



414 High Street | PO BOX 1100  
Seaford, DE 19973  
302.629.9173  
302.629.9307 fax  
[www.seafordde.com](http://www.seafordde.com)

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## INVITATION TO BID

September 15, 2020

Dear Vendor,

Enclosed you will find a bid package for the **DEMOLITION OF STRUCTURES** for the City of Seaford. All pertinent information is contained within.

The bid opening will be held at 1:00 p.m., on Wednesday October 21st inside the Council Chambers at City Hall, 414 High Street, Seaford, DE.

Should you need clarification on any item, please contact Mr. Michael Bailey, Building Official at 302-629-9173.

Thank you for reviewing this information and participating in our bidding process.

Sincerely,  
City of Seaford

Charles Anderson  
City Manager

Enclosure

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*The Perfect Place to Start.*

**BID NOTICE  
CITY OF SEAFORD  
DEMOLITION OF STRUCTURES FY2021**

Sealed bids will be received by the City Manager of the City of Seaford, 414 High Street, Seaford, Delaware until **1:00 p.m., E.D.S.T. on Wednesday, October 21, 2020**. All bids will be opened in Council Chambers, 414 High Street, and read aloud at this time. The City Manager and staff will then evaluate them for compliance.

Bidders are hereby notified that the project generally consists of all materials, equipment, transportation, disposal fees, manpower and services, required to properly remove asbestos containing materials and demolish the following structure(s) located at the listed locations in Seaford, Delaware:

(1) 412 E Poplar St (Includes a basement) (Garage) <i>Tax ID # 4-31-5.00-124.00</i>
(2) 329 N Front St (All Structures) <i>Tax ID # 4-31-5.00-80.00</i>
(3) 446 N Front St (All Structures) <i>Tax ID # 4-31-2.00-16.00</i>
(4) 912 Middleford Rd (Includes a basement) <i>Tax ID # 3-31-7.00-9.00</i>

Proposals must be submitted in a sealed envelope, addressed – Attn. Charles Anderson, City Manager, 414 High Street, PO Box 1100, Seaford, DE 19973. The outside of the envelope must be marked, **“Demolition-Structures FY2021”** and the Bidder’s name and license number, if required, shall be shown thereon. Any BID received after the time and date specified shall not be considered. All proposals must conform to the bid documents. Any exceptions will be evaluated for suitability and acceptance is at the sole discretion of the owner.

All BIDS must be made on the required BID proposal form provided in the specifications. All blank spaces for BID prices must be filled in, in ink, or type written, and the BID form must be fully completed and executed when submitted. One copy of the BID form is required. BIDS and/or alternate bids submitted by FAX will not be accepted.

The Contractor awarded the bid will commence the work required by the CONTRACT DOCUMENTS after the NOTICE TO PROCEED and will complete the work in sixty (60) calendar days, unless the period for execution is extended in writing by the City Manager. No work will take place on Sundays. The Contractor will be charged liquidated damages in the amount of \$100 per day if the WORK extends past the sixty (60) consecutive calendar days or after the agreed upon extension date.

The successful bidder must also present the City Manager with a performance bond in an amount equal to the agreed upon contract amount. **The final contract amount will be based on the actual locations authorized for demolition by the City Manager at the prices bid. The City of Seaford may authorize demolition on an individual property basis. The contractor shall submit pricing for each location on an individual basis as listed on the bid sheet. No additional compensation will be given to the contractor for partial awards.**

The successful bidder shall also secure and maintain, at its own expense, during the contract term, the types and limits of insurance outlined in the contract documents.

A pre-bid meeting will be held at City Hall, 414 High Street, Seaford, Delaware on October 14, 2020 at 10:30 a.m., to allow potential bidders an opportunity to obtain information from the City regarding the bid

documents. Immediately following the meeting, city staff will conduct a tour of the subject properties.

