

**Portland Water District
YMCA Otter Pond Demolition**

INSTRUCTIONS FOR BIDDERS

BID DATE: 2:00PM, Thursday, May 14th, 2026

- 1) Bids for the demolition, removal, and legal disposal of multiple small buildings, sheds, and site features at the former YMCA property, along with associated site restoration will be accepted until 2:00 p.m. on Thursday, **May 14th, 2026** at the office of the Portland Water District located at 225 Douglass Street, Portland, Maine 04102 at which time bids shall be opened.

Please send bids to:

Portland Water District
Attn: Wesley Gilbert, Purchasing Agent
225 Douglass Street
P.O. Box 3553
Portland, Maine 04104-3553

- 2) **BID SECURITY**

No proposal will be considered unless it is accompanied by a Certified Check or Bid Bond in the amount of ten (5%) percent of the bid price, in favor of the Portland Water District. The successful bidder will be expected to present Performance and Payment Bonds in the amount of one hundred (100%) of the bid price as surety for the performance of the contract. The Performance and Payment Bonds will be required prior to the execution of the contract and will be released within ten (10) days after the work has been completed and accepted by the District.

- 3) **AWARD OR REJECTION OF BIDS**

The District reserves the right to waive any informality in proposals, to accept any proposal, and, to reject any and all proposals, should it be deemed in the best interest of the District to do so. Any bid received after the time and date specified shall not be opened or considered. No bid may be withdrawn within 30 days after the actual date of the opening thereof.

- 4) **QUALIFICATION OF BIDDERS**

The District may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the District all such information and data for this purpose as it may request. The District reserves the right to reject any bid if the evidence submitted by, or the investigation of, the bidder fails to satisfy the District that the bidder is properly qualified to carry out the obligations of the contract and to satisfactorily complete the work included therein.

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5) PREPARATION OF PROPOSAL

{A} Proposals must be submitted on the actual form furnished herewith. All blank spaces for prices must be filled in, in ink or typed. All required attachments must be included with the original sealed bid.

{B} Proposal must be submitted in a sealed envelope bearing on the outside the name of the bidder, address and the name of the project. If forwarded by mail, the sealed envelope, containing the proposal and marked as directed above, must be enclosed in another envelope, addressed as specified in the proposal form.

6) ADDENDA AND INTERPRETATION

No interpretation of the meaning of the plans, specifications, or other documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Agent at the District at the address listed above or at wgilbert@pwd.org.

7) PRE-BID SITE VISIT

A non-mandatory pre-bid site visit will be held on **Monday April 20th, 2026, at 10am** at Route 35 (at Johnson Field), Standish, ME 04084. Attendance, while encouraged, is not mandatory.

8) OBLIGATION OF BIDDERS

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 Specifications and Contract Documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or documents shall in no way relieve any bidder from any obligation in respect to their bid.

9) TIME OF COMPLETION

Work shall not begin prior to June 1st, 2026 and shall be completed by September 1st, 2026.

10) TIPPING FEES

The contractor will be responsible for tipping fees. All demolition materials not salvaged must be disposed of in a legal manner at an approved site. Documentation of disposal shall be provided to the District.

11) INSURANCE

1) General Requirements:

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- a) The vendor shall file appropriate Certificates of Insurance with the DISTRICT. All Certificates of Insurance shall provide that notice shall be given to the DISTRICT at least thirty (30) days prior to the expiration or termination of any insurance and shall name the DISTRICT as an additional insured. This notice shall be in writing.
 - b) All Certificates of Insurance provided to the DISTRICT shall be issued by companies licensed and registered to do business in the State of Maine.
 - c) All Certificates of Insurance coverage shall be delivered to the District prior to the work commencing.
 - d) Prior to the expiration date of any insurance, the vendor shall furnish to the DISTRICT a certificate showing the insurance then maintained by or on behalf of the vendor pursuant to these requirements.
- 2) Specific Coverage. Insurance to be carried by the vendor shall, as a minimum, include:
- a) Commercial general liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 and \$2,000,000 aggregate to include completed operations coverage. The DISTRICT must be named additional insured on this insurance. The vendor shall also require that all subcontractors carry this same insurance with the same limits.
 - b) Automobile liability insurance, including but not limited to, coverage for owned, non-owned, and hired vehicles with limits of not less than a combined single limit of \$1,000,000 for bodily injury and property damage. The vendor shall also require that all subcontractors carry this same insurance with the same limits.
 - c) Workers' Compensation Insurance providing statutory benefits, in each case as required by law. The vendor shall also require that all subcontractors carry this same insurance with the same limit.
 - d) Other insurance appropriate to the work, e.g.: Diving, Aircraft, Umbrella, Professional, Environmental Impairment.

12) PAYMENTS

The full amount of the contract shall be invoiced at the completion of all work. The Owner will pay the invoice within 30 days of submission of the invoice.

