and expense, to construct and complete all items of work within the time specified, time being of the essence of this contract, all in accordance with the Request for Bid and Specifications as approved by the Owner, all other Contract Documents, and such instructions as may be issued by the Owner during the progress of the work, and to complete all items of work therein required by November 14, 2016.

The Contractor will pay and the Owner will accept, in full consideration for the performance of the Contractor's obligation hereunder the estimated amount of $ . The Contractor shall make payment request in writing at the completion of work and acceptance.

The Contractor, by executing this Agreement, declares and asserts that it has read each and every clause in each of the Contract Documents, which are hereby made a part hereof with like force and effect as though recited herein at length, and fully understands the meaning of same, and that, in connection therewith, he has examined the site of the work and fully understands the character of the work to be done under this Agreement and agrees to complete the work in the number of days set forth in the Contract Documents.

The Contractor agrees, simultaneously with the execution of this Agreement, to deliver to the Owner a Performance Surety in the full amount of the contract price; said corporate surety shall be satisfactory to the Owner; an original Certificate of Insurance satisfactory to the Owner certifying that adequate and complete insurance is carried by the Contractor, in complete accordance with the requirements of the Contract Documents.

The Contractor further agrees that there shall be no discrimination against any employee, any application for such employment, or any other person in carrying out this project because of race, religion, color, national origin, sex or age.

IN WITNESS WHEREOF, the Owner, by virtue of a motion duly passed by its governing body, has caused this Agreement to be signed and executed in the name of the Owner and for the

Owner and the Contractor and has caused this Agreement to be executed the day and year first above written.

ATTEST: By:

 Company Name

 Date Signature

 Title

City of Aberdeen

Recommended for Approval

Phyllis Grover, Director Planning and

Community Development

Reviewed and Approved

Randy Robertson, City Manager

Approved

Patrick L. McGrady, Mayor

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| City Logo 2 | CITY OF ABERDEENDepartment of Planning and Community Development60 N. Parke StreetAberdeen, MD 21001410-272-1600 |

**BID FORM 17-11**

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

This Bid of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "Bidder"), a corporation, organized and existing under the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a partnership or an individual doing business as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ submitted to:

City of Aberdeen

Department of Planning and Community Development

60 N. Parke Street

Aberdeen, Maryland 21001

 Attn: Phyllis Grover, Director of Planning and Community Development

To Whom It May Concern:

The Bidder in compliance with your Invitation for Bid in the City of Aberdeen, Bid No. 17-11, has examined the related documents and the site of the proposed work, being familiar with all of the conditions surrounding the proposed project including the materials, supplies, and proposes to complete the project in accordance with the Contract Documents within the time set forth therein, and at the price stated below. The price is to cover all expenses incurred in performing the work required under the Contract Documents of which this Bid is a part.

The Bidder declares that the attached Invitation for Bid therein referred to has been carefully examined and is understood. It is proposed and agreed, if the bid is accepted, to contract with the City of Aberdeen (Owner) to do the required work in the manner set forth in the Invitation for Bid.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" by the Owner and to be fully completed by November 14, 2016.

Bidder agrees to perform all the work described in the Invitation for Bid and for the fixed price as set forth in this Bid Form.

The fixed price shall include all labor, materials, equipment, cleaning, shoring, removal, overhead, profit, insurance, etc., to cover the finished work.

Bidder understands that the Owner reserves the right to reject any or all Bids or part thereof.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving Bids.

 Upon receipt of written notice of the acceptance of this Bid, Bidder will execute a formal contract within 15 days and delivery of Performance Surety as required by the Invitation to Bid.

The undersigned swears (or affirms) under the penalty of perjury that the Bidder, its agents, servants, and/or employees have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain favoritism in the award of any contract resulting from this Bid.

**DEMOLITION OF 21 N. PHILADELPHIA BOULEVARD**

**CITY OF ABERDEEN**

**BID NO. 17-11**

**PROPOSAL**

Unit Price for Hazardous Materials Abatement $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unit Price for Demolition and all other items specified

in the Scope of Work $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Contract Amount $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing fixed price includes and covers the furnishing of all materials, labor, necessary machinery, tools, apparatus, and means for performing the work, and doing of all the above mentioned work as set forth, described and shown in the Invitation to Bid, and other Contract Documents within the prescribed number of consecutive calendar days after service of written notice from the Owner to proceed with the work.

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Contractor's Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Title Date

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No. (\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Maryland Contractor’s License Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\*\* END OF BID FORM \*\***