

County of Aroostook

COMMISSIONERS' OFFICE

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REQUEST FOR BIDS

AROOSTOOK COUNTY GOVERNMENT

The Aroostook County Commissioners are soliciting bids from qualified contractors to perform mowing and related maintenance work for a three (3) year period at the Cary Cemetery and Memorial facilities located in Cary Township.

For information and bid packages, please contact:

Paul Bernier
Community Services Director
County Commissioners' Office
144 Sweden Street, Suite 1
Caribou, ME 04736

(207) 493-3318

Bids should be sealed and marked "CARY CEMETERY & MEMORIAL MAINTENANCE – DO NOT OPEN" and must be received at the County Commissioners Office no later than 12:30 p.m., on Friday, May 13, 2022, at which time they will be opened, read aloud and recorded.

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

REQUEST FOR BIDS

CARY TOWNSHIP CEMETERY & MEMORIAL MAINTENANCE PROGRAM

TO: AROOSTOOK COUNTY COMMISSIONERS
144 SWEDEN STREET, SUITE 1
CARIBOU, ME 04736

Having carefully examined the Form of Contract, General Conditions, and Specifications for the Maintenance Work at the Cary Cemetery and Veterans Memorial in Cary Township, as well as a viewing of the site of the proposed project, we, the undersigned, propose to furnish all Labor, Equipment and Materials to complete the project as outlined in the Specifications for:

	2022	2023	2024
Cost per week to complete the specified work	\$_____	\$_____	\$_____
Cost to rake/clean the property (Spring Cleaning)	\$_____	\$_____	\$_____
Extended cost per year for ≈18 weeks (TOTAL)	\$_____	\$_____	\$_____

Total cost for the three (3) year contract period \$_____

The Contract will be awarded to the lowest acceptable bidder within two (2) working days +/- after receipt of the required insurance certificates at the Office of the Aroostook County Commissioners.

SIGNED: _____

TITLE: _____

FIRM NAME: _____

ADDRESS: _____

PHONE: _____

AROOSTOOK COUNTY GOVERNMENT

CARY CEMETERY & VERTERANS MEMORIAL MAINTENANCE PROGRAM

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SECTION 1: Scope of Work

The maintenance contract shall include the following:

1. Weekly mowing of the grassed areas of the property.
2. The Contractor shall use a string trimmer or other device as needed around obstacles such as; trees, grave markers, headstones, etc.
3. The height of the grass shall not exceed 3 inches.
4. Weekly mowing of the site shall commence on or about May 20th and end on or about September 10th, for the contract period. This is approximately a 18 week period per year for the term of the contract.
5. Prior to the initial mowing date on or about May 20^h, the Contractor shall rake or use the proper equipment to remove winter road sand, salt, debris and other items which may have accumulated over the winter season. This work item shall be listed as a separate bid item on the identified space of the bid sheet.
6. The Contractor shall not be responsible for the application of lime and/or fertilizer under this contract.

SECTION 2: General Conditions

Article 1. Definitions

Bidder: Any Individual, Partnership, or Corporation submitting a proposal for the performance of the work under the terms of the contract, and acting directly, or through a duly authorized representative.

Condition, Care and Safety: The Contractor will be responsible for the safety of employees, as well as the traveling public; to ensure that proper signage and/or traffic control is maintained at the work place. The Contractor shall be responsible for implementation and compliance with all applicable OSHA requirements and regulations.

Contractor: The Individual, Partnership, or Corporation undertaking the execution of the work under the terms of the Contract with the Owner, and acting directly, or through a duly authorized representative.

Correction of Work: The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom. The Owner shall give notice of observed defects with reasonable promptness. All questions arising as a result of findings shall be decided by the Aroostook County Commissioners, or their representative.

DEP: The Maine Department of Environmental Protection.

Inspection of Work: The Aroostook County Commissioners, or their representative, may visit the site during or after the site has been mowed.

Labor: The Aroostook County Commissioners, or their representative will complete the layout of any work.

LURC: Maine Land Use Regulatory Commission.

OSHA: Occupational Safety and Health Administration.

Owner: Aroostook County Commissioners, 144 Sweden St., Suite 1, Caribou, ME 04736.

Payments: Will be in accordance with the Warrant Schedule developed by the Aroostook County Commissioners; generally every second Wednesday. There will be three (3) monthly payments made for the annual contract price (July, August & September).

Resident Inspector: The authorized representative of the Aroostook County Commissioners.

Subcontractor: The Individual, Partnership, or Corporation undertaking the execution of a part of the work under terms of the contract by virtue of an agreement between himself or herself and the Contractor. Meaning any individual with equipment hired to perform the required tasks.

Submittals: Submittals shall consist of three (3) copies of Certificates of Manufacture and Material Safety Data Sheets (MSDS) for all herbicides used in the project.

Work In Place: Is expected to be of high quality.

