

BID PACKAGE

FOR THE

SELECTIVE DEMOLITION AND FOUNDATION REPLACEMENT

FOR THE

TOWN OF EASTON

BID NO.: 18-56

**TOWN OF EASTON
14 SOUTH HARRISON STREET
EASTON, MARYLAND 21601**

August 1, 2017

**TOWN OF EASTON PUBLIC NOTICE
INVITATION TO BIDDERS**

TITLE: Selective Demolition, Lifting of Structure and Foundation Replacement, 308 South Street, Easton

BID NUMBER: 18-56

DATE: August 1st, 2017

Sealed Bids for this project shall be accepted by the Town of Easton, 14 S. Harrison St. Easton, Maryland, 21601 until **10:00 a.m.** local time on Friday **18th of August, 2017**, at which time they shall be opened and read aloud.

The Town of Easton is inviting bidders to bid on providing contracting work to perform **selective residential demolition, necessary bracing, lifting of structure, installation of foundation and anchoring of structure to the new foundation** of the Town of Easton owned property known as **308 South Street**.

The contracting work required to prepare the residential structure for restoration includes but is not limited to; Demolition of the front porch in total, demolition of a rear second floor bathroom in total, installation of bracing in preparation to lift the structure, installation of a CMU foundation on new footing, anchoring of the structure on the new foundation and damproofing and parging of foundation walls.

Interested parties are encouraged to bid on any or all of the Bid Items. Bid Packages are available on the Town of Easton website, or at the Town Office at 14 South Harrison Street.

Site Inspection is encouraged and may be scheduled by contacting the Town of Easton at 410-822-2526.

The Town of Easton reserves the right to reject any or all bids or to accept any bid, or portions thereof, when in their judgment, the public will be better served by said action.

**TOWN OF EASTON PUBLIC NOTICE
BID FORM**

TITLE: Selective Demolition and Foundation Replacement, 308 South Street, Easton

BID NUMBER: 18-56

DATE: August 1st, 2017

OPENING: Friday August 18 @ 10:00 A.M. Local Time

BID FORM

Proposal made by: _____

Address: _____

Bidder hereby submits proposal for the above titled project and agrees to enter into a contract within five days after acceptance of this proposal. Having carefully examined the buildings, specifications and drawings for the named project and having received clarification on all items of question, the undersigned hereby agree(s) to furnish all labor, material and equipment required for completion of work.

ITEM	DESCRIPTION	TOTAL PRICE
A.	Demolition of Rear 2 nd floor bathroom. Provide intrusion and weather protection of structure.	\$
B.	Demolition of front porch. Provide intrusion and weather protection of structure.	\$
C.	Internal and external bracing of the structure.	\$
D.	Lift structure to allow for the construction of a new foundation under the structure and lowering back onto foundation, when completed.	\$
E.	Dig footing around perimeter of structure and install a new CMU foundation. Including installation of sill anchors and or straps and damproofing and parging the exterior of CMU.	\$
F.	Anchor structure to foundation.	\$
TOTAL		\$

If at the time this contracting work is to be awarded the selected bid does not exceed the amount of funds estimated by the Town as available to finance the contracting work, the contracting work shall be awarded. If such bid(s) exceeds such amount, the Town may elect to reject bid(s). The Town reserves the right to select the proposal and alternates, which in its judgment will best serve the public interest. It is understood that the bid price will be firm for a time period of ninety (90) calendar days from the bid opening date. If the undersigned is notified of the acceptance of this proposal within this time period, they agree to execute a contract for the above stated compensation and to guarantee the delivery of this contracting work within sixty (60) calendar days and to commence work within thirty (30) calendar days from the date of contract execution.

Affidavits I and II are to be submitted by all bidders with this Bid Form.

