



SOLICITATION FOR BIDS

GAZEBO IMPROVEMENTS AT LIBRARY PARK

BATH, MAINE

PREPARED BY THE CITY OF BATH

AUGUST 4, 2025

SECTION 1

INVITATION TO BID

Bids shall be submitted in a sealed envelope or package with the type of bid clearly indicated on the outside:

“Bid For: Gazebo Improvements at Library Park — Bath, Maine”

TO: Marc Meyers, City Manager

City of Bath

55 Front Street

Bath, Maine 04530

The bids will be opened and read aloud at the **Bath City Hall** on **August 27, 2025** at **9:00 a.m.**

The project involves structural and aesthetic restoration in keeping with the gazebo’s original character. All work shall be performed with care to preserve the gazebo's historic value, using high-quality, durable materials.

Submission Requirements

- Company Profile and Qualifications
- Detailed Project Schedule
- Itemized Cost Proposal (Labor, Materials, Equipment)
- Proof of Insurance
- References from similar completed projects
- W-9 Form

Evaluation Criteria

Bids will be evaluated on the following:

- Cost competitiveness
- Demonstrated experience with similar historic restoration projects
- Schedule and availability
- Quality of proposed materials and adherence to specifications

- References

Site Visit

All bidders are expected to do their own site visit at the project location:

Library Park Gazebo, 43 Summer Street, Bath, ME

Project Timeline

Anticipated Start Date: September 8, 2025

Completion Deadline: November 15, 2025

Addenda:

- CDBG Construction Requirements
- Spire Reference Photos
- Site Map
- U.S. DOL DBA Wage Decision for Building Construction, Sagadahoc County, Maine, dated 2-3-2025.

All bidders must furnish the following:

1. An Itemized Cost Proposal- All labor costs are required to meet Davis Bacon Wage Rates. Davis Bacon (DB) wage rates shall apply to this project and should be reflected in labor bid estimates. Contractors will be required to submit weekly payroll and onsite employee interviews will be required to confirm wage rates are utilized.

2. Experience Record

3. A list of all subcontractors to be utilized on the project.

4. A bid security in the amount of 5% of the total bid in the form of a Bid Bond or certified check, made out to the City of Bath. All bid securities will be released upon deliverance of a signed Contract or, if no Contract award is made, within forty-five (45) days after the opening of the Proposals, unless forfeited as herein stipulated.

5. CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION FORM (see CDBG Construction Requirements)

6. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES (see CDBG Construction Requirements)

7. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY (see CDBG Construction Requirements)

The successful bidder must furnish the following:

1. Certificate of Insurance

The City of Bath will have ninety (90) calendar days within which to accept or reject any bid.

The work shall be completed between **September 8, 2025** and **November 15, 2025**.

Liquidated damages in the amount of **\$250** per day are contained in the Contract.

The City of Bath reserves the right to adjust the quantities contained in the Bid Form as needed in order to stay within the project budget. The City of Bath reserves the right to reject any and all bids, to waive any technical or legal deficiencies, and to accept any bid which is deemed to be in the best interest of the City of Bath, not necessarily the lowest bid.



END OF SECTION

SECTION 2

INSTRUCTIONS TO BIDDERS

1. At the time of the opening of Bids, each bidder will be presumed to have inspected the Site and to have read and to be thoroughly familiar with the Scope of Work, including all Addenda. The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve any Bidder from obligation in respect to his Bid. The Owner reserves the right to accept or reject any or all Bids as may best serve the interest of the Owner.
2. Subject to the Owner's right, reserved herein, to accept or reject any or all Bids, the Contractor shall be selected on the basis of the lowest dollar value of an acceptable Base Bid, or any combination of Base Bid plus Alternate Bids. An acceptable bid is a duly submitted bid from a responsive and responsible bidder.
3. Each Bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.
4. Maine State Sales and Use Taxes should not be included in your quotation for the permanent installation of material and equipment as the Owner is exempt from the payment of such taxes.
5. No Bid may be withdrawn during a period of thirty (30) calendar days immediately following the opening thereof.
6. No Contract may be assigned, sublet or transferred without the written consent of the Owner.
7. All bidders are required to furnish a statement of their construction experience and a list of all subcontractors. The selected Contractor may also be required to furnish a listing of their accomplishments and financial responsibility.
8. Payment of 95% of the Contract Amount shall be made within thirty (30) calendar days of substantial completion. The Owner shall retain five percent (5%) of the payment due the Contractor as part security for the fulfillment of the Contract by the contractor.

9. The Bid shall be based on the materials, methods, equipment and products as specified. Any materials, methods, equipment or products not herein specified, but deemed worthy of consideration by any General Contractor, may be introduced by a separate letter attached to his Bid. He shall state the cost comparison with the specified materials, methods, equipment or products and the reason for the suggested substitution. It shall be understood by the General Contractor that the attached letter describing the proposed change will not be used in determining the low bid proposal submitted.

