

**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



COUNTY OF AROOSTOOK
REQUEST FOR PROPOSAL (BIDS)
WATER SOFTENER SYSTEM
AROOSTOOK COUNTY JAIL

The County of Aroostook is soliciting bids for the replacement of a water softener system located at the Aroostook County Jail, 15 Broadway, Houlton, Maine 04730.

Specifications and information are available for download and printing at <http://www.arostook.me.us> under the bids and proposal section or by contacting Bryan Jandreau, Facilities & IT Director, at (207) 493-3318 or by e-mail to bryan.jandreau@arostook.me.us

Please submit bid(s) to:

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

Bids must be sealed and marked **“Water Softener System”– Do Not Open** and received at the office of the County Commissioners no later than Wednesday, April 10, 2019, 4:00 p.m. Bid opening shall take place on Thursday, April 11, 2019, 9:00 a.m. at the office of the Facilities & IT Director, lower level of the Caribou Courthouse, 144 Sweden Street, Caribou, Maine. Bids shall be presented at the County Commissioners’ meeting, Wednesday, April 17, 2019, 1:00 p.m., at the Sheriff’s Office Building, second floor conference room, 25 School Street, Houlton, Maine.

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

Section 2
BID PROPOSAL FORM
County of Aroostook

Water Softener System: Lump Sum Bid Amount \$ _____

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.

Signed: _____

Print name: _____

Name of Firm: _____

Address: _____

Telephone: _____

Cellular Telephone: _____

Fax: _____

Email: _____

SPECIFICATIONS (ATTACHMENT A)

WATER SOFTENER SYSTEM

2019

COUNTY OF AROOSTOOK

Aroostook County Jail

Houlton, Maine

General Description

- a) Provide and furnish all necessary labor and materials in connection with the replacement of a water softener system at the Aroostook County Jail, 15 Broadway, Houlton Maine. *The result of all labor and materials shall provide a fully operational water softener system to improve overall reliability and performance, the Owner's needs, all local, state and federal codes, laws and requirements.*
- b) Provide any and all subcontract work, as needed. (e.g.: electricians, etc.)
- c) Testing of the new water softener system shall be done by the Contractor and is part of this contracted work.
- d) The Contractor shall provide adequate and appropriate training for system operation and maintenance to Owner representatives.

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) American Society for Testing and Materials;
 - iii) Americans with Disabilities Act;
 - iv) National Electrical Codes;
 - v) National Fire and Protection Association;
 - vi) Underwriter's laboratories, Inc.;
 - vii) All local, state and federal codes and laws.
- b) The Contractor shall provide the Owner with two (2) complete sets of any and all "As Built" blueprints and diagrams of the project, if applicable, and owner/operator manuals.
- c) The Owner shall provide adequate and appropriate storage space for tools, equipment and project materials.
- d) The Contractor shall provide all proper and adequate water softener system documentation at the conclusion of the project.

Materials

- a) All materials used are to be of commercial grade and heavy duty.
- b) All materials and product information materials shall be submitted to the Owner in advance, for approval.
- c) All components for this project shall be nonproprietary.
- d) Materials shall include, but are not limited to:
 - 1. A Custom Care Twin ALT C42 Series water softener or equal;
 - 2. Two hundred eight (280) gallon per minute (gpm) peak flow;
 - 3. Two (2) inch piping system;
 - 4. Two (2) - Forty-eight (48) inch tank size; L75XW24XH76 or equal;
 - 5. Twin System;
 - 6. Two (2) top mounted solid brass control valves with two (2) motor driven piston(s);
 - 7. Five (5) cycle valve for control of backwash, brine and rinse, fast rinse and brine refill;
 - 8. High capacity virgin polystyrene resin;
 - 9. Corrosion resistant mineral tanks made from fiberglass reinforced polyester;
 - 10. Corrosion resistant brine tanks with automatic control;
 - 11. Automatic self-adjusting backwash flow control;
 - 12. National Sanitation Foundation (NSF) certified components;
 - 13. All miscellaneous and needed parts and components.

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.
- d) All moving parts shall work smoothly and freely.
- e) The system and all piping and components shall be free of water leaks.

Demolition

- a) All areas of the building impacted by removal of old equipment and installation of new equipment shall be repaired to match existing by the Contractor.
- b) 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.

- c) Universal Hazardous Wastes shall be disposed of at the Contractor's expense, following all codes and laws governing Universal Waste management.
- d) In the event that unexpected Asbestos materials are found; The Owner shall be responsible for removal costs.
 - i) The Contractor shall work with the Owner in establishing needed timelines (schedules) to remove any Asbestos that may be identified during construction.

Work Area

- a) A construction timeline impacting available water supply to the building shall be coordinated between the Owner and Contractor; and appropriate notification be made to building occupants in advance for day to day operational planning.
- b) Work areas are to be kept clean and free of hazardous materials.
- c) 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.
- d) Based on employees'/tenants' schedules to service the general public, project work may have to be interrupted/stopped from time to time.
- e) Employees/tenants shall be notified in advance of any termination of electrical power and a time frame for any such termination.
- f) 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. Repair of any said damage shall be at the Contractor's expense.
- g) An effort is to be made to conduct any onsite millwork outside of the building and away from public access areas.
- h) Work areas are to be broom cleaned on a daily basis.
- i) At project completion, the Contractor shall preform a cleaning to restore the building and premises to a clean and neat appearance.

Completion

- a) This Water Softener System Project is to be completed, with all Contractor and Subcontractor materials/equipment removed from the property within thirty (30) days from project start date.
- b) Upon completion the Contractor shall provide the Owner the appropriate educational training, proper understanding and operation of the newly installed equipment.

COUNTY OF AROOSTOOK
Aroostook County Jail
2019
WATER SOFTENER SYSTEM PROJECT
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 for the installation of a water softener system at the Aroostook County Jail, 15 Broadway, Houlton, 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:

-- (Attachment A) Specifications

As set forth in the above Specifications:

The foregoing attachment(s) 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 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 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 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. 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 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 Mr. Daniel Bouchard, (207) 538-7670 and project representative shall be Mr. Bryan 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, 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:

WITNESSES:

OWNER:

By _____

Typed Name _____

Title _____

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
Water Softener System Project
Aroostook County Jail, Houlton, Maine
2019**