Contractor Name, Address, Telephone Number

Bidder Name, Address, Telephone Number

Signature

(Federal Employer I.D. Number)

(Date Issued)

(Place of Issue)

**TOWN OF EASTON PUBLIC NOTICE
AFFIDAVIT I**

TITLE: Selective Demolition and Foundation Replacement, 308 South Street, Easton

BID NUMBER: 18-56

DATE: August 1st, 2017

OPENING: Friday August 18 @ 10:00 A.M. Local Time

NON-COLLUSION CERTIFICATE

COUNTY OF: _____

STATE OF: _____

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared _____ and made oath in due form of law that the Respondent herein, their Agents, servants and/or employees, to the best of their knowledge and belief, have not in any way colluded with anyone for and on behalf of the Respondent, or themselves, to obtain information that would give the Respondent an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Respondent, or themselves, to gain any favoritism in the award of the Contract herein.

(Notary Public)

(My Commission Expires)

**TOWN OF EASTON PUBLIC NOTICE
AFFIDAVIT II**

TITLE: Selective Demolition and Foundation Replacement, 308 South Street, Easton

BID NUMBER: 18-56

DATE: August 1st, 2017

OPENING: Friday August 18 @ 10:00 A.M. Local Time

DISCLOSURE OF INTEREST BY PERSONS DOING BUSINESS WITH THE TOWN OF EASTON

The undersigned does hereby declare that no officer or employee of the Town of Easton, whether elected or appointed has in any manner whatsoever any interest in or has received prior to hereto or will receive subsequent hereto any benefit, monetary or material consideration from the profits or emoluments of this contract, job, work or service for the Town, and that no officer or employee has accepted or received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the Town in connection with the contract, job, work, or service for the Town, excepting, however, the receipt of dividend or corporation stock.

I, we, do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavit are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

PRINTED NAME AND TITLE

FIRM NAME AND ADDRESS _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

**TOWN OF EASTON PUBLIC NOTICE
CONTRACTOR AND SUBCONTRACTOR LISTING**

TITLE: Selective Demolition and Foundation Replacement, 308 South Street, Easton

BID NUMBER: 18-56

DATE: August 1st, 2017

OPENING: Friday August 18 @ 10:00 A.M. Local Time

CONTRACTOR AND SUBCONTRACTOR LISTING - CONTINUATION

The following Contractors and Subcontractors will be employed by this contract:

No.	Type of Work	Address/Phone/Fax/Email	Md License	Percentage of Work
—	_____	_____ _____ _____ _____	_____	_____
—	_____	_____ _____ _____ _____	_____	_____
—	_____	_____ _____ _____ _____	_____	_____
—	_____	_____ _____ _____ _____	_____	_____
—	_____	_____ _____ _____ _____	_____	_____

List all Contractors and Subcontractors whose percent of work is 2% or greater. Types of work not listed indicate that the Bidder intends to perform the work with their own force. For additional Contractor and Subcontractors, please provide copies of this page, as required.

**TOWN OF EASTON PUBLIC NOTICE
BID PACKAGE**

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BID NUMBER: 18-56

DATE: August 1st, 2017

OPENING: Friday August 18 @ 10:00 A.M. Local Time

BID PACKAGE

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS

Instructions, forms and specifications may be obtained in person or by mail from the Office of Planning and Zoning for the Town of Easton, 14 S. Harrison St. Easton, Md. 21601