13) DEFINITIONS

{A} Property: All structures located within the boundary lines as indicated on the

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plans and maps, specifically including, but not limited to buildings, pavement, concrete tank enclosures, wells.

{B} District: The term refers to Portland Water District.

PROPOSAL

BID DATE: 2:00PM, Thursday, May 14th,2026

TO: Portland Water District
Attn: Wesley Gilbert, Purchasing Agent
225 Douglass Street
P.O. Box 3553
Portland, ME 04104-3553

Dear Sir:

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of structures as required by, and in strict accordance with, the Specifications and Plans dated April 8th, 2026 as prepared by the Portland Water District and that the District will accept in full payment thereof the following sum to wit:

Item No.	Description	Units	Unit Price	Total
1	Priority 1 Demolition	LS		
2	Priority 2 Demolition	LS		
Sum of Items 1 & 2:				

Items Accompanying this Bid:

- Bid Bond of 5%

The undersigned acknowledges the receipt of addenda numbered:

_____ Date _____

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The undersigned hereby further declares that the only person or parties interested in this proposal as principals are named below; that the proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Portland Water District is directly or indirectly interested in this proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the District Charter. The full names and addresses of all persons and parties interested in this proposal as principals are named below; (Give first and last names in full; and in case of a corporation, give names and addresses of President, Treasurer and Manager; and in case of a partnership, give names and addresses of members):

NAME: _____

SIGNATURE: _____

PRINTED/TYPED NAME: _____

TITLE: _____

LEGAL ADDRESS: _____

PRINCIPAL PLACE OF BUSINESS: _____

FIRM'S IRS I.D. #: _____

DATE: _____

TELEPHONE #: _____ FAX #: _____

PORTLAND WATER DISTRICT
DEMOLITION AND REMOVAL SPECIFICATIONS
(YMCA DEMOLITION PROJECT)

PART I: GENERAL

1.01 SCOPE

The work covered by this specification includes furnishing all labor, materials, equipment, supervision, transportation, disposal, permits, and incidentals necessary to complete all demolition, removal, and site restoration work.

The Contractor shall demolish, remove, legally dispose of, and restore all areas associated with the following structures and site features.

PRIORITY 1 DEMOLITION (BASE SCOPE)

The Contractor shall demolish and remove the following structures:

- Three (3) buildings (1 @ 24'x20', 2 @ 22'x16')
- Three (3) sheds (12'x12', 12'x8', 8'x6')
- One (1) steel container (8'x20')

Requirements:

- A. Complete removal of all structures including foundations, slabs, and footings.
- B. Remove below-grade materials to minimum 12 inches.
- C. Dispose of all materials off-site at licensed facilities.
- D. Grade and cover all disturbed areas with 6 inches of stump grindings.

PRIORITY 2 DEMOLITION

The Contractor shall demolish and remove the following:

- Climbing wall (12'x30')
- Asphalt basketball court (50'x80')
- Twelve (12) basketball hoops
- Fire pit (4'x4')

- Hillside seating with deck

-Two (2) 500-gallon holding tanks

Tank Removal Requirements:

- Contractor shall locate, expose, pump out (if necessary), remove, and properly dispose of both 500-gallon holding tanks.
- All contents shall be handled and disposed of in accordance with applicable federal, state, and local regulations.
- Tanks shall be completely removed; abandonment in place is not permitted.
- Any associated piping shall be removed to the extent encountered.
- Excavated areas shall be backfilled, compacted, and restored in accordance with the specifications.

All materials shall be removed and disposed off-site.

All areas shall be restored with 6 inches of stump grindings.

PART II: EXECUTION

2.01 DEMOLITION

All structures shall be fully demolished and removed. No partial demolition allowed.

Debris shall be promptly removed from site.

2.02 SITE RESTORATION

All areas shall be graded and restored as specified.

2.03 CLEAN UP

The site shall be left clean, safe, and free of hazards.

Owner reserves the right to award Priority 1 only or both.

Failure to provide breakout pricing may result in rejection.

Supplemental Photos















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**AGREEMENT BETWEEN THE
PORTLAND WATER DISTRICT
AND
«COMPANY_NAME»**

AGREEMENT entered into this _____ day of «MONTH», 2025 by and between the **PORTLAND WATER DISTRICT**, a quasi-municipal corporation, with a mailing address of P.O. Box 3553, Portland, ME 04104-3553 (hereinafter “**PWD**”), and «COMPANY_NAME» a Maine corporation located at «ADDRESS» hereinafter the (“**CONTRACTOR**”).

W I T N E S S E T H:

WHEREAS, PWD has solicited bids for «PROJECT_TITLE»; and

WHEREAS, after review of the bids, **PWD** has determined that the **CONTRACTOR** has the requisite knowledge and expertise to perform the work needed by **PWD**;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** will furnish the materials, supplies, equipment and labor (hereinafter the “Work”), in accordance with the specifications and instructions issued to the **CONTRACTOR** by **PWD** and in accordance with **CONTRACTOR's** proposal. A copy of the specifications is attached hereto and incorporated herein as Exhibit A. A copy of the **CONTRACTOR's** proposal is attached hereto as Exhibit B.

