



Town of Belgrade
990 Augusta Road
Belgrade, ME 04917

207.495.2258

June 2023

REQUEST FOR PROPOSAL
Fire Protection Dry Hydrant Installation

The Town of Belgrade is seeking a formal bid to install a fire protection dry hydrant located at Long Pond Drive in the village of Belgrade Lakes (Long Pond).

Sealed bids will be received at the Belgrade Town Hall addressed to: Town Manager, Attn: Dry Hydrant Installation Project- 990 Augusta Road, Belgrade, Maine 04917 until 2 PM on Wednesday, June 28, 2023. Bids will be publicly opened on Thursday, June 29, 9 a.m. by the Belgrade Fire-Rescue Chief and Town Manager. The Board of Selectpersons will review a list of bids at their regularly scheduled meeting on July 11, 2023 at 6:30 p.m.

Please forward your bid, using the form provided, along with documentation for the equipment to be installed/provided, in a sealed envelope showing the name and address of the bidder and marked, **“Fire Protection Dry Hydrant Installation Project”**

A pre-bid meeting will be held at the site location for those interested on Friday, June 23, 2023 to become familiar with the layout and to note or make recommendations that may vary from the specifications.

The Town of Belgrade reserves the right to reject any and all bids and to make the award in the town’s best interest.

Sincerely,

Chief Dan MacKenzie
Fire-Rescue Chief

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**Fire Protection Dry Hydrants –
Scope of Work:**

- Perform all work in accordance with DEP Permit by Rule Standards Section 3 Intake Pipes & Water Monitoring Devices.
- Dredge and remove sediment from pond at a minimum 20 feet around intake pipe and dredge to the pond bottom without piercing/damaging natural or manmade liners.
 - Install a new dry hydrant at the site using:
 - 6-inch Schedule 40 PVC piping.
 - Two 90-degree Elbows.
 - Static lift shall not exceed 15 feet.
 - The vertical standpipe connecting to the water intake shall be at least 4 ½ feet deep to prevent freezing.
 - Intake pipe shall be installed to prevent silting.
 - Intake pipe shall be secured to a concrete pad or approved equivalent to prevent settling.
 - 6-inch back flush screen/strainer installed on the intake pipe.
 - 6-inch female NH steamer swivel with strainer and cap, positioned at 90-degree elbow 24 inches above road grade. (Exact positioning approved by Fire Dept. at the time of installation.)
 - Vertical pipe must be protected by a culvert (or similar device) with concrete poured between the culvert pipe and hydrant pipe.
 - All pipe connections sealed with proper adhesive.
 - Erosion control installed around new appliance
- Successful test with Fire Department once install is complete.
- Property used to access the work area shall be restored to pre-construction condition.

Project Schedule:

The proposal must include a proposed timeline for completion. This project has been identified as a HIGH priority project and it is the Town's desire to start and complete work as soon as possible.

Depending on the bid amounts, this may need to be budgeted for in 2024, looking for fall installation (fall of 2023 or 2024).

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STANDING CONDITIONS AND INSTRUCTIONS TO BIDDERS

- Bidders shall use the enclosed form for quotations. In bid forms and specifications, an article or material is defined by using a trade name and catalog number of a manufacturer or firm, the term "or approved equal" if not inserted therewith, shall be implied. Any reference to a particular manufacturers' product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term "or approved equal" is defined as meaning any other make which in the opinion of the town is of such character, quality and performance equivalence as to serve the purpose for which it is to be used equally as well as that specified. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interest of the Town of Belgrade. The bidder quoting on a commodity other than as specified, shall furnish complete identification, descriptive literature, or data with respect to the alternate commodity they propose to furnish.
- Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the Town of Belgrade.
- Please indicate the firm's name and manually sign bid in ink before returning it to the town. Failure of bidder to sign the bid may be cause for rejection of bid.
- Bid amendments thereto, or withdrawals of bids, received after the opening date and hour will not be considered. Bids shall be subject to acceptance by Contract Agreement and Purchase Order by the town. Bids may be withdrawn by written notice, provided such notice is received prior to the time set for the opening of bids.
- Bids are opened publicly. Bidders or their representatives may be present at bid openings. Tabulations will, after the award of the contract, be available for public inspection and copies of tabulations will be sent upon request by individual bidders.
- Any discrepancy between unit and total price will be governed by unit price as quoted in the original bid.
- The Town of Belgrade reserves the right to waive any formality and technicality in bids, which are deemed in the best interest of the Town of Belgrade.
- Awards will be made to the lowest responsible bidder considering the quality of the services, supplies, materials or equipment to be supplied, their conformity with specifications, the purpose for which it is required, date of delivery, and ultimate cost thereof to the town; the intent being to purchase in a manner that will best secure the greatest possible economy consistent with the grade or quality of services, supplies, materials and equipment best adapted for the purpose for which it is needed.

