

## County of Aroostook

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Bryan V. Jandreau

Facilities Manager



### **REQUEST FOR PROPSALS Bell/Clock Tower and Dome Project - 2017 COUNTY OF AROOSTOOK**

The County of Aroostook is soliciting proposals (bids) for the painting of a bell/clock tower and gold leafing a dome at the Superior Court Building, 26 Court Street, Houlton, Maine. Bid is to include all labor, materials and equipment.

For additional information, and specifications, contact Bryan Jandreau, Facilities Manager, at (207) 493-3318 or visit our website at <http://www.arostook.me.us> *There will be a mandatory on-site pre-bid meeting on Tuesday, April 18, 2017, 10:30 a.m.*

Bids must be sealed and Marked **“Bell/Clock Tower and Dome Project – Do Not Open”** and must be received at the County Commissioners’ Office no later than 4:30 p.m. on Tuesday, May 16, 2017. Bid opening shall take place at 1:00 p.m. on Wednesday, May 17, 2017 in the first floor conference room of the Registry of Deeds Building, 22 Hall Street, Fort Kent, Maine.

Please submit bids to:

Douglas F. Beaulieu  
County Administrator  
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.

The gold leaf element of this project is funded exclusively through a public fund raising campaign and not through taxation efforts.

## **SPECIFICATIONS (ATTACHMENT A)**

### **Bell/Clock Tower Project - 2017 COUNTY OF AROOSTOOK SUPERIOR COURT BUILDING HOULTON, MAINE**

#### **1. General Description**

- A. Provide and furnish all necessary labor, equipment and materials in connection with the painting of the bell/clock tower and gold leafing of the dome at the Superior Court Building located at 26 Court Street, Houlton, Maine 04730.
- B. The bell/clock tower is fully functional and is part of a building that is on the National Register of Historical Places. All work is to be completed in a manner that does not jeopardize the historical integrity of said building.
- C. This project includes the painting of all aspects of the bell/clock tower and gold leafing of the bell/clock tower dome.
- D. Provide any and all subcontract work, as needed.

#### **2. References**

- A. Unless otherwise specified or indicated, materials and workmanship shall conform to the latest edition of the following standards and specifications.
  - a. American National Standards Institute
  - b. Underwriters Laboratories, Inc.
  - c. American Society for Testing and Materials
  - d. National Fire and Protection Association
- B. All work shall be conducted in accordance with all federal, state and local safety codes, rules and laws.

#### **3. Bell Tower Materials**

- A. All materials used are to be of commercial grade, heavy duty and match architectural design, quality and texture of existing structure.
- B. Paint colors shall match existing.
  - a. Red base color to match existing;
  - b. Beige trim color to match existing;
  - c. Black detail color to match existing.
- C. Paint colors shall be preapproved by the Owner.

- D. Paint type shall be a high quality exterior latex house paint product pre-approved by the Owner before use.
- E. High quality commercial exterior fillers, sealants, and caulking shall be used to seal, prepare, level and smooth areas of the bell tower.

#### **4. Dome Materials**

- A. All materials used are to be of commercial grade, heavy duty and match architectural design, quality and texture of existing structure.
  - a. All materials shall be approved by the Owner before purchase/use.
- B. A superior quality oil sizing such as DUX Oil Size or equal shall be used.
- C. A high quality metal primer that will insure the leaf layer has an appropriate surface to rest on such as DUX Burnish Sealer or equal shall be used.
  - a. The sealer shall be either red or ochre in color.
- D. Gold leaf shall be no less than twenty-three and one half (23-1/2) karat and eighteen (18) grams per one thousand (1,000) leaves.
  - a. It shall be the contractor's responsibility to provide a leaf product that is conducive to an exterior application and will repel the abrasive effects of snow, rain, wind dust and sand particles.
  - b. There shall be no copper or silver mixed with the leaf.

**Notation: In the event that private funding (non-tax payer dollars) are not acquired for the gold leafing part of this project; the gold leafing will be substituted with an exterior gold colored paint preapproved by the Owner.**

- **Pricing adjustments shall be made with a written change order between the Owner and Contractor in the event that this project change is required.**

#### **5. Demolition and Work Area**

- A. The Contractor shall be responsible for all equipment used; e.g.: ropes, Bosun's chairs, anchors, scaffolding, ladders, lifts, etc.
  - a. All equipment used, including steeple-jack and scaffolding equipment, shall meet all required safety inspections and regulatory requirements of said equipment.
- B. Contractor shall be responsible for scraping, sanding and complete preparation of the bell tower surfaces.
- C. Contractor shall be responsible for appropriate preparation of the dome as it relates to gold leaf applications.
- D. Contractor shall be responsible for any and all disposal and costs for all materials designated for proper removal off the site.

