

**County of Aroostook**  
**COMMISSIONERS' OFFICE**

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County Administrator  
Douglas F. Beaulieu



County Commissioners  
Paul J. Adams Houlton  
Norman L. Fournier, Wallagrass  
Paul J. Underwood, Presque Isle

REQUEST FOR PROPOSAL (BIDS)  
2017 North Lakes Cross Lake Station Roof Renovation  
COUNTY OF AROOSTOOK

The County of Aroostook is soliciting proposals for the following project:

**2017 North Lakes Cross Lake Station Rubber Roof Renovation**

This project shall include all labor and materials to replace the entire existing metal roof on the North Lakes Fire Cross Lake Substation building with a new, rubberized roof. This project shall also include the removal of the existing chimney and the installation of a new chimney in a new location.

Specifications and information are available for download and printing at [www.northlakesfire.org/download/2017roofspec.pdf](http://www.northlakesfire.org/download/2017roofspec.pdf) or by contacting Jesse Belanger, Deputy Chief, North Lakes Fire and Rescue, at (207) 493-4328, or by e-mail to [jesse@aroostookema.com](mailto:jesse@aroostookema.com)

Those interested in submitting proposals must attend the **mandatory pre-bid meeting**, which will take place at 02:00 PM, Wednesday, May 10<sup>th</sup>, at the project site located at 3138 Caribou Road, Cross Lake TWP, ME. 04736.

Please submit bid(s) to:

Douglas F. Beaulieu  
County Administrator  
County Commissioners Office  
144 Sweden Street, Suite 1  
Caribou, Maine 04736  
493-3318

Bids must be sealed and marked:

**“2017 North Lakes Cross Lake Station Rubber Roof Renovation – Do Not Open”** and received at the office of the County Commissioners no later than 4:30 p.m., Monday, May 15<sup>th</sup>, 2017. Bid opening shall take place at 1:00 p.m., Wednesday, May 17<sup>th</sup>, 2017 at the Registry of Deeds Building, First Floor Conference Room, 22 Hall St #201, Fort Kent, ME 04743.

The County Commissioners reserve the right to accept or reject any or all bids.

Section 2  
BID PROPOSAL FORM  
County of Aroostook  
2017 North Lakes Cross Lake Station Rubber Roof Renovation

Having carefully examined the Instructions to Bidders, Form of Contract, General Conditions, and Specifications, as well as the premises and conditions affecting the work, we the undersigned, propose to furnish all labor, equipment and materials necessary, and reasonable incidentals to implement the indicated project(s) above.

The undersigned agrees, if the proposal is accepted, to submit a valid certificate of insurance, needed permits and licenses, along with any and all documents and requirements set forth by local, state and federal governments, within seven (7) calendar days after the date of notification of such acceptance, and sign a contract within two (2) days of receipt of the certificate of insurance by the office of the County Commissioners.

**Lump Sum of Proposal:** \_\_\_\_\_

Signed: \_\_\_\_\_

Print name: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## SPECIFICATIONS (ATTACHMENT A)

### North Lakes Cross Lake Station Rubber Roof Renovation 2017

#### COUNTY OF AROOSTOOK

### North Lakes Fire and Rescue – Cross Lake Substation 3136 Caribou Road, Cross Lake TWP, Maine

#### General Description

- a) Provide and furnish all necessary labor and materials to remove the existing roofing and strapping on the entire building. New decking material shall be installed to meet or exceed 5/8" Advantech or equal, covering the area of the roof and vertical wall areas between the lower and upper roof where necessary. Rubber roofing, meeting or exceeding *Firestone .060 EPDM membrane* or equal, and to include appropriate installation methods, including insulation, as outlined by the material manufacturer. The result of all labor and materials shall provide a new rubber roof on the entire building which meets industry standards, best practices, the Owner's needs and resolves all existing moisture/leak issues with the lower roof, upper roof, and vertical wall connecting both roofs.
- b) Provide and furnish all necessary labor and materials to remove the current chimney exhausting through the roof. Following removal, the location of the current chimney will be repaired, closed and sealed off, to existing structural materials in the building.
- c) Provide and furnish all necessary labor and materials to install a new 6" prefabricated chimney or powered ventilation system, exhausting through the rear, northeast facing wall. Installation shall meet all industry standards and best practice, and include all necessary connections to the existing heating appliance. The result of all labor and materials will provide a new, operational chimney exiting the rear facing wall of the building and allow the newly installed roofing to completely cover where the previous chimney exited.