- 1.1. All proposals are to be submitted on and in accordance with bid forms for this purpose, which are attached hereto. Proposals shall be addressed to the Office of Planning and Zoning for the Town of Easton, 14 S. Harrison St. Easton, Maryland 21601 and shall be mailed or hand delivered at any time before the scheduled opening. Hand delivery of proposals, prior to the scheduled opening, shall be made to the Office of Planning and Zoning at the stated address during normal business hours (8:30 a.m. to 4:00 p.m.).
- 1.2. All proposals shall be submitted in sealed, plainly-marked envelopes supplied by respondent. Envelopes shall clearly state Project Title, Bid Date and Time and Name of Respondent.
- 1.3. Each proposal shall be accompanied by a notarized affidavit (Non-Collusion Oath) executed by the respondent, or in case the respondent is a corporation, by a duly authorized representative of said corporation.
- 1.4. Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Office of Planning and Zoning.
- 1.5. Any respondent finding any discrepancy in, or omission from the specifications, in doubt as to their meaning, or feeling that the specifications are discriminatory, shall notify the Office of Planning and Zoning in writing immediately, but not later than five (5) days prior to the scheduled opening of proposals. Exceptions, as taken, in no way obligate the Town to change the specifications. The Town of Easton Project Manager shall notify all respondents in writing by addendum duly issued, or any interpretations made of specifications or instructions.
- 1.6. The Town assumes no responsibility for oral instructions or suggestion. All official correspondence in regard to the specifications shall be directed to and shall be issued by the Town of Easton Project Manager or their assignee.

2. TOWN OF EASTON CONTRACTOR EVALUATION AND SELECTION PROCESS

The Town of Easton shall review the qualifications of respondents and shall uniformly evaluate them. An objective process shall evaluate qualifications. Said process may include the appointment of a review committee, which, to the extent practicable, should include persons with appropriate skills. Criteria to be considered in the evaluation of respondents for submission of proposals should include:

2.1 Specialized experience and professional competence.

- 2.1.1. Past record of performance on contracts with the Town of Easton or with other entities.
 - 2.1.2. Capacity of the respondent to perform the work.
 - 2.1.3. Avoidance of personal and organizational conflicts of interests prohibited under State and local law.
- 2.2. Information obtained in these evaluations shall be treated as confidential except when Federal, State or local law requires disclosure.
- 2.3. At no time during the entire procurement process shall information, which would provide an unfair competitive advantage, be conveyed to any candidate.
- 2.4. The Town's evaluation must be made solely on the basis of the technical and other evaluation criteria stated in the solicitation. These evaluating factors should include, as appropriate, the following factors:
- 2.4.1. The quality of the work (or items) to satisfy minimum project needs;
 - 2.4.2. Prices quoted, and consideration of other prices for the same or similar items or work;
 - 2.4.3. The business reputations, capabilities, responsibilities and past performance of the respective persons or firms who submitted proposals;
 - 2.4.4. Delivery requirements;
 - 2.4.5. Capacity to perform work within required time limits;
 - 2.4.6. Requirements for the avoidance of personal and organizational conflicts of interest.

3. AWARD OF CONTRACTS

- 3.1. The Town of Easton shall award all contracts in accordance with recommendations of the Town Manager, the Project Manager and the review committee (if deemed necessary) pursuant to the review process described above.
- 3.2. Any other considerations for the award will be stated on the specifications and proposal.
- 3.3. The Town of Easton intends, but is not limited to, awarding contract to the lowest responsible bidder. The Town reserves the right to reject any and all bids or portions thereof, when in their reasoned judgment the general public will be better served thereby.

4. RESERVATIONS

- 4.1. The Town of Easton reserves the right to reject any or all Proposals or portions thereof, when in their reasoned judgment, the public interest will be served thereby.
- 4.2. The Project Manager, with the approval of the Town Manager, may waive formalities or technicalities in proposals as the interest of the Town of Easton may require.
- 4.3. The Project Manager may waive differences in specifications, provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase maintenance and repair cost to the Town.

5. DISPUTES

In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Town Manager, Project Manager or authorized representatives, shall be final and binding to both parties.

6. AUTHORITY

Instructions, specifications, and proposals are issued, and all bids, quotations, orders and purchases are made pursuant and subject to the authority of the Town of Easton.

7. EXCEPTION

The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various proposal documents unless specifically noted otherwise in the proposal.

8. PRICING

Prices quoted on the Bid Form shall remain firm for the duration of contract period and shall not be subject to escalation.

