

REQUEST FOR PROPOSAL  
77 SOUTH MAIN STREET (Map 29, Lot 111)  
BUILDING DEMOLITION SERVICES

Due May 5, 2022

No later than 2:00 P.M.

Deliver to:

City of Brewer

Attn: James Smith, Assistant City Manager

77 SOUTH MAIN STREET DEMOLITION BID

City Hall 80 North Main Street

Brewer, ME 04412

Tel. 207-989-7500

Fax 207-989-8425

[jsmith@brewermaine.gov](mailto:jsmith@brewermaine.gov)

[www.brewermaine.gov](http://www.brewermaine.gov)

**BID TIMELINE:**

Bid Release:	Friday April 21, 2023
Mandatory Site Visit	Friday April 28, 2023 @ 11:00am
Bid Submittals:	Friday May 5, 2023 @ 2:00pm
Bid Opening	Friday May 5, 2023 @ 2:10pm

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**INTRODUCTION**

The Brewer City Council declared the property located at 77 South Main Street a Dangerous Building and ordered its demolition and disposal per Title 17 M.R.S. § 2851.

Through this Request for Proposals (“RFP”), the City of Brewer, ME (City) seeks proposals from qualified building demolition contractors to assist in the demolition of this vacant 7371+/- square foot building located at 77 South Main Street, Brewer, ME. Demolition work will include the demolition and removal of the building, all contents, and foundation, and footers and restoration of the site to grade with grass seed, as more particularly described herein.

The firm selected must have qualified personnel who can perform all aspects of the building demolition and close-out.

**CONTRACT**

The Request for Proposals to which this Scope of Work is attached, and of which this Scope of Work is a material part, together with Contractor’s proposal, shall form the basis of a service contract to be entered into by the parties.

**INSTRUCTIONS**

1. Please submit two (2) copies of your proposal to the City of Brewer, City Manager’s Office, 80 North Main Street, Brewer, ME 04412. Attn: James Smith, Assistant City Manager. Proposals should be concise and include all attachments and work samples. Proposals must be presented on business letterhead.
2. Proposals must be postmarked and received no later than 2:00 p.m. on Friday, May 5, 2022.
3. Respondents are advised that all submissions (including those not selected for engagement) may be made available to the public on request upon completion of the process and award of a contract(s). Accordingly, any information included in the proposal that the respondent believes to be proprietary or confidential should be clearly identified as such.

**ONSITE INSPECTION**

There will be a mandatory pre-bid onsite inspection of the building and property on Friday, April 28, 2022 at 11:00 AM. Prospective bidders are encouraged to attend to view conditions.

**SCOPE OF WORK**

The Scope of Work is set forth in Attachment 1.

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**RESPONSE TO REQUEST FOR PROPOSALS:**

The bidder shall provide the City of Brewer with a written response. The following information shall be included within the proposal:

**A. General Firm Information**

1. Provide a brief description of your firm, including but not limited to the following:
  - a. Name of the principal(s) of the firm.
  - b. Name, telephone number and email address of a representative of the firm authorized to discuss your proposal.
  - c. Address of all offices of the firm.
  - d. Number of Partners, Associates, Contracted personnel and support staff proposed for this project.
  - e. The bid shall be signed by an authorized individual.

**B. Experience and Resources**

1. A statement outlining the staff and equipment the Contractor will utilize to complete the project. Identify the Principal, Partners, Associates and Contracted Personnel that would be involved in providing services to the City. Provide appropriate background information and identify what their responsibilities would be in serving the City. Three (3) applicable references shall be included.
2. Years of experience and qualifications in performing the range of demolition services on various property types, including team's resumes. Respondents should provide narrative examples of three (3) projects that are similar in nature to projects described in the RFP.
3. Capacity to complete the demolition of similar structures within a short period of time. This shall include a plan for recycling and removal of waste management and used construction materials in a timely manner.

**C. Cost and Delivery Date**

1. The Contractor shall include a single (not to exceed) cost for all work and services as well as a breakdown of costs in accordance with a schedule determined by the Contractor. The pricing proposal shall include the mobilization (base) charge and the cost for the demolition of the structures, including all labor, materials, products, permits, authorizations, inspections, disposal fees and any and all other fees and expenses necessary to fully complete the work.

