



PORTLAND WATER DISTRICT  
225 Douglass Street, P.O. Box 3553, Portland, ME 04104-3553  
(207) 774-5961 - FAX (207) 761-8325

January 23, 2025

**REQUEST FOR BID**  
**This is NOT an order.**

**All Bids must be submitted**  
**By: 2:00 PM, March 28th, 2025**

## 2025-Roof Replacement

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### To Potential Contractors

Thank you for your interest in this Portland Water District (PWD) Request for Bid (RFB). The purpose of this RFB is to establish the vendor who shall perform those services, the rate the PWD shall pay, and the terms and conditions of those services. Bids are subject to the terms & conditions included in this RFB.

Evaluation will be based on price and other relevant considerations, including but not limited to past performance. The PWD will execute an agreement and issue a purchase order upon award. Please see Attachment One for a sample of the agreement. Any exceptions to the agreement must be stated in the vendor's bid.

The PWD will be holding a pre-bid site walk at 10:00 AM on February 11<sup>th</sup>, 2025 at 225 Douglass Street, Portland, ME 04102. All questions related to this RFB must be submitted in writing before the deadline listed below. When submitting a question, please include the name of your organization and contact information. The answers to all questions will be provided to all bidders.

Bids must be submitted electronically to [wgilbert@pwd.org](mailto:wgilbert@pwd.org) via email attachment. Bids must be received by PWD by deadline listed above and below. Signed original copies of Attachment Two and Attachment Three must be included in the bid. Late or incomplete bids will not be accepted.

## **RFB SCHEDULE & DETAILS**

### **ATTACHMENTS:**

- Attachment 1:** Sample Agreement for Services (executed upon award, do not sign)
- Attachment 2:** Instructions & Conditions Sign and submit with bid (**RETURN WITH BID**)
- Attachment 3:** Bid Sheet Sign and submit with bid (**RETURN WITH BID**)
- Attachment 4:** Scope of Work

### **RFB SCHEDULE:**

- 1/27/25** - Email RFB to vendors
- 1/27/25 to 3/14/25** - Question and answer period, questions sent to [wgilbert@pwd.org](mailto:wgilbert@pwd.org), answers to all questions will be shared
- 2/11/2025**- Pre-bid site walk, 10:00 AM at 225 Douglass Street, Portland, ME 04102
- 3/28/25 by 2:00PM** - Bids Due

**Project Complete:** *10/31/2025, (dependent on material lead time)*

### **POINT OF CONTACT:**

**Portland Water District  
Wesley Gilbert, Purchasing Agent  
225 Douglas Street  
Portland, ME 04102  
(e) [wgilbert@pwd.org](mailto:wgilbert@pwd.org)  
(t) 207.523.5203**

**AGREEMENT BETWEEN THE  
PORTLAND WATER DISTRICT  
AND  
«COMPANY\_NAME»**

**AGREEMENT** entered into this \_\_\_\_\_ day of «MONTH», 2017 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**.

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.

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.

IN WITNESS WHEREOF, the said **PORTLAND WATER DISTRICT** has caused this Agreement to be signed and sealed by David Kane, its Treasurer, 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: \_\_\_\_\_

Its

**WITNESS:**

\_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

Corporate Counsel

Approved:

\_\_\_\_\_

Purchasing Agent

**Portland Water District Insurance Requirements**

1) General Requirements:

- 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 \$500,000 per occurrence. 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. The vendor shall also require that all subcontractors carry this same insurance with the same limit.

**INSTRUCTIONS AND CONDITIONS  
PORTLAND WATER DISTRICT**

1. The District reserves the right to evaluate the submitted bids, waive any irregularity therein, and to select any firm which submits a bid to do the work and/or reject any or all bidders should it be deemed in the best interest of the District. The District reserves absolute discretion in reviewing the qualifications of the Vendor and may reject any prospective Vendor at the District's sole option. In submitting its RFB Response, the Vendor agrees and acknowledges that the District has the right to exercise its absolute and sole discretion in its consideration of any responses and in the conduct of the evaluation and selection process. Specifically, the District retains the right to reject any or all bids, to accept any bid which is deemed most favorable to the District, including the selection of a Vendor whose fee arrangements may not be the lowest, or the waiver of any informality or failure to meet any of the requirements or qualifications set forth in this Request.
2. Alternate bids must be clearly identified.
3. If the time within which the bids must be accepted is not stated, it is understood and agreed that the District shall have sixty days to accept.
4. **Proof of Insurance will be required prior to work.**
5. Vendor shall indemnify, defend and hold harmless the District from all claims, suits actions, losses, damages, liabilities, cost and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of your company or its officers, employees, subcontractors, or agents under the Purchase Order resulting from this RFB.
6. Vendor agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued there under, and certifies that all actions furnished under this order will conform to and comply with said standards and regulations. Supplier further agrees to indemnify and hold harmless the District for all damages assessed against the District as a result of Vendors' failure to comply with the Act and standards issued there under.
7. Subcontracting will not be allowed unless the District has given written approval.
8. Any exceptions to PWD's proposed contract must be noted in vendor's bid.
9. PWD has adopted a Vehicle Idling Policy which applies to contractor as well as PWD owned vehicles. The policy may be viewed/printed from [http://www.pwd.org/account/terms/idling\\_policy.php](http://www.pwd.org/account/terms/idling_policy.php)

-----**-BID-**-----

In compliance with the above request for bid, and subject to all the conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish any or all of the items and/or services upon which prices are bid, at the price set opposite each item/service or the lump sum.

Submitting Firm Name	Address
By	Title
Signature of Person Bidding	





**Project Scope**  
**Portland Water District**  
**Final Phase Slate Roof Replacement**

**I. Objective**

The objective of the project is to replace the existing slate roof on the remaining section of the administrative facility. Replace copper valleys and dormers within the red and green areas and tie into existing slate. Ice and water shield membrane required over roof and valleys. Sheathing repair or replacement where necessary. Although not under any historic preservation requirements, the district would like to maintain the original character of the facility. See attachment and note the green and red areas.

**Materials**

**Slate** – Areas outlined in green; replace with a true slate material. Specifications, installation, and warranty information must be submitted at time of bid.

**Shingles** – Areas outlined in yellow; will be replaced with 30 year asphalt shingles.

**Copper** – replace existing copper with 20 ounce, the only copper that will NOT be replaced in the existing cornice.

**Snow Fence** – There will need to be a form of snow fence along the back side of the building facing the parking lot.

**II. Post Bid Recommendation for Award**

The project manager shall review the bid proposals submitted by the various contractors to determine the best overall option. Proposals will be evaluated based on cost, material selection, installation, life cycle costs, maintenance, warranty, experience/references, and schedule. The project manager will recommend to the board of trustees, based on those criteria which installer will be selected.

**SCHEDULE**

Bids Sent: 1/27/2025

Pre-bid site walk: 2/11/2025 at 10:00am

Bids due by: 3/28/2025 at 2:00PM (Sealed envelope or emailed to Wesley Gilbert at [wgilbert@pwd.org](mailto:wgilbert@pwd.org))

Work complete by: 10/31/2025 (Dependent upon material lead-time)