The contractor must provide any and all subcontract work within the scope of this contract, as needed.

#### References

- a) Unless otherwise specified or indicated, all materials and workmanship shall conform to the latest edition of the following standards and specifications.
  - i) American National Standards Institute;
  - ii) Underwriters Laboratories, Inc.;
  - iii) American Society for Testing and Materials;
  - iv) National Fire and Protection Association;
  - v) All local, state and federal codes and laws.

#### Materials

- a) All materials used are to be of commercial grade and heavy duty.
- b) All materials shall be made in the United States of America.

- c) All materials and product information materials shall be submitted to the Owner in advance, for approval.

### **Installation**

- a) Preparation and finish work shall be completed by licensed tradesmen corresponding with the work they shall perform.
- b) Install all products in accordance with manufacturer recommendations.
- c) All work shall be plumb, square and level.

### **Demolition**

- a) Contractor shall be responsible for disposal of all identified materials associated with this project properly off the site. Contractor shall be responsible for any and all disposal and costs.
- b) Universal Hazardous Wastes shall be disposed of at the contractor's expense, following all codes and laws governing Universal Waste management.
- c) **The Contractor shall provide written receipt/invoice from the sanitation/disposal company as proof of proper disposal of all materials.**

### **Work Area**

- a) Work areas are to be kept clean and free of hazardous materials.
- b) An effort is to be made to minimize inconvenience to employees/tenants and to protect the safety of such employees/tenants. The Contractor shall coordinate with employees/tenants work schedules to minimize inconvenience.
- c) Employees/tenants shall be notified in advance of any termination of electrical power and a time frame for any such termination.
- d) Take particular care not to damage, in any way, areas of the interior and exterior building and properties, inside or outside the demolition and construction areas.
- e) Repair of any said damage shall be at the Contractor's expense.
- f) An effort is to be made to conduct any onsite millwork outside of the building and away from public access areas.
- g) Work areas are to be broom cleaned on a daily basis.

### **Completion**

- a) This Rubber Roof Renovation Project is to be fully completed, with all Contractor and Subcontractor materials/equipment removed from the property within forty-five (45) days from project contract signing date.

#### **FOR MORE INFORMATION**

Contact:

Jesse Belanger

Deputy Chief

North Lakes Fire and Rescue

Office: (207) 493-4328

Mobile: (207) 551-2501

**2017 North Lakes Cross Lake Station Rubber Roof Renovation**  
**2017**  
**COUNTY OF AROOSTOOK**  
**North Lakes Fire and Rescue – Cross Lake Substation**  
**3136 Caribou Road, Cross Lake TWP, Maine**

In consideration of the conditions and the mutual covenants and agreements hereinafter contained, the parties do hereby mutually agree as follows:

**ITEM A - STATEMENT OF WORK**

The Contractor shall furnish all labor, materials and equipment and shall perform all work required for the entire roof renovation and installation of a new rubber roof as clarified in the Attachment A, Specifications, at the North Lakes Fire and Rescue, Cross Lake Substation, 3136 Caribou Rd, Cross Lake TWP, Maine. This work shall be done for the Aroostook County Government, County Commissioners Office, 144 Sweden Street, Suite 1, Caribou, Maine, 04736; referred to as Owner of such facility. All "work" shall be in accordance with the terms of this Contract and of the part hereof, designated as follows:

- Section 2 Bid Proposal Form
- (Attachment A) Specifications

As set forth in the above Specifications:

The foregoing attachments together with this document, constitutes the entire Contract between the Contractor and together with this document constitute the entire Contract and Owner covering the Work. To the extent of any inconsistency between the provisions of this document and the attachment, the provisions of this document shall control.

**ITEM B - COMPENSTION**

Owner shall pay to the Contractor for performance of this Contract the sum of \$ \_\_\_\_\_ which sum shall not include any and all sales and use taxes.

Any payment due hereunder may be withheld by Owner upon evidence of default by the Contractor in the performance of its obligations hereunder, but the making of any such payment shall not be construed as a waiver of any such default.

Upon completion of the work hereunder, the acceptance in writing thereof by Owner, payment due the Contractor under the Contract will be paid by Owner to the Contractor within thirty (30) days, provided, that the Contractor shall have furnished Owner with such evidence of the payment of all subcontractors and material as owner may reasonably require.