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2. The Contractor shall include an approximate schedule of work recognizing that the City's preference is to complete the project in as short a period as possible, preferably prior to June 30, 2022.

**D. Insurance**

1. Proof of insurances to include \$2 million general and automobile liability as well as worker's compensation. The City of Brewer will have to be included as an "additional insured" by the successful bidder. (See Attachment 2. Insurance Requirement.)

**RIGHT TO REJECT PROPOSALS AND NEGOTIATE:**

It is important that all information requested in the RFP is included in your submission. Omission of any information may cause the submission to be declined as non-responsive. By this Request for Proposal, the City has not committed itself to undertake the work set forth. The City reserves the right to reject any and all proposals, to rebid the original or amended scope of services, and to enter into negotiations with one or more respondents. The City reserves the right to make those decisions after receipt of responses. The City's decision on these matters is final. The final scope of services will be negotiated and modified as site conditions warrant. Ongoing deliverables and modifications to the work scope will be made by City staff reporting to our executive team.

**ADDITIONAL INFORMATION:**

1. All prospective Contractors are required to attend the onsite inspection.
2. Project plans, permits, building information and additional documents may also be reviewed upon request online at [www.brewermaine.gov](http://www.brewermaine.gov) and/or at the City Manager's Office, Brewer City Hall, 80 North Main Street, Brewer, ME. Questions and requests for site visits or project clarification shall be directed to James Smith, Assistant City Manager (207) 989-7500, [jsmith@brewermaine.gov](mailto:jsmith@brewermaine.gov)

**ATTACHMENTS:**

Attachment 1 - Scope of Work

Attachment 2 - Insurance Requirements

Project plans, permits, building information and additional documents: [www.brewermaine.gov](http://www.brewermaine.gov)

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**ATTACHMENT 1**

**SCOPE OF WORK**

**DEMOLITION REQUIREMENTS AND SPECIFICATIONS**

The City seeks to engage qualified building demolition contractors to demolish/raze the vacant building located at 77 SOUTH MAIN STREET, Brewer ME (the “Property”). Demolition work will include the demolition and removal of the building, foundations, slabs, as well as the demolition and removal of site improvements, and further close-out work to fill foundation holes, grade, and establish cover, all as more particularly described below. Demolition and all related work should be completed by June 30, 2023. The successful respondent shall be referred to herein as the “Contractor.”

**CONTRACT**

The Request for Proposal to which this Scope of Work is attached, and of which this Scope of Work is a material part, together with Contractor’s proposal, shall form the basis of a service contract to be entered by the parties.

**SCOPE OF WORK**

This Scope of Work includes the following components with respect to the Property:

1. Demolition and removal of all above ground buildings, basements, concrete/asphalt slabs, foundations, building appurtenances, garbage, and debris.
2. Demolition and removal of site improvements, including, but not limited to ramps, entrances, utilities, and other exterior components that directly serviced access or control to the building. Concrete sidewalk is limited to the portion adjacent to the building.
3. Filling of the demolition site with clean, non-hazardous/lead free gravel of 1” or less, to meet existing site grades, compacted as necessary to stabilize the material and eliminate excessive settling.
4. Installation of soil, erosion-sedimentation control, and stormwater management as required by State and local regulations/ordinances.
5. Contractor must have adequate on site dust control and erosion measures in place. Contractor may, at their cost, use the onsite hydrant as source of water for the project, per Water Department permission and use agreement.

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6. Verify Utility disconnects. Successful bidder should contact Public Works Department and Water and Sewer Utilities Departments before working and coordinate all activities with the City.

7. Maintain protection of adjacent structures, utilities and properties. This shall include the installation of temporary safety/construction fencing around the perimeter of the designated project area.

8. Any and all building contents shall be considered junk and/or waste and must be properly disposed of at an authorized facility/location. No contents may be sold, traded, or bartered. The cost of such disposal shall be consideration in the bid price.