Bid documents may be obtained from City Hall, 414 High Street, Seaford, Delaware between the hours of 8:00 a.m. and 4:30 p.m. Monday thru Friday. Copies may be obtained by calling Tracy Torbert, City Clerk at (302) 629-9173. No bids may be withdrawn after the scheduled time for the receipt of bids for a period of sixty (60) days. Bids may be presented to the Mayor and Council at the October 27, 2020 meeting at which time they may be awarded. The City of Seaford reserves the right to reject any and all bids and to waive any or all informalities in any or all bids. Award may be made to the lowest, responsible BIDDER.

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Charles Anderson  
City Manager

**END OF BID NOTICE**

## **DETAILED SPECIFICATIONS**

### **DEMOLITION AND REMOVAL – GENERAL**

#### **DESCRIPTION:**

- A.** Bidders are hereby made aware that the City of Seaford will photo document the condition of all subject properties prior to demolition operations. Items such as (but not limited to) sidewalks, curbs, driveways, roads, fencing, adjacent properties or other features that are damaged once the contractor commences operations on the property (or any adjacent location) must be restored to a “before construction or better” condition by the contractor at no additional compensation beyond the prices bid. The contractor is notified to use extreme caution and care during all operations.
- B.** The City of Seaford has had locations #1, 2, 3 & 4 surveyed by qualified individuals for the presence of asbestos. Asbestos containing materials were found at location #1 & 4 which is detailed in the attached reports by Sussex Environmental Consultants. The asbestos abatement will be the contractor’s responsibility prior to any demolition operations. All prices for asbestos removal shall be included within the bid prices provided by the contractor. No additional compensation will be provided by the City beyond the bid prices submitted by the contractor at bid time.
- C.** All removal of asbestos (or other hazardous materials) shall be accomplished in accordance with all applicable Delaware Division of Natural Resources and Environmental Control (DNREC) and Environmental Protection Agency (EPA) requirements. The contractor (or subcontractor for the prime contractor) shall pose a valid license issued by DNREC for the removal of hazardous materials identified in the attached report. Proof of such licensure shall be provided to the City Manager prior to the start of removal. The City shall be provided all disposal manifests and other required documentation that ensures the proper removal, handling and disposal of all hazardous materials removed from each location prior to final payment to the contractor.
- D.** The Contractor shall demolish and completely remove the structures identified at the locations above. All debris removed from the site(s) by the contractor shall be legally transported and disposed of at a DNREC approved facility, recycling facility or the DSWA landfill. Demolition debris may not be disposed of on-site.
- E.** The Contractor is responsible for removal of any mechanical equipment &/or fuel tanks. This shall include the proper evacuation of any Freon, refrigerant or fuel that may be contained within any of the mechanical equipment.
- F.** The Contractor is responsible for removal of existing foundations and structures. Unless otherwise stated, foundations shall be removed in their entirety.
- G.** The Contractor shall remove all contents within the structures and properly dispose of with the demolition debris.
- H.** The City shall be provided all weight tickets for each location prior to final payment to the contractor. After removal of all of the necessary items, the Contractor shall fill the excavated areas with clean granular fill. The Contractor shall place any fill material required to fill all holes, excavations or depressions on the site resulting from the demolition operations. The placement of fill will not require compaction testing at locations #1, 2, 3 & 4. The Contractor will be required to use reasonable effort during placement of fill to ensure that undo settlement will not occur.
- I.** The filled areas shall then be covered with a minimum of 4” layer of top soil and the entire area shall be graded and seeded. The final grade of all filled and seeded areas shall match adjacent areas not disturbed by construction. The area filled shall be graded to provide positive drainage towards the street.