- E. All materials shall be disposed of in accordance with all federal, state and local landfill laws and regulations.
- F. Work areas are to be kept clean and free of hazardous materials.
- G. An effort is to be made to minimize inconvenience to employees/tenants and to protect the safety of such employees/tenants.
- H. Take care not to damage, in any way, areas of the building and properties, inside and outside the demolition and construction areas. Take particular care not to damage shrubs, trees and landscaping. Repair of any said damage shall be at the Contractor's expense. (Damage made as a result of a man-lift and/or other equipment to the building and/or landscape shall be the Contractor's responsibility to repair and return to original condition.)
- I. Specifically, proper steps (methods and materials) shall be taken and used by the Contractor to protect all roof surfaces from damage. Any and all roof damage as a result of this project shall be repaired by and at the Contractor's expense.
  - a. Said protective methods and materials shall be preapproved by the Owner.
- J. Proper barricades and signage shall be used by the Contractor to provide notice to employees/tenants and the general public of "Caution, Work in Progress".

## **6. Installation**

- A. Preparation and finish work shall be completed by experienced painting and gold leafing professionals.
  - a. Proof of experience with painting and gold leafing shall be provided with request for proposal bids.
  - b. Three (3) letters of professional recommendation shall be provided with request for proposal bids.
- B. Preparation work for the painting of the bell/clock tower shall include but is not limited to, sanding, scraping, cleaning surfaces, sealing and priming.
  - a. Dry rot found on the bell/clock tower shall be replaced as needed in such a way to match existing surfaces and texture of the bell/clock tower.
  - b. The bell/clock tower shall be primed with one (1) coat of primer before painting.
  - c. The bell/clock tower shall be painted with two (2) coats of paint.
- C. Preparation work for leafing of the dome shall include, but is not limited to, sanding, scraping and cleaning surfaces.
  - a. The dome shall be properly cleaned specifically for proper gold leaf applications.

- b. All proper methods of gold leaf installation shall be use, such as but not limited to, size (adhesive use), drying, tack times, leaf application, coverage, set times for burnishing and polishing.
- D. Install/apply all materials in accordance with manufactures recommendations.
- E. Install all proper weather sealing and waterproofing as needed.
  - a. The twenty-three and one half (23-1/2) karat leaf shall **not** be sealed as sealers tend to break down or become milky/hazy with three (3) to five (5) years.
- F. The interior ceiling of the bell/clock tower that is painted in a mural fashion shall be left untouched and is **not** part of this bell/clock tower project.
- G. The clock face, trim, numbers and hands shall be included in this project.
- H. The scales of justice/weather vane shall be included in this project.
  - a. The rods shall be painted with a black exterior paint conducive to adhering to metal.
  - b. The scales of justice/weather vane and accent curved steel shall be gold leafed.

## **7. Financial Advances**

- A. The Owner shall advance no more than one-third (1/3) of the total contract price for the purchase of project materials.

## **8. Insurance**

- A. Proof of general liability insurance including accidental death, property damage, automobile liability, contractual liability, workers' compensation insurance or State of Maine predetermination letter of workers' compensation shall be provided to the Owner before work is started.

## **9. Completion**

- A. This bell/clock tower and dome project is to be completed, with all contractor and subcontractor materials/equipment removed from the property by August 30, 2017.
- B. If project is not completed by the completion date, the Owner may deduct one hundred dollars (\$100.00) per day from the contract price for each day the project is not completed.

**Bell/Clock Tower and Dome Project - 2017**  
**COUNTY OF AROOSTOOK**  
**SUPERIOR COURT BUILDING**  
**HOULTON, MAINE**