9. The City of Brewer has made a good faith effort to complete an environmental review and use a qualified contractor to remove all materials identified as “hazardous” (such as asbestos, mercury switches, and other items) prior to this request for bid. Therefore, the building and property may be considered “ready for demolition and disposal”. However, any hazardous materials identified during any phase of this process shall require the contractor to immediately stop work, notify the City of the identified hazardous material, and seek a Change Order. The Change Order must be written, agreed to by both parties and signed by the City prior to the continuation of work or the removal and remediation of additional hazardous materials identified.

10. Contractor shall notify all abutting property owners of start date at least 1-week (7-days) prior to commencement of demolition work, so that they can properly prepare for disruptions that may be caused to their establishment.

**DEFINITIONS**

**Remove:** Remove and legally dispose of all items except those indicated to be reinstalled as authorized fill.

**Existing to Remain:** Protect items indicated to remain against damage during demolition.

**QUALITY ASSURANCE**

Contractor shall comply with all applicable EPA, state and local notification regulations before starting demolition. Contractor shall comply with hauling and disposal regulations of authorities having jurisdiction; all other codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and MDOT) or all other state agencies; and any other local regulations and standards (i.e. building and health & safety codes) that may apply. The demolition contractor must secure all local permits. By submitting a proposal, Contractor affirms that they have familiarized themselves with the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and other conditions which may affect performance of this Scope of Work.

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**PROJECT CONDITIONS**

The building to be demolished is vacant and personal property covered under 30-A M.R.S. § 3106 has or will be removed prior to demolition. Contractor must comply with any/all required demolition permits required by local authorities and ordinances. Contractor will not be permitted to store any removed items or materials on-site.

**EXAMINATION**

1. Contractor must survey existing site conditions and make an independent determination as to the extent of demolition required and the existence of any hazardous materials or conditions on site and within the building.
2. Contractor must survey the condition of the buildings to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition. Contractor must perform regular site examinations as the work progresses to detect hazards resulting from demolition activities.

**PREPARATION**

1. Contractor must secure all necessary permits to cut and/or cap all utilities including water, gas, electricity, and sewer; contact Dig Safe and coordinate identification of all above ground underground utilities.
2. Contractor must drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.
3. Contractor must employ a certified, licensed exterminator to treat the building and to control rodents and vermin before and during demolition operations.
4. Contractor shall not obstruct streets, walks, or other adjacent occupied or used facilities without permission from the City and authorities having jurisdiction. Contractor shall provide alternate routes around closed or obstructed traffic ways if required by governing regulations. Furthermore, Contractor shall arrange for police detail as required during demolition activities.
5. Contractor must erect temporary protection such as walks, fences, railings, canopies, where required by authorities having jurisdiction.
6. The Contractor shall install appropriate erosion control measures along rear perimeter of the project area in proximity to Penobscot River (approx. 231 linear feet).
7. Contractor shall erect temporary safety/construction fencing around the perimeter of the project area.

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**EXPLOSIVES**

The use of explosives will not be permitted.

**POLLUTION CONTROLS**

1. Under the authority of Section 112 of the Clean Air Act, as amended, 42 U.S.C. 1857 (C-7) (the "Clean Air Act"), the U.S. Environmental Protection Agency ("EPA") promulgated National Emission Standards for Hazardous Air Pollutants. See 38 F.R. 8820. Asbestos was designated a hazardous air pollutant, and standards were set for its use and to control asbestos emissions. It was determined that one significant source of asbestos emissions was the demolition of certain buildings and structures. In keeping with the Clean Air Act, Contractor shall cooperate with EPA personnel and allow EPA personnel to freely enter the demolition site, review any records, inspect any demolition method, and sample or observe any omissions.

2. All demolition operations conducted by Contractor are to be in compliance with applicable provisions of Section 112 of the Clean Air Act and 40 C.F.R. Part 61.

3. By responding to this RFP Contractor acknowledges that Sections 113(c)(1) and (2) of the Clean Air Act carry penalties and fines for non-compliance.

4. Contractor must use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Contractor must comply with all applicable environmental protection regulations, including fugitive dust.

5. Contractor must not create hazardous or objectionable conditions, such as flooding and pollution, when using water.

6. Contractor must remove and transport debris only in a manner that will prevent spillage on adjacent surfaces and areas.