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- Samples of items, when required, must be furnished free of charge prior to opening of bids and, if not destroyed, will upon request be returned EXPRESS COLLECT unless STAMPS for postage and insurance are forwarded with bid. PLEASE DO NOT ENCLOSE BID IN PACKAGE WITH SAMPLES.
- The firm must furnish the item(s) as specified in the bid and any deviation therefrom will be grounds for rejection.
- All transportation charges, including expense for freight, mail etc., shall be prepaid and at the expense of the firm unless otherwise specified in the bid.
- Please specify terms and cash discounts. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance, or from date of correct invoice, whichever is later.
- Time of proposed delivery must be stated in definite terms. If time varies for different items, the bidder shall so state. If time is the essence of the bid, the earliest date may be a factor in the award.
- The town is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, an exemption certificate will be furnished with the Purchase Order when required.
- No contract may be assigned, sublet, or transferred without the written consent of the town.
- In case of default by the firm, the right is reserved by the Town of Belgrade to procure the materials or supplies from other sources and charge any excess cost occasioned thereby to the firm. However, the firm shall not be held liable for any failure or delays in fulfillment of this contract arising from strikes, fires, Act of God, or any other case(s), which by reasonable diligence could not be prevented.
- The successful bidder may be required to furnish a certificate of insurance and may also be required to furnish a bond conditioned for full and faithful performance of the contract.
- The General Conditions and Instructions to bidders shall be an integral part of the attached specifications.

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GENERAL CONDITIONS

1. Equal Employment Opportunity

Attention of the Firm is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color, sex, or national origin.

2. Insurance

Except as otherwise provided by this Agreement, the CONTRACTOR shall obtain and maintain throughout the term of this Agreement at no expense to the OWNER the following insurance coverages:

a. **Comprehensive Liability Insurance** in the following amounts:

- Bodily injury: \$1,000,000.00 per occurrence and \$1,000,000.00 per person.
- Property damage: \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

Such insurance shall be obtained and maintained to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

b. **Automobile Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as may be required by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

c. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, the CONTRACTOR shall provide for the protection of its employees not otherwise protected. The CONTRACTOR shall ensure that any subcontractors must provide proof of Workers' Compensation Insurance and Employer's Liability Insurance, as necessary, as required by Maine law.

d. All such insurance policies shall name the OWNER and its officers, agents and employees as additional insureds, except that for purposes of Workers' Compensation Insurance, the CONTRACTOR and its subcontractors instead may provide a written waiver of subrogation rights against the OWNER. The CONTRACTOR, prior to commencement of work under this Agreement, and any of its subcontractors, prior to commencement of work under any subcontract, shall deliver to the OWNER certificates satisfactory to the OWNER evidencing such insurance coverages, which certificates shall state that the CONTRACTOR and its subcontractors must provide written notice to the OWNER at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the OWNER prior to the effective date of cancellation, termination, material modification

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or expiration of any such insurance policy. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by the OWNER, nor shall the CONTRACTOR allow any of its subcontractors to commence work on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the OWNER. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement between the parties or the CONTRACTOR'S commencement of services there under.

3. Indemnification

The CONTRACTOR agrees to defend, indemnify, and hold harmless the OWNER, its officers, agents, and employees against any and all liabilities, causes of action, judgments, claims or demands, including attorney's fees and costs, for personal injury (including death) or property damage arising out of or caused by the performance of work under this Agreement by CONTRACTOR, its subcontractors, agents or employees

4. Requirements

The requirements contained herein must be adhered to without exception. The requirements imposed by Town of Belgrade participation are:

The Town of Belgrade shall have the right to terminate this agreement with the Firm after giving them seven (7) days written notice of termination in the event of any default by the Firm.

It shall be considered a default by the Firm whenever they shall:

Declare bankruptcy, become insolvent, or assign their assets for the benefit of their creditors;

Disregard or violate provisions of the contract documents or fail or prosecute the work according to the agreed schedule of completion.

5. Safety and Health Regulations

The Firm shall at all times, comply with O.S.H.A. regulations and enforce the subconsultants to abide accordingly. Any violation either by Firm or their subcontractors shall be the sole responsibility of the firm.

6. Method of Payment

The town will make lump sum payment to the Firm upon the Firm's submittal for such payments for completion, acceptance, and delivery of the equipment to the Town Office 990 Augusta Road, Belgrade, Maine. The Town of Belgrade will process said invoice upon written acknowledgment from the Belgrade Fire- Rescue that said amount requested has been satisfactorily completed. Payment will thereby be made at the town's next scheduled payment cycle.