Article 2. Intent and Correlation of the Contract Documents

It is the intent of the contract documents to describe a complete project. The Contractor shall

furnish all Labor, Materials, Tools, Transportation, Insurance, and Incidentals which are reasonably required. The plans including all revisions, Instruction to Bidders, the General Conditions of the Contract, Executed Contract, General Construction Specifications, and completed Bid Proposal comprise the contract documents.

Any error, omission, or inconsistency in the contract documents, which would require additional costs over and above that shown in the bid documents, should be brought to the attention of the Owner prior to the bids being due. Should errors, omissions, inconsistencies or differing site conditions be discovered after contract award, the Owner shall be promptly notified and affected work suspended until a resolution is found. In the event that there is a conflict between requirements of the plans and specifications, the more stringent requirements will be followed. Neither the County Commissioners, nor their agents take responsibility for quantities required to complete the project.

Article 3. Permits, Laws, and Regulations

It is the responsibility of the Contractor to comply with all laws, regulations, and permit conditions, including safety regulations. If the Contractor discovers that the contract documents conflict with any laws, regulations, or permit conditions, he shall promptly notify the Owner. In addition, if the Contractor's proposed methods require, it shall be his responsibility to obtain any variances or permit modifications required.

Article 4. Liquidated Damages

If the contractor is in violation of any of the terms of this contract, or if the County or its representative is of the opinion that work described in this contract is being performed unsatisfactorily, the County shall notify the Contractor by certified mail setting forth the basis for the County's complaint. Upon receipt of such notice, the Contractor shall have ten (10) days to comply with the terms and conditions of this contract or rectify the unsatisfactory work. If at the expiration of the ten (10) day period, the County's representative is dissatisfied with the Contractor's performance, or the Contractor is not in compliance with the terms of this contract, the County will, by certified mail, notify the Contractor to discontinue all work to be performed under this contract. The County 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.

Article 5. Changes in the Work

The Owner may request changes, increases, or decreases of the work without invalidating the original agreement. Any changes involving a change in the contract price or time must be authorized by a Change Order executed by the Contractor and the Owner.

If the Contractor, in performing the work, discovers conditions that could not have reasonably been anticipated from inspection of the site and examination of the contract documents, he shall notify the Owner promptly, and a Change Order shall be negotiated before proceeding further. The Owner shall not be held liable for any delay caused by the Change Order.

Article 6. Conditions, Care and Safety

The Contractor will be responsible for the safety of employees, as well as the public using the site, to ensure that every effort has been made to minimize potential threat of injury to individuals at the site.

Article 7. 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.

Article 8. Contractors Insurance

The Contractor shall not commence work under this contract until all required insurance has been obtained. The Contractor agrees to maintain liability insurance to protect it from personal injury, death or property damage claims which may arise from work under this contract. The Contractor shall have and maintain Workers' Compensation Insurance for his employees, General Liability Insurance, and Vehicle Liability Insurance during the life of the contract in the following amounts or as required by law:

General Liability Insurance:	Bodily Injury	\$1,000,000.00
	Property Damage	\$1,000,000.00
Vehicle Liability Insurance:	Single Occurrence	\$1,000,000.00
➤ Workers' Compensation:	Each Accident	\$ 500,000.00 (or)
➤ Workers' Compensation State of Maine Approval Predetermination Status		

The Contractor shall furnish the Aroostook County Commissioners with the required Certificates of Insurance, with a minimum of that amount stated above. **SAID CERTIFICATES OF INSURANCE, IN ADDITION TO THE AMOUNT OF COVERAGE, SHALL CARRY A STATEMENT WORDED AS FOLLOWS:** In the event of Cancellation or Expiration of any of the foregoing policies, ten (10) days written notice by the Insurance Company shall be mailed to the Aroostook County Commissioners. Annual renewals of the insurance policies during the life of the contract shall be furnished to the Owner.

The Insurance Requirements for the Contractor shall also apply to any and all Subcontractors hired by the Contractor.

The Contractor further agrees to indemnify, assume the defense of, and save harmless the County, its agents and employees from liability, actions claims or damage for wrongful death, personal injury or property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of the duties, and the work performed under this contract.

Article 9. Labor and Wages

The Contractor shall conform to the Labor Laws of the State of Maine, and all other laws, ordinances and legal requirements affecting the work in Maine.

By entering into this contract, the Contractor acknowledges and agrees that he shall serve hereunder in the capacity of an independent contractor, including but not limited to such as described in the Maine Workers' Compensation Act, 39-A M.R.S.A., 102(13), and shall not be deemed an employee or representative of the County. The Contractor understands and agrees that he is an independent Contractor for whom no Federal or State Income Tax will be deducted by the County, and for whom no retirement benefits, Medicare, survivor benefit insurance, group life insurance, vacation and sick leave, workers' compensation, unemployment and similar benefits available to County employees will accrue.

Article 10 Disputes

All questions arising as a result of findings shall be decided by the Aroostook County Commissioners, or their representative.

Disputes between the Owner and Contractor that cannot be otherwise resolved shall be settled by litigation.