**ITEM C - INSPECTIONS**

All material, equipment and workmanship except as may be otherwise provided herein shall be subject to inspection, by Owner at any and all times during construction and/or manufacture and at any and all places where such construction and/or manufacture are carried on. Owner shall have the right to reject defective material, equipment and workmanship, and rejected materials and equipment shall be satisfactorily replaced with acceptable material and equipment, and Contractor shall promptly segregate and remove defective material and equipment from the premises.

**ITEM D - WARRANTY AND WORKMANSHIP**

The Contractor warrants the work to be performed and the materials and equipment to be furnished under this Contract against defects in material and workmanship by the Contractor for a period of one (1) year and by the manufacturer of the roofing materials for a period of at least ten (10) years from the date of final acceptance of the completed work.

The Contractor agrees to perform the work in accordance with owner's directions and specifications pertaining to the work in the best and most workmanlike manner by qualified, careful and efficient workers. Unless otherwise specified, all materials and equipment furnished hereunder shall be new.

Within a reasonable time after receipt of written notice thereof, the Contractor shall, and shall require its subcontractors, to make good any defects in materials or workmanship which may develop during said warranty period and any consequential or incidental damage or injury caused by such defects of the repairing of the same at its own expense and without cost to Owner.

#### **ITEM E - CHANGES**

The Owner may at any time by a written order make changes in specifications, omit certain work and/or require additional work to be performed by the Contractor. If such changes or the addition of any project cause a material increase or decrease in the amount or character of the work performance, an equitable adjustment of compensation shall be made.

The terms and conditions of this Contract may be changed from time to time by amendments to this Contract, which are signed by duly authorized officers of the parties hereto.

If any additional or different work be executed by the Contractor without previous amendment to this Contract or written order, no charge therefore will be allowed.

#### **ITEM F - EXCUSABLE DELAYS AND RELEVANT WORK CONDITIONS**

Either the Owner or the Contractor shall is excused for any failure or delay in the performance of its obligations hereunder due to acts of God or of the public enemy, not proven to be invalid, fires, riots, labor disputes, unusually severe weather or any other cause beyond the reasonable control of the several portions or the whole of the work be delayed as a result of one or more of the excusable delays set forth herein for which the Contractor is not responsible. The Owner does not elect to terminate the Contract as otherwise provided for herein, or should the Contractor be delayed in the prosecution of the work through the fault of any other Contractor employed by Owner.

The Contractor represents hereby that it has had an opportunity to examine, has examined and has received a copy of the Attachment(s) referred to herein and fully aquatinted itself with obstructions, and all other conditions relevant to the work, the site of the work, and its surroundings and assumes the risk of any variances between the actual conditions relevant to the work and the same as shown or represented in said Attachment(s), that it has made all investigations essential to a full understanding of the difficulties which may be encountered in performing the work; and that anything in the said Attachment(s) or in any representations, statements or information made or furnished by Owner, the Contractor will, regardless of any such conditions relevant to the work, the site of the work or its surroundings, satisfactorily complete the work in accordance with the provisions of this Contract, and will assume full and complete responsibility for any such conditions relevant to the work, the site of the work or its surroundings, and all risks in connection therewith.

#### **ITEM G - PERMITS AND LICENSES**

Owner shall obtain the general permit for the work if required. The Contractor shall procure all other necessary permits and licenses required for the work by federal, state or local authorities, pay all fees in connection therewith and abide by all regulations, ordinances, codes and other rules of such authorities and give all stipulations and representations requires thereby. The Contractor further agrees to save Owner and Owners' directors, officers and employees harmless from liability or penalty, which might be imposed by reason of an asserted violation of such regulations, ordinances, codes or other rules.

## **ITEM H - CONTRACTOR'S STATUS AND RELATED MATTERS**

The relationship of the Contractor to Owner shall be that of independent contractor and nothing herein contained shall be construed as creating any other relationship, it being expressly agreed between the parties that any changes made shall not be construed as creating a joint venture between Owner and Contractor.

The Contractor shall accept, in connection with the work called for hereby exclusive liability for the payment of any taxes or contributions for Social Security, unemployment insurance, old age payments, annuities or retirement benefits which are measured by wages, salaries or other remuneration paid by the Contractor to any and all persons employed by it in connection with the performance of the Work and comply with all valid federal and state administrative regulations respecting the assumption of liability for any of the aforesaid taxes or contributions.

Contractor represents that the Contract price set forth herein includes all such taxes or contributions and agrees to indemnify and hold Owner and owner's directors, officers and employees harmless from and against any and all liability for the delay or failure of the Contractor and its subcontractors to pay any such taxes or contributions.