10. If, in the performance of this Contract, a dispute arises between the Owner and the Contractor which cannot be resolved by the engineer, then this dispute shall be settled by litigation.

11. OSHA - Safety Regulations. This Project is subject to compliance with all requirements of the Occupational Safety and Health Administration, Volume 36, No. 105 of the Federal Register, U.S. Department of Labor published Saturday, May 29, 1971, as amended.

12. (a) All foreign corporations intending to do business in the State of Maine must comply with the provisions of 13-A M.R.S.A., Chapter 12. Any Foreign Corporation receiving notice of Award of Contract shall contact the Secretary of State for the purpose of complying with this Statute.

(b) All individuals not residents of this State must comply with the provisions of Title 14, M.R.S.A., Section 704.

(c) It may be necessary for the Contractor to submit to the Owner documentary evidence that the above provisions have been complied with.

13. Liquidated Damages. If the Contractor should fail to complete the Work on or before the time set forth in the Contract Documents plus approved time extensions, the Owner may retain an amount equal to \$250.00 per day for damages caused by failure to complete the Work within the approved time.

14. Insurance. Evidence of insurance must be purchased and maintained at the time of executing any contract/agreement with the City of Bath. The insurance policy must have the following attributes:

* It must protect the contractor and the City from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under the contract, whether such operation is by the contractor or any employee, **The amount of the insurance must be at least:**

Construction contracts other than housing rehabilitation:

- \$1,000,000 for any one person and for each accident in cases of liability for bodily injury and/or accidental death; and

-\$1,000,000 for any and all accidents in cases of liability for property damage.

The contractor must also maintain the following types of insurance:

- * Full worker compensation insurance coverage for all persons employed by the contractor to perform work on the project. The insurance must be in compliance with State of Maine requirements.

- * Bodily injury and contractor's protective property damage (broad form), each including coverage for blasting explosion, and injury to, or destruction of wires, pipes, conduits and similar property, appurtenant apparatus, whether public or private and collapse of, or structural injury to, any building or structure, except those on which work under the contract is performed.

- * Bodily injury and property damage insurance covering the operation of all motor vehicles and equipment being operated in connection with project work, whether or not owned by the contractor.

- * Contractual liability insurance as described earlier.

- * Owner's protective liability insurance issued to the owner at the expense of the contractor.

- * Fire insurance included with all property damage insurance in an amount equal to the total bid price of all structures subject to fire damage.

- * Builders' "All Risk" insurance equal to or greater than the total amount.

All policies must designate the loss payee as the City of Bath and require that the City be notified in the event of any changes to the insurance policies. Contractors shall indemnify and hold harmless the U.S. Government, the State of Maine, and the City of Bath

from liability for any injury or damage to persons or property resulting from the prosecution of work under a construction contract.

END OF SECTION

SECTION 2

SCOPE OF WORK

A. General Requirements

- All work must comply with applicable building codes and historical preservation guidelines.
- All replaced materials must match existing in appearance and function.
- Paint shall be applied to all sides and ends of replacement materials prior to installation.
- Contractor must protect surrounding grounds and landscaping during work.

B. Specific Work Items

1. Structural Repairs and Material Replacement

- Remove and replace all rotted materials on the gazebo with matching components.
- Replace all vinyl lattice with new vinyl lattice to match existing style.

2. Underside Skirt Joist

- Pressure wash and paint all visible/perimeter joists and posts using flat black exterior paint.

3. Gazebo Railings

- Pressure wash, scrape, and paint with **Sherwin Williams Duration Exterior Acrylic Low Luster Extra White K30W00251**.
- Replace damaged or rotted railing materials in-kind.

4. Gazebo Entryways

- **Ramp**
 - Replace decking with in-kind materials.
 - Replace rotted railings with pressure-treated (PT) lumber covered with capped polymer PVC.
 - Paint all components with **SuperDeck 9600 Series Acrylic-Alkyd Solid Color Stain**.

- **Stairs**

- Replace stringers as needed with pressure-treated material.
- Replace worn or damaged treads with in-kind materials.
- Paint with **SuperDeck 9600 Series Acrylic-Alkyd Solid Color Stain**.

5. Decking

- Reset all nails/fasteners.
- Plane and sand surface of deck boards.
- Paint with **SuperDeck 9600 Series Acrylic-Alkyd Solid Color Stain**.

6. Ceiling

- Pressure wash, scrape, and paint using **Sherwin Williams Duration Exterior Acrylic Low Luster Extra White K30W00251**.

7. Underside Access

- Rebuild southern side storage access panel using sliding lattice panels and appropriate hardware.

8. Spire Reconstruction

- Fabricate and install a new spire replicating original design per provided photos.

9. Electrical Work

- Pressure wash and paint globe light pillars using **Sherwin Williams Kem Lustral Enamel Flat Black F65B50**.
- Replace existing timer with a photocell switch to control ceiling lights and globe pillars.
- Replace existing ceiling light fixtures with low-energy, smooth-profile LED fixtures rated for exterior use.