7. Contractor must clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations, and return adjacent areas to the conditions existing before the start of demolition.

8. Contractor shall limit hours of operation, including staging and set up, to Monday through Friday during the hours of 7:00 a.m. to 6:00 p.m. Special hours of operation outside the normal hours must be approved in advance by the City. Contractor shall limit noise pollution at all times to prevent objectionable conditions.

**DEMOLITION**

**Building Demolition:** Subject to the exceptions listed above, Contractor shall demolish all buildings, structures, facilities, and other debris (including brush) that comprise the Property, and completely remove same from the site. Contractor shall perform demolition operations in accordance with all applicable laws and regulations and the following general policies:



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1. Ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.
2. Dispose of demolished items and materials promptly. On-site storage of removed items is prohibited.
3. Break up and remove concrete and asphalt slabs on grade, unless otherwise shown to remain.
4. Remove air-conditioning equipment and electrical equipment/transformers without releasing refrigerants or other contaminants.
5. Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.

**Below-Grade Construction:** Demolish foundation walls and other below-grade construction, as follows:

1. Basement/Slab Excavation
2. Below grade structures, foundation and/or basement slab shall be totally removed, unless material is to be used for onsite fill.
3. Filling Below-Grade areas: Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with lead free gravel to meet existing site grades.

**Special Conditions:** The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. Any damage to surrounding buildings or property will be promptly repaired by the Contractor at its sole expense.

**DISPOSAL OF DEMOLISHED MATERIALS**

**General:** Contractor must promptly and properly dispose of demolished materials. Contractor may not allow demolished materials to accumulate on-site, and may not burn demolished materials.

**Landfill Disposal:** Contractor shall transport all demolished materials off-site and legally dispose of them. **Contractor must supply the City with copies of all landfill and disposal receipts.**

**PAYMENT**

Payment for services will be negotiated with the successful respondent pursuant to the RFP process. The City will maintain a 10% holdback to be released 30 days after completion. Final payment shall not be released until Contractor has completed all punch list items, all inspections have been completed and contractor has fulfilled all obligations set forth herein and in the contract.

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**ATTACHMENT 2**

**INSURANCE REQUIREMENTS**

**INDEPENDENT CONTRACTOR**

In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

**INDEMNIFICATION AND WAIVERS**

Service Provider shall indemnify, defend, save, protect, pay the City's reasonable attorney fees costs and hold harmless the City of Brewer, members of City Council and all other officers, volunteers and employees against and from all claims, suits, actions, demands or liability whatsoever to any person or persons by reason of personal injuries or death or damage or destruction of property caused by or arising out of Service Provider's operations under the terms of this Agreement, or extension thereof, or by Service Provider's failure to comply with any of the terms or provisions of said Agreement. Service Provider hereby waives any claim against the City, its Officers, Volunteers and Employees, for any and all damages connected with Provider's operations under this Agreement arising from any cause. This provision shall survive termination of Agreement.

**MAINE TORT CLAIMS ACT PROTECTIONS**

Nothing contained herein shall be deemed in any manner or for any purpose to limit, waive, or impair any immunity from judgment or suit or limitation on damages protecting the City pursuant to the provisions of the Maine Tort Claims Act, 14 M.R.S. §§ 8101 et seq., as amended, or other provisions of law.

**INSURANCE**

Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep liability and property insurance. The City will be a named additionally insured. The limits of such policy shall be as required by the City of Brewer and a certificate of Insurance must be provided to the City.

<b>Description</b>	<b>Coverage</b>	<b>Each Occurrence</b>
Contractor's Comprehensive	Bodily Injury	\$1,000,000
General Liability including: Premises Operations & Products Completed Operations Coverage	Property Damage	\$1,000,000
Vehicle Liability	Bodily Injury	\$1,000,000
Worker's Compensation	Per Claim	Statutory Limits

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## OFFICIAL BID SHEET

The undersigned CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that they will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that they will furnish all required products/services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full.

**Total Project Costs** \$ \_\_\_\_\_

Total Project Cost: \_\_\_\_\_ dollars;  
(total contract price amount in words)

### PROJECT DURATION:

Available Start Date: \_\_\_\_\_

Length of time for Completion: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_  
(print/type)

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_