



REQUEST FOR PROPOSAL

**Municipal Float Construction**

TOWN OF BOOTHBAY HARBOR

11 Howard Street, Boothbay Harbor ME 04538

(207) 633-3671

Issue Date: January 5, 2023

Response Deadline: Bid proposals are to be submitted, sealed and delivered, to the attention of Julia Latter, Town Manager, Town of Boothbay Harbor, 11 Howard St., Boothbay Harbor, Maine 04538, no later than 4:00 pm on January 20, 2023.

Summary

The Town of Boothbay Harbor requests proposals to construct 4 - 10'X20' floats and 1- 10'X16' float to replace the current deteriorated floats located at the public portion of the town owned Boothbay Harbor Fish Pier. Companies are to remove existing floats, purchase material, construct and replace the floats. The old floats are to be removed and properly disposed of.

There will not be a public bid opening.

A duly authorized representative of the company must sign all proposals.

The Town of Boothbay Harbor will competitively evaluate all qualified proposals.

The Town of Boothbay Harbor reserves the right to reject any and all bids.

## **GENERAL CONDITIONS**

### **SUBMISSION OF PROPOSALS:**

To qualify for the work on this project, bidders must submit all information requested in the following bid forms.

All proposals must remain in effect for at least 60 days from submittal. The Town of Boothbay Harbor has the sole discretion to: (a) reject any and all bid proposals, and (b) negotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interests. There is no guarantee, either expressed or implied, that the award of a float construction contract will be made to any contractor.

### **CONTRACTOR INFORMATION:**

The Town of Boothbay Harbor may request additional information, samples, or presentations in support of proposals. Additionally, the Town of Boothbay Harbor may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

### **PROJECT TOURS:**

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the project and fully understand the conditions that in any way may affect the work proposed. Failure to inspect the sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

### **SCOPE OF WORK:**

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced as follows:

- 1) Remove three 10'X40' floats from the water located at the public boat landing.
- 2) Remove all float debris to the transfer station as well as cleanup workspace.
- 3) Construct four 10'X20' floats and one 10'X16' float using:
  - a. All pressure treated lumber for framing and decking
  - b. Foam filled molded drums for flotation
  - c. Hot dipped galvanized connection hardware extra heavy duty and commercial grade.
  - d. 2"X8" decking, diagonally installed with 316 stainless screws
  - e. 2"X4" tie rails bolted into the frame
  - f. New keeper chains or rollers on pilings
- 4) No wood or metal is to be in contact with the water

- 5) Contractor is to launch, place and secure floats
- 6) Any damage to the pier by the Contractor or their employees will be replaced at the Contractor's expense before receiving final payment. Any damage occurring to vehicles, equipment, or other personal property will be the sole responsibility of the Contractor.
- 7) Final cleanup and removal of any debris to the transfer station is the sole responsibility of the Contractor. Proof of legal disposal of debris will be provided before final payment.
- 8) All work to be performed between the hours of 8:00 a.m. to 5:00 p.m. daily. All work to be completed prior to May 1, 2023.
- 9) All work will be performed in accordance with OSHA safety standards.

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The Contractor shall furnish all labor, equipment, tools, services, skills, etc. required to replace the floats.

#### QUALITY CONTROL:

Work covered shall be performed by a single firm experienced in marine construction of a similar nature and scope.

By submitting the bid, the contractor certifies as to meeting the following requirements:

1. If requested, will provide a sworn financial statement.
2. Has a documented safety program with a history of satisfactory past performance.
3. Has a record of satisfactorily completing past projects.

#### INSURANCE:

Throughout the term of this Agreement, the contractor shall maintain at his sole expense, effective insurance covering his activities at the project premises. Said insurance shall be secured from a company(s) licensed to do business in the local of the project premises. The contractor shall furnish the Town of Boothbay Harbor with documentation of this insurance coverage. Such insurance shall be in the amounts stated below.

#### Worker's Compensation Insurance:

As required by the Town of Boothbay Harbor for all of the contractor's employees engaged in work associated with the project, shall maintain Employer's Liability Insurance, limits of not less than \$100,000 each accident.

#### General Liability Insurance:

The contractor shall maintain during the life of this contract, and until one year after completion of this contract, Commercial General Liability Insurance, including products and completed operations for all claims that might occur in carrying out the contract.

#### Property damage:

Such coverage shall be of the "occurrence" type form. Such General Liability coverage shall include employees of the contractor as insured.

#### Auto Liability Insurance:

Contractor shall procure and shall maintain during the life of the contract, commercial automobile liability Insurance for all owned, non-owned and hired vehicles that are used in carrying out the contract.

#### Scope of Insurance and Special Hazards:

The insurance required shall provide adequate protection for the contractor against damage claims that may arise from operations under this contract, whether such operation is by the insured and also against any of the special hazards that may be encountered in the performance of this contract.

Each of the policies described above shall include the Town of Boothbay Harbor as an additional insured as respect to the activities carried out under this contract.

#### Proof of Insurance:

Contractor shall provide a certificate of insurance from a company licensed to do business in the state of the project locale indicating coverage in place at the limits set forth in this article. The insurer shall give the Town of Boothbay Harbor thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the contract.

#### INDEMNIFICATION:

Contractor shall indemnify, reimburse and hold the Town of Boothbay Harbor harmless against any and all claims, damages, causes of action, liabilities, expenses, costs and fees, including attorney fees, that the Town of Boothbay Harbor incurs arising out of or occurring in connection with contractor's performance of the work pursuant to this agreement.

#### CODES AND STANDARDS:

Perform all work in compliance with applicable requirements of governing authorities having jurisdiction. The following publications of the issues listed below, but referred to hereafter by basic designation only, form a part of this specification to the extent designated by references thereto:

1. Comply with all Federal and State Department of Agriculture regulations for pest control which, in general, require that contractors operating in infested areas thoroughly clean all equipment units before moving them to non-infested areas.

#### TAXES:

The Bidder shall include in the bid all sales, consumer, use and other similar taxes required by law.

#### PROJECT CONDITIONS:

For the contractor to properly perform and complete his work, the Town of Boothbay Harbor must cooperate by providing the contractor with access to the work areas and any staging, offloading or preparation areas that are required.

The contractor shall be familiar with the project premises and how the existing conditions will affect their work. The contractor shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site and conditions of the actual job site. Failure to visit the site or failure to examine all contract documents will in no way relieve the contractor from necessity of furnishing any materials or equipment or performing any work that may be required to complete the work in accordance with this Request for Proposal. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

The Town of Boothbay Harbor shall provide full information regarding all requirements for the project, not specifically contained herein, and shall establish and maintain an effective communications system with the contractor throughout all phases of the work.

#### SEQUENCING AND SCHEDULING:

Upon acceptance of the bid, the contractor shall coordinate with the Town of Boothbay Harbor to arrange a schedule of services and shall continue coordination at intervals set forth by the Town of Boothbay Harbor.

# BID FORM

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

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

The following bid is submitted in response to the request for a quote for replacement of town floats at the public portion of the town owned Boothbay Harbor Fish Pier and price:

Bid amount – 2023: \_\_\_\_\_

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

Printed or Typewritten name of above: \_\_\_\_\_

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