9. PROPOSAL GUARANTY (BID DEPOSIT)

No proposal *in excess of* \$50,000 shall be considered unless accompanied by a certified check drawn on a solvent clearing house bank, made payable to the Town of Easton in the amount of ten percent (10%) of the Base Bid plus all Add Alternates. A satisfactory bid bond shall be acceptable in lieu of a certified check.

9.1. The proposal guarantee of the unsuccessful bidders shall be returned with thirty (30) days after the opening of the bids or upon execution of a contract with the successful bidder. Upon execution of a contract, the bid bond or certified check deposit shall be returned to the successful bidder.

9.2. Failure of the successful bidder to execute the contract and file acceptable security as defined above within the specified time shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty which shall become the property of the Town of Easton, not as a penalty but in liquidation of damages sustained. Award may then be made to the next lowest responsive, responsible bidder or the work may be re-advertised and constructed under contract or otherwise as the Town may decide.

10. CONTRACT SECURITY (PERFORMANCE AND PAYMENT BOND)

Concurrent with execution of all contracts *in excess of* \$50,000, the selected bidder shall submit to the Town a Performance and Payment Bond, Letter of Credit or Certified Check in an amount at least equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the contract.

10.1. The sureties of all bonds, letters of credit or certified checks shall be from such surety company or companies approved by the Town of Easton and authorized to transact business in the State of Maryland. The Town of Easton shall approve the security prior to execution of the contract.

11. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Town of Easton and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorney's fees) incurred by the Town or any of its officials, employees or agents as a result of any claim, demand, action or suit relating to any bodily injury (including death), loss or property damage caused by, arising out of, related to or associated with any act, omission or default of the Contractor, its employees or subcontractors, in the performance of or in connection with, any work required, contemplated or performed under the contract.

12. CONTRACTOR'S LIABILITY

The Contractor shall obtain and continue in force, during the term of the contract, all insurance specified below. Each insurance policy shall not be canceled or changed without sixty (60) days prior written notice by registered mail, given by the insurance carrier to the Town of Easton.

- 12.1. The Contractor shall deposit with the Town of Easton certificates evidencing the insurance it is to provide as follows:
 - 12.1.1. Worker's Compensation and Occupational Disease Disability Insurance as required by the laws of the State of Maryland.
 - 12.1.2. Employer's liability insurance in the amount of \$1,000,000 for each accident.
 - 12.1.3. Comprehensive automobile liability insurance for vehicles furnished by the Contractor with a combined single limit of \$1,000,000 for each occurrence.
 - 12.1.4. Comprehensive general liability insurance with a limit of \$2,000,000 annual aggregate and \$1,000,000 per occurrence.
- 12.2. The Contractor shall cause the aforesaid insurance policies to be duly and properly endorsed by insurance underwriters as follows:
- 12.3. To provide that Town of Easton is endorsed as an additional insured to the Contractor on liability coverage for work performed by the Contractor.
- 12.4. To provide that said insurance shall be primary in all instances with respect to work performed by the Contractor for the Town of Easton.
- 12.5. To provide contractual liability coverage for liability assumed under the terms of the contract.
- 12.6. To provide sixty (60) days' prior written notice of cancellation or change in coverage.

13. NOTICE TO PROCEED

Notice to proceed shall be given to the selected Contractor by the Town of Easton upon execution of a contract and the filing of proper insurance certificates and performance bonding with the Town of Easton.

14. GUARANTEE

Construction shall be guaranteed from defects in construction for eighteen (18) months and Materials shall be guaranteed from defects in construction for thirty-six (36) months from the date each buildings project is complete and approved.

15. TIME FOR COMPLETION

- 15.1. Contract shall commence immediately upon execution of a written contract and shall cover a maximum period of ninety (90) calendar days.
- 15.2. The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Town of Easton, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 15.3. The Town reserves the right to terminate the contract upon seven (7) days' notice in writing, if in the opinion of the Town, the work performed under the contract is not satisfactory and/or Town funds become unavailable. The Contractor shall be paid for their services for the amount of work done to this point according to the Bid Schedule.

