

County of Aroostook
COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR
RYAN D. PELLETIER



COUNTY COMMISSIONERS

PAUL J. ADAMS
HOULTON

NORMAN L. FOURNIER
WALLAGRASS

PAUL J. UNDERWOOD
PRESQUE ISLE

REQUEST FOR PROPOSALS (Bids)
- ENGINEERING SERVICES -
COUNTY OF AROOSTOOK
Houlton Superior Court Building

The County of Aroostook is accepting proposals for engineering services for a HVAC/AHU System for the first floor of the Aroostook County, Houlton Superior Court Building, located at 26 Court Street, Houlton, Maine.

Engineering Services proposal includes a field survey evaluation of the existing conditions; design, project cost analysis, equipment selection process; bid document development, drawings; project request for proposal advertising, bidding process and construction administration.

For additional information contact Bryan V. Jandreau, Facilities & IT Director, at (207) 493-6305.

Bids must be sealed and marked "**Engineering Services, HVAC/AHU/HSC - Do Not Open**" and must be received at the County Commissioners' Office no later than 4:30 p.m. on Friday, October 28, 2022. Bids shall be presented to the County Commissioners at a public meeting on Wednesday, November 16, 2022, at 1:00 p.m. in the second floor conference room at the Sheriff's Office Building, 25 School Street, Houlton, Maine.

Please submit bids to:

Ryan D. Pelletier
County Administrator
County Commissioners' Office
144 Sweden Street, Suite 1
Caribou, Maine 04736
(207) 493-3318

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

Section 2
BID PROPOSAL FORM
County of Aroostook
Engineering Services
Houlton Superior Court Building
26 Court Street, Houlton, Maine.

Lump Sum Bid amount: \$ _____

Provide detailed documentation of project implementation plan with this bid.

Having carefully examined the instructions to bidders, form of contract, general conditions, and specifications, the undersigned propose to provide engineering design services for a HVAC/AHU System for the first floor of the Aroostook County, Houlton Superior Court Building and reasonable incidentals to fully execute said project to meet the Owner's needs as outline in the bid documents.

The undersigned agrees, if the proposal is accepted, to submit 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 an engineering services contract within two (2) days of receipt of the certificate of insurance by the office of the County Commissioners.

Signed: _____

Print name: _____

Name of Firm: _____

Address: _____

Telephone: _____

Cellular Telephone: _____

Fax: _____

Email: _____

Website: _____

Specifications (Attachment A)
- ENGINEERING SERVICES –
COUNTY OF AROOSTOOK
Houlton Superior Court Building

1. Engineering services shall include, but are not limited to:
 - a. Design work to eliminate existing split air conditioning systems of the first floor.
 - b. Design work for installing a heating, ventilation, air conditioning, air handling unit system HVAC/AHU for the first floor.
 - i. Design work is to encompass a study and recommendation of an independent system from other existing systems currently servicing other floors of the building or incorporating the proposed new system to existing systems.
 - c. Provide cost analysis of the HVAC/AHU System Project.
 - d. Provide a step-by-step Project Manual.
 - e. Execute the project equipment selection process.
 - f. Develop and execute the bid documents and drawings.
 - g. Execute request for proposal, advertising and bidding process.
 - h. Provide/oversee construction administration of the project.

- ENGINEERING SERVICES –
COUNTY OF AROOSTOOK
Houlton Superior Court Building
- ENGINEERING SERVICES –

CONTRACT CONDITIONS

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 Engineer shall furnish all labor, materials and equipment and shall perform all work required and necessary for designing and administration services for the HVAC/AHU Project for the Aroostook Houlton Superior Court Building (first floor) located at 26 Court Street, Houlton, Maine 04730. This engineering services 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 property/facility. All "work" shall be in accordance with the terms of this Contract and of the part hereof, designated as follows:

- Engineering Services Request for Proposal
- (Attachment A) Specifications
- Bid form

As set forth in the above Specifications.

The foregoing attachment(s) together with this document constitute the entire Contract between the Contractor and together with this document constitute the entire Contract. To the extent of any inconsistency between the provisions of this document and the attachment, the provisions of this document shall control.

ITEM B - COMPENSATION

Owner shall pay to the Contractor for performance of this Contract the sum of \$ _____, which sum shall not include any sales and use taxes. Payment shall be made at completion of project.

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, the last 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 engineering and/or manufacture and at any and all places where such engineering and/or manufacture are carried on. Owner shall have the right to reject defective material, equipment and workmanship, and rejected materials shall be satisfactorily replaced with acceptable materials, and Contractor shall promptly segregate and remove defective materials from the design work.

ITEM D - WARRANTY AND WORKMANSHIP

The Contractor shall warranty the design work for one (1) year after the completion date of the design work. The Contractor agrees to perform the design 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 engineers. 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 design work 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 design work and/or require additional design 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 only by amendments to this Contract, which are signed by duly authorized officers of the parties hereto.

If any additional or different design 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 Owner or the Contractor shall be 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, and 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 certifies 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, actual levels, all other conditions relevant to the design work, the site that the design work is for, and its surroundings and assumes the risk of any variances between the actual conditions relevant to the design 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 design 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 design work, the site for which the design work is for or its surroundings, satisfactorily complete the design work in accordance with the provisions of this Contract, and will assume full and complete responsibility for any such conditions relevant to the design work, the site for which the design work is for or its surroundings, and all risks in connection therewith.

ITEM G - PERMITS AND LICENSES

The Contractor shall procure all necessary permits and licenses required for the design 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 required 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 design 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 design 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 certifies 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 possession, 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 of any portion of the work is performed.

General Liability Insurance including accidental death, property damage, automobile liability, and contractual liability insurance.

The Contractor and any subcontractor hereunder agree in the performance of the design 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 project representative or representatives, who shall have authority to act on behalf of the Owner in all matters concerning the work, including amendment to this Contract. Owner's project representative shall be Bryan V. Jandreau (207) 493-6305.

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 design 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 design 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 design work to be performed under this contract. The Owner may thereupon, by contract, or otherwise complete the design 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 design work within the time frame specified in the contract and any time extension change orders, the Owner may, after giving written notice to the Contractor, terminate the contract and arrange for the design 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.

ENGINEERING SERVICES
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- ENGINEERING SERVICES –
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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: County of Aroostook, 144 Sweden Street, STE 1, Caribou, Maine 07436.

and the Contractor; _____

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