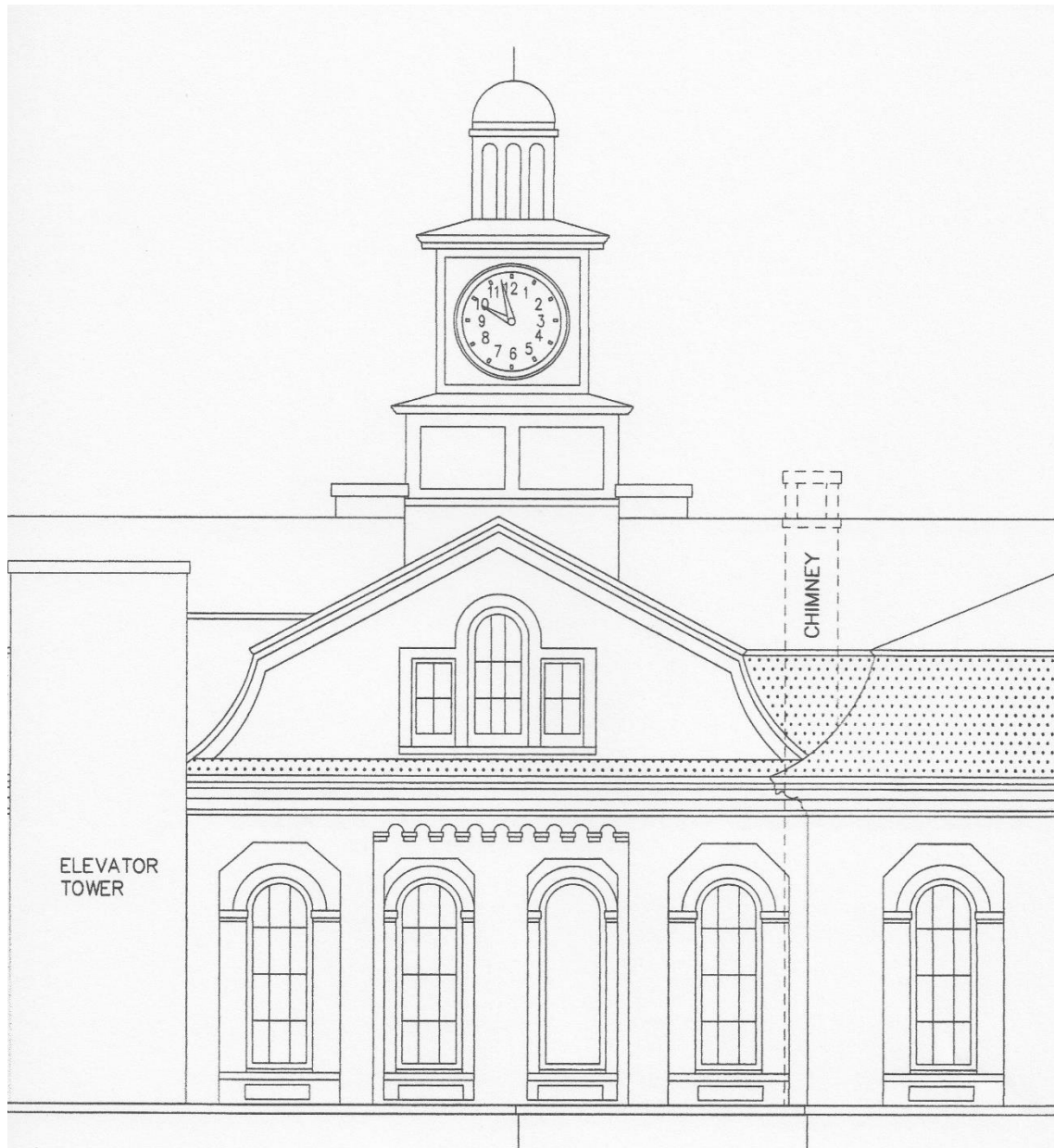
General drawing #1 for reference only.  
No scale

The dome is eight (8) sided at approximately 18.75 square feet for each side, totaling approximately one hundred and fifty (150) square feet of dome. It is the Contractors responsibility to confirm exact square footage of the dome.



**Bell/Clock Tower and Dome Project - 2017**  
**COUNTY OF AROOSTOOK**  
**SUPERIOR COURT BUILDING**  
**HOULTON, MAINE**

General drawing #2 for reference only.  
Scaled at 1/8" = 1'



**Bell/Clock Tower and Dome Project - 2017  
COUNTY OF AROOSTOOK  
SUPERIOR COURT BUILDING  
HOULTON, MAINE**

**BID FORM**

Use this bid form to submit your bid.

**This is a required two sum bid.**

Contractor's business name: \_\_\_\_\_

Owner's name: \_\_\_\_\_

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

Phone number: \_\_\_\_\_

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

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

Cellphone number: \_\_\_\_\_

**Bid sum for bell/clock tower painting: \$** \_\_\_\_\_

**Bid sum for gold leafing dome: \$** \_\_\_\_\_

Signature: \_\_\_\_\_

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

\*Proof of experience with painting and gold leafing shall be provided with request for proposal bid.

\*Three (3) letters of professional recommendation shall be provided with request for proposal bid.



**Bell/Clock Tower and Dome Project - 2017**  
**COUNTY OF AROOSTOOK**  
**SUPERIOR COURT BUILDING**  
**HOULTON, MAINE**

**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 Contractor shall furnish all labor, materials and equipment and shall perform all work required and necessary for the painting of the bell/clock tower and gold leafing the dome located at the Superior Court Building, 26 Court Street, Houlton, Maine 04730. 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:

- (Attachment A) Specifications
- Two (2) general drawings of bell/clock tower
- 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 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 - COMPENSATION**

Owner shall pay to the Contractor for performance of this Painting Contract the sum of \$ \_\_\_\_\_ and Gold Leaf Contract 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 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 for a period of one (1) year 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 only 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 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 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**

The Contractor shall procure all 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 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 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 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, 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 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 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 on-site representative shall be Dan Bouchard (207) 227-7670 and Owner's project representative shall be Bryan V. Jandreau (207) 493-3318.

#### **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 and any time extension change orders, 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.

**Bell/Clock Tower and Dome Project - 2017**  
**COUNTY OF AROOSTOOK**  
**SUPERIOR COURT BUILDING**  
**HOULTON, MAINE**

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.