16. INCOMPLETE WORK

If the Contractor fails to meet any portion of these specifications, or fails to complete any portion of the work required herein, the completed work shall become sole property of the Town of Easton and the Contractor shall not receive compensation until the work is completed or repaired and accepted by the Town. The Town of Easton shall utilize funds available through the Performance Bond to complete any incomplete or unacceptable work.

17. METHOD OF PAYMENT

- 17.1. Payments to the Contractor shall be made on a monthly basis. The Contractor shall submit to the Town of Easton a partial payment estimate (not more often than once a month) completed and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data. The Town of Easton will pay the Contractor within thirty (30) days of presentation of the approved partial payment estimate. In approving such partial payments there shall be retained ten percent (10%) of the estimated amount due. Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the Town of Easton a complete release of all liens arising out of this contract.
- 17.2. Payment for materials furnished and work done under this contract will be made for the actual amount of materials supplied and work done by authorization of the Town Manager or Project Manager and in accordance with the unit prices bid in the proposal. The Contractor shall not be entitled to receive additional compensation for anything furnished or done, except for such extra work as shall be required by written order of the Project Manager.
- 17.3. All work required for a complete and functional facility is to be paid for under the unit price items listed in the proposal (if any). The absence for the proposal of bid items for any specific category of work shall be interpreted as meaning that the cost of such work, accomplished as defined by the plans and specifications, shall be included in the prices bid for related items, which are listed in the proposal.
- 17.4. The unit prices indicated on the proposal (if any) shall be applied in computing the value of changes, additions, deletions and substitutions that may be made in the work following the Award of Contract. Each unit price shall include all work, materials and incidentals necessary to complete the items.

18. SCHEDULING NOTIFICATION

The Contractor shall notify the Town of Easton forty-eight (48) hours prior to start of construction. They shall also provide the Town with an estimated schedule for the project. The Town will notify the Contractor of specific points during construction where an inspection must be made before

additional work is completed.

19. PERMITS

Permits are the responsibility of the Contractor and the Contractor shall adhere to the terms of the various permits issued to them for this project. It shall be the responsibility of the Contractor to obtain the necessary permits with all permit fees paid by the owner.

20. INSPECTION

- 20.1. All work, which is the responsibility of the Contractor, shall be subject to inspection during and upon completion by the Town of Easton.
- 20.2. Failure of the Town to note faulty workmanship or discrepancies during installation shall not relieve the contractor of the responsibility for proper correction.
- 20.3. Any and all changes or repairs, which are required as result of inspection, shall be accomplished at no additional cost to the Town.

21. PUBLIC CONVENIENCE AND SAFETY

The Contractor shall at all times conduct the work in such a manner as to insure the least practicable obstruction to normal activities at the work site. The convenience and service of the general public and of the improvements shall be provided for in an adequate and satisfactory manner. Material stored along the improvements shall be placed so as to cause as little obstruction to the general public as possible. Additionally, Contractor shall maintain an orderly work environment and safeguard the public against hazards.

22. DUST AND NOISE CONTROL

The Contractor shall be required, at their own expense, to control dust and noise and provide protection measures during the entire duration of the Contract.

23. PROTECTION OF PROPERTY

- 24.1. The Contractor shall provide adequate protection of the work and adjoining areas at all times.
- 24.2. Any damage outside the limits of work shall be repaired or replaced to a condition of equal or better than existing, by the Contractor, subject to approval by the Town of Easton Project Manager.
- 24.3. The contractor shall, at their own expense, sustain in their places and protect from direct or indirect injury, all pipes, poles, utilities, walls, buildings, and other structures or property in the vicinity of their work, whether above or below ground, or that may appear in the excavation. They shall at all times have a sufficient quantity of timber and planks, chains, ropes, etc., at the work site and shall use them as necessary for sheeting excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened or weakened. The Contractor shall take all risks attending the presence or proximity of pipes, poles, walls, buildings and other structures and property of every kind and description in the vicinity of the work, whether above or below the surface of the ground and they shall be responsible for all damage and assume all expense for direct or indirect injury, caused by their work, to any of them or to any person or property by reason of injury to them, whether such structures are or are not shown on the drawings.

