

County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

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COUNTY COMMISSIONERS

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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 Connor Recreation Park located on the Van Buren Road in Connor.

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 "CONNOR RECREATION FACILITY MAINTENANCE – DO NOT OPEN" and must be received at the County Commissioners Office no later than 12:30 p.m., on Friday, March 27, 2020, 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.

AROOSTOOK COUNTY GOVERNMENT

CONNOR RECREATION FACILITY MAINTENANCE PROJECT

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SECTION 1 Instruction to Bidders

The Aroostook County Commissioners are requesting bids for mowing and related maintenance work at the Connor Park Recreation Facility, adjacent to the Connor School on the Van Buren Road in the Unorganized Township of Connor in Aroostook County

1. All bids must be submitted on the attached bid proposal form prior to the bid acceptance date indicated. It is the responsibility of the prospective bidder to inspect the contract general conditions, and technical specifications to ensure that they fully understand the construction and equipment requirements. Any questions regarding the work requested should be directed to the Aroostook County Community Services Director at least twenty-four (24) hours prior to the bid due date and time.
2. The contract award shall be based on the weekly cost for the work, but not necessarily the lowest bid price. The County Commissioners will be the sole judge of the acceptability of the bids, and may reject any and all bids, if it is judged to be in the best interest of the County of Aroostook. Interested contractors may be required to produce evidence of their ability to adequately perform the work before the bids are accepted.
3. Any errors or omissions detected by the prospective bidders should be brought to the attention of the Aroostook County Community Services Director at least twenty-four (24) hours prior to the bid due date and time.

SECTION 2 Scope of Work

The maintenance contract shall include the following:

1. Weekly mowing of the grassed areas between the Van Buren Road and the tennis courts located on the property.
2. The Contractor, using a string trimmer or other device, shall also mow an area ten (10) feet wide around the tennis and basketball courts, as well as the drainage ditch along the northwest portion of the property. This work shall be completed once per month, and shall be inclusive to the mowing of the facility, with no separate payment made for this work.

The height of the grass shall be maintained at between 2.5 – 3 inches on a weekly basis.

Mowing of the site shall start on or about May 15th, and end on or about September 15th, for the contract period. This is approximately a 19-week period per year for the term of the contract.

Once per year, prior to the commencement of mowing on or about May 15th, the Contractor shall rake, by a variety of means, the roadside ditch between the pavement (Van Buren Road), and approximately twenty (20) feet of the grassed area, beyond to the property corner to remove accumulated sand and salt from that area. This work shall be identified as a separate item of the bid proposal document.

The Contractor shall not be responsible for the application of lime and/or fertilizer under this contract.

SECTION 3 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 & 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 will be responsible for completing the layout of any work.

LURC: Maine Land Use Regulatory Commission.

MSDS: The Aroostook County Commissioners shall provide to the Contractor two (2) copies of Material Safety Data Sheets (MSDS) for all materials purchased for use by the Contractor. The Contractor shall provide to the Aroostook County Commissioners one (1) copy of the MSDS for all

materials purchased by the Contractor for use in work on property owned by the Aroostook County Commissioners.

OSHA: Occupational Safety and Health Administration.

Owner: The Aroostook County Commissioners.

Payments: Will be in accordance with the Warrant Schedule developed by the Aroostook County Commissioners; generally, every second Wednesday. Invoices for payment must be received by noon of the Monday preceding the warrant date.

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 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, Instructions 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, then 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, the contractor shall promptly notify the Owner. In addition, if the Contractor's proposed methods require, it shall be the contractor's 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 reasonably have 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 need to negotiate said change order.

ARTICLE 6. Conditions, Care & 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 insurance required 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 operations under this contract. The Contractor shall have and maintain Workers' Compensation Insurance for his employees as required by State Law, General Liability Insurance, and Vehicle Liability Insurance during the life of the Contract in the following amounts:

General Liability Insurance:	Bodily Injury	\$1,000,000
	Property Damage	\$1,000,000
Vehicle Liability Insurance:	Single Occurrence	\$1,000,000

- **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 as an independent Contractor, no Federal or State Income Tax will be deducted by the County, and 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

Any and all questions arising as a result of findings shall be decided by the Aroostook County Commissioners, or their Authorized Representative(s).

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

SECTION 4 Bid Proposal

BID PROPOSAL FORM

CONNOR RECREATION FACILITY MAINTENANCE PROJECT

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

Having carefully examined the Contract Documents, General Conditions, and Specifications for the Maintenance Work at the Connor Park Recreation Facility in Connor TWP., 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:

	2020	2021	2022
(A) One-time cost for cleaning roadside ditch:	\$ _____	\$ _____	\$ _____

(B) Cost per week to complete specified work:	\$ _____	\$ _____	\$ _____
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(C) Total cost for year (B x 19 weeks):	\$ _____	\$ _____	\$ _____
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(D) Total extended cost per year (A + C):	\$ _____	\$ _____	\$ _____
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Total cost for three (3) year contract period:
(Cumulative total of Line D) \$ _____

The Contract will be awarded to the lowest, **qualified** bidder within two (2) working days after receipt of the required Certificate of Insurance at the Aroostook County Commissioners Office.

SIGNED: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE: _____

The Aroostook County Commissioners have reviewed the bid submitted, and have instructed their Representative to award the contract to the above named

SIGNED: _____

PRINTED NAME: _____

DATE: _____