- J. All dumpsters must be placed on the property and not on the street.
- K. NO WORK will be performed on Sundays or Holidays observed by the City of Seaford.
- L. **EXPLOSIVES – NOT PERMITTED!**
- M. The City Electric Department will disconnect the electric service to each site at the point of service. The Contractor is responsible for coordinating the service disconnection with the City Electric Department and all other electric demolition on the site. The Contractor must notify the City Electric Department of any primary electric wires that need to be safety “hosed” prior to the start of demolition.
- N. The City Public Works Department will disconnect the water services to the sites at the point of service, at the curb stop valve. The Contractor is responsible for coordinating the service disconnects with the City Public Works Department and all other water service demolition on the site.
- O. The Contractor shall locate and disconnect all sewer service lines behind the sidewalk or curb line, cut the sewer laterals at this location and install a wye fitting with plug and vertical cleanout to 6” above grade. This must be inspected by the City Code Department prior to back fill.
- P. The Contractor is responsible for contacting all utilities for disconnect including gas, phone, cable, etc.
- Q. Information obtained from an officer, agent or employee of the CITY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve them from fulfilling any of the conditions of the contract.
- R. The CITY may make such investigation as they deem necessary to determine the ability of the BIDDER to provide the necessary materials and/or labor and equipment to carry out the work and the BIDDER shall furnish to the CITY all such information for this purpose as the CITY may request. The CITY reserves the right to reject any BID if the evidence submitted by, or investigations of, such BIDDER fails to satisfy the CITY that such BIDDER is properly qualified to carry out the obligations of the Agreement. A conditional or qualified BID will not be accepted.
- S. The contractor shall submit a written certificate with each progress payment request that states he has paid his vendors, suppliers, and subcontractors in full, less applicable retainage, for the period covered by his previous payment request. The Contractor shall provide the CITY proof of release of liens prior to the CITY issuing the final payment for the project.
- T. All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over the WORK shall apply to the contract throughout.
- U. Each BIDDER is responsible for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure of the BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation respective to their BID.

**DUST CONTROL:**

- A. The contractor shall take appropriate actions to control the spread of dust and to avoid the creation of a nuisance in the surrounding area.

**PROTECTION:**

- A. Personnel safety – The contractor shall perform all work in a safe manner in order to avoid accidents and property damage. Workmen must be experienced in this type of work. Equipment

should be a suitable type, in good working condition and operated by skilled operators. Safety is the sole responsibility of the contractor.

- B. All workmen shall wear necessary safety appurtenances (hard hats, retro-reflective vests and safety glasses) at all times during the execution of the work.
- C. The contractor shall take all necessary measures to protect adjacent structures, utilities and items to remain from damage during operations. Any items damaged by the contractor's operations required to remain shall be repaired or replaced by the contractor within the prices bid.
- D. The contractor shall not allow scavenging or salvaging on any of the sites.
- E. Traffic – Where pedestrian and driver safety is endangered in the area of demolition work, use traffic barricades with flashing lights and provide alternate routes around closed or obstructed traffic ways. Any Road Closure must be coordinated with, and approved by, the Code Department one (1) week in advance so that emergency services, schools, and local residents may be properly notified. Traffic control flagmen, if required, shall hold current State certification for such work.
- F. The contractor shall contact "Miss Utility" prior to start of any work.

**INSURANCE:**

The successful bidder must also provide an insurance certificate prior to the commencement of work. Comprehensive Liability, Bodily Injury and Property Damage, and Workmen's Compensation will be required in the amounts listed herein. The contractor shall secure and maintain at his own expense, during the contract term a commercial general liability insurance which insures against claims for bodily injury, property damage, personal injury and advertising injury arising out of or in connection with, any operations or work under this contract whether such operations are by the contractor, its employees, or subcontractors or their employees. The policy shall provide minimum limits of liability as follows:

- \$500,000.00 combined single limit – each occurrence
- \$500,000.00 combined single limit – general aggregate
- \$500,000.00 combined single limit – products/completed operations aggregate
- \$200,000.00 Business auto liability – combined single limit
- \$500,000.00 Workers compensation – each accident, each employee

All insurance shall name the owner; it's appointed and elected officials, officers, servants, agents and employees as insured. The commercial general liability policy shall afford coverage for the explosion, collapse and underground hazards, contractual liability and liability arising from independent contractors. Products and completed operations insurance shall be maintained for two years after completion of the project. The contractor shall submit proposed insurance instruments to the City Manager prior to execution for approval.

**END OF DETAILED SPECIFICATIONS**

**PEFORMANCE BOND**

KNOWN BY ALL THESE PRESENTS, that we, the undersigned, \_\_\_\_\_, as principal, and the City of Seaford, as OWNER in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 2020.