25. DISPOSAL OF DEBRIS

- 25.1. All debris created during the Contractor's work shall be removed from the premises by the Contractor and shall become the property of the Contractor unless otherwise shown. The Town of Easton assumes no responsibility for reuse of materials. The off-site disposal of demolition debris shall be performed by the Contractor and shall be transported only to the Mid-shore Regional Landfill, Dependable Recycling or a regulated recycling facility. Documentation of disposal and or recycling may be requested by the Town of Easton for verification of disposal of debris. Failure by the Contractor to properly dispose of material may result in non-payment by the Town of Easton for all services performed by the Contractor under this contract.

26. GENERAL SPECIFICATIONS

- 26.1. The work to be done under this contract includes, but is not limited to, furnishing all labor, materials, tools, equipment, superintendence, transportation and performing all work in strict accordance with these specifications and drawings.
- 26.2. The work shall be done under contract with the Town of Easton Council and supervision by the Town of Easton Code Official. The contractor shall assume all responsibility for the project and construction site until accepted by the Code Official or their assignee.
- 26.3. The work shall be complete in all its parts and ready for use in the time specified and in strict accordance with the terms and conditions of the contract. Any deviation shall be subject to the approval of the Town of Easton Code Official or their assignee.
- 26.4. The contractor, before submitting a proposal for this project, shall visit the construction site and thoroughly familiarize himself/herself with all existing conditions above and below ground. The contractor shall be prepared to execute a finished project in every particular without any extra charge, unless specifically provided for within the contract.
- 26.5. The contractor shall satisfy them self as to the accuracy and completeness of these specifications and drawings regarding the nature and extent of all work described. Should there be any discrepancies between drawings, and/or field conditions after bidding and prior to the beginning of work, the contractor shall bring such discrepancies to the attention of the Town of Easton Code Official or their assignee at the work initiation conference.
- 26.6. The contractor shall take all necessary precautions and measures to protect all properties from damage. They shall repair all damages caused by their operations to all public and private property including but not limited to roads, aprons, walks, curbs, utilities, trees, shrubs, plantings, etc., and leave property in good condition and/or at least equivalent to the condition found.
- 26.7. The work under this contract included all necessary temporary items required for good, safe, and sanitary construction practice and administration of the project. These requirements are subject to the approval of the Town of Easton Code Official or their assignee.
- 26.8. The contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of their employees as may be necessary to comply with the requirements and regulations of the State of Maryland, Town of Easton, and Talbot County Health Department or other authorities having jurisdictions.
- 26.9. The contractor shall notify "Miss Utility or Delmarva" (1-800/441-8355) at least forty-eight hours prior to any excavation and shall also notify any other utility owner which is suspected of having underground lines in the work area and which utility owner does not participate in the "Miss Utility" organization. Any damage to underground utility and related cost of repair is the responsibility of the contractor.

- 26.10. The Contractor shall determine the specific locations of all utilities, above and below ground, and shall take whatever precautions are necessary to prevent damage to them during construction. If any area is damaged due to construction activities, the Contractor shall make all necessary repairs at their own expense.
- 26.11. The Contractor will be required to restore any area and/or utilities disturbed during construction, prior to the completion of the project, to a condition equal to or better than existing at the time of award of contract.
- 26.12. The Contractor shall be fully and solely responsible for the protection of the public from any construction activities or unfinished work areas. The Contractor shall erect barricades and post warning signs, as necessary, indicating that the construction area is restricted to construction personnel only.
- 26.13. The Contractor shall perform all construction work during daylight hours. Additionally, the Contractor shall make every effort reasonably possible to minimize interference with the use and enjoyment of the adjacent residential properties.