In the event of a conflict between the attachments and this Agreement, this agreement shall govern.

2. **CONTRACTOR** covenants and agrees that all Work performed and furnished hereunder shall be free from all defects, and that all Work shall be performed in a good workmanlike manner. Unless a longer warranty period is specified by **CONTRACTOR**, all Work provided hereunder shall be warranted by **CONTRACTOR** for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **PWD**.

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3. Prior to the execution of this Agreement, **CONTRACTOR** will procure and maintain insurance coverage as required by **PWD** in the amounts shown on Exhibit C, attached hereto and incorporated herein by reference. **PWD** shall be named as additional insured on **CONTRACTOR**'s general liability coverage. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to **PWD** of termination of insurance from insurance company or agent.
4. The **CONTRACTOR** shall furnish to **PWD**, upon execution of the Contract, a Contract Performance Bond and a Contract Labor and Material Payment Bond each for the full amount of the Contract and issued by a surety company or surety companies authorized to do business in the State of Maine and approved by **PWD**.

The Bonds shall remain in effect for one (1) year after final acceptance of the Work, and protect the **PWD**'s interest in the one (1) year guaranty of workmanship and materials, and also shall insure settlement of claims, for the payment of all bills for labor, materials and equipment by the **CONTRACTOR**.

5. Neither the final payment nor any part of the retained percentage shall become due until the **CONTRACTOR**, if required, shall deliver to **PWD** a complete release of all liens which might arise from the Work, or receipts in full in lieu thereof; and if required, in either case, an affidavit reciting that so far as it has knowledge or information, the releases and receipts include all the labor and materials for which a lien might be filed. The **CONTRACTOR** may, if any subcontractor should refuse to furnish a release or receipt in full, provide a bond, satisfactory to **PWD**, to indemnify it against any lien. If any lien should remain unsatisfied after all payments have been made, the **CONTRACTOR** shall refund to **PWD** all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees. This requirement is in addition to and supersedes any conflicting condition which may appear in the General Conditions.

Any Mechanic's Lien or any other lien which may be filed against the Premises which are the subject of this Contract by reason of the Work described herein shall be defended (by counsel reasonably accepted to **PWD**) and promptly discharged by the **CONTRACTOR** at its own expense. If the **CONTRACTOR** should fail, either to defend **PWD** against the lien or to discharge it, then **PWD** may do so at the **CONTRACTOR**'s expense. In the event of such an undertaking by **PWD**, the **CONTRACTOR** will promptly reimburse **PWD** for all of its costs and expenses in so doing, including, but not limited to, reimbursement of **PWD**'s reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien. This requirement is in addition to, and supersedes any conflicting condition which may appear in the General Conditions.

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6. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless **PWD**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
7. Work performed under this Agreement shall be completed in accordance with a schedule set by **PWD's** «PROJECT_MANAGER», unless the time for performance is otherwise extended by **PWD** in writing.
8. The **PWD** shall compensate the **CONTRACTOR** a lump sum amount of «TOTAL_COST_WORDS»(«TOTAL_COST_»). In no event shall the total amount paid by the **PWD** exceed the above amount, unless prior approval is obtained from **PWD**.
9. **CONTRACTOR** shall keep accurate records of all Work performed and furnished under this Agreement and shall submit such information on monthly invoices. Payment for such work shall be made to **CONTRACTOR** not more than thirty (30) days after receipt of said invoices and acceptance of the work by «PROJECT_MANAGER». **PWD** shall have the right to review **CONTRACTOR's** records related to services performed under this Agreement upon reasonable notice to **CONTRACTOR**.
10. **PWD** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
11. **PWD** shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days prior written Notice to **CONTRACTOR**. If Agreement is terminated by **PWD** for convenience, **PWD** shall pay **CONTRACTOR** for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.
12. All work performed by **CONTRACTOR** shall be in conformance with pertinent OSHA, local, state and federal government regulations. In addition, **CONTRACTOR** shall comply with **PWD's** motor vehicle idling policy, a copy of which will be provided to **CONTRACTOR** upon request.

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IN WITNESS WHEREOF, the said **PORTLAND WATER DISTRICT** has caused this Agreement to be signed and sealed by Scott Firmin, its General Manager, thereunto duly authorized and **CONTRACTOR** has caused this Agreement to be signed and sealed by _____, its _____, thereunto duly authorized, the day and date first above written.

**SAMPLE – DO NOT
SIGN**

WITNESS:

PORTLAND WATER DISTRICT

By: _____

Scott Firmin

Its: General Manager

WITNESS:

CONTRACTOR

By: _____

Printed name: _____

Its: _____

Approved as to form:

Corporate Counsel

Approved:

Purchasing Agent