## **ITEM I - TITLE**

Title to and risk of loss of all other materials, equipment and tools delivered to the site shall be and remain in the Contractor or its subcontractors, who agree to make no claim against Owner for loss thereof or damage thereto.

## **ITEM J - CONTRACTOR'S RESPONSIBILITY AND INSURANCE**

The Contractor agrees to secure and protect itself, and shall secure and indemnify Owner and owner's directors, officers and employees from any liability, claim of liability, expense, causes of action, loss or damage whatsoever for any injury, including death, to any person or property in the performance of this Contract, unless such injury is caused by the sole negligence of Owner, it being the intent of this agreement to protect and indemnify Owner from any and all loss arising out of or in connection with the work performed under this Contract, unless such loss is caused by the sole negligence of Owner. The Contractor agrees to carry as are satisfactory to Owner covering the work hereof:

Workers' compensation and employer's liability insurance in an amount sufficient by virtue of the laws of the state in which the work is performed.

The Contractor and any Subcontractors shall be covered with general liability insurance including accidental death, property damage, automobile liability, and contractual liability insurance.

The Contractor and any Subcontractor hereunder agrees in the performance of the work to comply with all applicable fire safety requirements of the National Fire Protection Association, that it will adhere to all federal, state and local laws pertaining to fire protection, and that it will abide and be governed by the rules and regulations pertaining to fire protection prescribed by Owner.

## **ITEM K - FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS**

In the execution of this Contract, the Contractor agrees to comply with and give all stipulations and representations required by applicable federal, state and local laws, and further agrees to include a similar statement to the foregoing effect as a part of all subcontracts entered into by the Contractor in connection with this Contract. This Contract and the performance hereof, are expressly subject to all rules, regulations and requirements of the United States Government and of owner.

**ITEM L - OWNER'S REPRESENTATIVE**

Owner shall designate in writing a representative or representatives who shall be available at all times, at the site of the work during progress thereof and who shall have authority to act for the Owner in all matters concerning the work. Owner's on site representative shall be Jesse Belanger; (207) 493-4328.

**ITEM M - CONTRACTOR'S REPRESENTATIVE**

The Contractor shall designate in writing a representative or representatives who shall be available at all times at the site of the work during the progress thereof and who shall have authority to act for the Contractor in all matters concerning the work, excepting, however, such representative or representatives shall not be empowered to amend this Contract.

**ITEM N - LIQUIDATION DAMAGES**

If the Contractor is in violation of any of the terms of this contract, or if the Owner or its representative is of the opinion that work described in this contract is being performed unsatisfactorily, the Owner shall notify the Contractor in writing, setting forth the basis for the Owner's complaint. Upon receipt of such notice, the Contractor shall have seven (7) days to comply with the terms and conditions of this contract or rectify the unsatisfactory work. If at the expiration of the seven (7) day period, the Owner's representative is dissatisfied with the Contractor's performance, or the Contractor is not in compliance with the terms of this contract, the Owner will, notify the Contractor in writing to discontinue all work to be performed under this contract. The Owner may thereupon, by contract, or otherwise complete the work, and the Contractor or its surety shall be liable for costs which exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

**ITEM O - CONTRACT TERMINATION**

Should the Contractor fail to complete the work within the time frame specified in the contract, any time extension change orders, or the work be deemed unsatisfactory by the Owner, the Owner may after giving written notice to the Contractor, terminate the contract and arrange for the work to be completed by others. The cost of any uncompleted work will be deducted from the contract amount.

**ITEM P - CONSTRUCTION OF THIS CONTRACT**

This contract shall be interpreted in accordance with the plain English meaning of its terms, and the construction thereof shall be governed by the laws of the State of Maine, United States of America. Captions used in this Contract are for convenience of reference only and shall not be deemed or construed as in any way limiting or extending the language of the provisions to which such captions may refer.



IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be set and to a duplicate of the same date and tenor as of the day and year first above written.

WITNESSES:

\_\_\_\_\_

OWNER:

By \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR:

By \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

Agreement Date \_\_\_\_\_

This "Contract Conditions", as part of the Attachment A (specifications), forms the mutual covenants and agreements between

the Owner, \_\_\_\_\_

\_\_\_\_\_

and the Contractor; \_\_\_\_\_

\_\_\_\_\_

do hereby mutually agree to perform as required by the Specifications and the Contract.

**COUNTY OF AROOSTOOK**  
**2017 North Lakes Cross Lake Station Rubber Roof Renovation**  
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**2017**