The Condition of the above obligation in such that whereas the Principal has submitted to THE CITY OF SEAFORD a certain BID, attached hereto, and hereby made a part hereof to enter into a contract in writing for demolition of \_\_\_\_\_ and appurtenant work, which contract and the work to be done hereunder and the specifications accompanying the same shall be deemed a part thereof to the same extent as if fully set out herein.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

In WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have cause their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set for above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**END OF PERFORMANCE BOND**

**BID PROPOSAL FOR  
DEMOLITION OF STRUCTURES AND SITEWORK**

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

**TO: Charles Anderson  
City Manager  
City of Seaford  
414 High Street  
PO Box 1100  
Seaford, DE 19973**

Gentlemen,

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER" organized and existing under the laws of the State of Delaware, Doing business as \_\_\_\_\_ (Insert "a corporation", "a partnership" or "an individual" as applicable) to the City of Seaford (herein called "CITY").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to supply all asbestos removal, disposal, equipment, materials and labor necessary for the "**DEMOLITION OF STRUCTURES 2020**" in strict accordance with the CONTRACT DOCUMENTS, **within sixty (60) calendar days**, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before the date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within SIXTY CALENDAR DAYS. WORK will commence within TEN DAYS OF NOTICE TO PROCEED and CONTRACTOR is to fully complete the project within SIXTY CALENDAR DAYS. **BIDDER further agrees to pay liquidated damages, in the sum of \$100.00 for each consecutive calendar day thereafter that he is in default in completing the contract.**

NOTE: Bids shall include all sales taxes and all other applicable taxes and fees.

**Furnish & install all asbestos removal, disposal, materials, labor and equipment for the following structure demolition projects for the prices stated below:**

(1) FOR LOCATION #1: 412 E Poplar (Includes a basement) (Garage), *Tax ID # 4-31-5.00-124.00*  
Lump sum cost for the demolition of all structures as well as fill, grade and seed lot:  
\$ \_\_\_\_\_.

(2) FOR LOCATION #2: 329 N Front St (All Structures), *Tax ID # 4-31-5.00-80.00*  
Lump sum cost for the demolition of all structures as well as fill, grade and seed lot:  
\$ \_\_\_\_\_.

(3) FOR LOCATION #3: 446 N Front St, *Tax ID # 4-31-2.00-16.00*  
Lump sum cost for the demolition of all structures as well as fill, grade and seed lot:  
\$ \_\_\_\_\_.

(4) FOR LOCATION #4: 912 Middleford Rd (Includes a basement), Tax ID # 3-31-7.00-9.00  
Lump sum cost for the demolition of all structures as well as fill, grade and seed lot:

\$\_\_\_\_\_.

**TOTAL LUMP SUM BID FOR ALL THREE LOCATIONS:**

\$\_\_\_\_\_.

The City of Seaford has had properties #1, 2, 3 & 4 surveyed by qualified individuals for the presence of asbestos. Asbestos containing materials were found at property #1 & 4 which is detailed in the attached reports by Sussex Environmental Consultants. The asbestos abatement will be the contractor's responsibility prior to any demolition operations. All prices for asbestos removal shall be included within the bid prices provided by the contractor. No additional compensation will be provided by the City beyond the bid prices submitted by the contractor at bid time.

Please provide the proposed firm, subcontractor or entity who will be completing the asbestos removal for this contract. The City intend to use this information to assist us in our bid evaluations:

Asbestos removal to be performed by: \_\_\_\_\_

**THE UNDERSIGNED DECLARES THAT HE HAS CAREFULLY EXAMINED AND FULLY UNDERSTANDS THE PROPOSAL AND FOLLOWING SPECIFICATIONS AND WILL FURNISH ALL EQUIPMENT AND MATERIALS TO COMPLETE THE ASBESTOS REMOVAL, DEMOLITION, DISPOSAL AND SITE WORK AS STATED.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**Address:**

\_\_\_\_\_  
\_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Cell Phone No.:** \_\_\_\_\_

**END OF BID PROPOSAL**