

County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER

COMMUNITY SERVICES DIRECTOR

PAUL G. BERNIER



COUNTY COMMISSIONERS

PAUL J. ADAMS
HOULTON

NORMAN L. FOURNIER
WALLAGRASS

PAUL J. UNDERWOOD
PRESQUE ISLE

REQUEST FOR BIDS

AROOSTOOK COUNTY GOVERNMENT

The Aroostook County Commissioners are soliciting bids for the removal of snow and sand/salting for the following roadways in Aroostook County:

SILVER RIDGE -	S.A. 2	Pond Road	2.77 miles
BENEDICTA -	T.W. #1433	Aroostook Road	2.25 miles
TIR5 -	T.W. #1433	Aroostook Road	7.04 miles
TAR5 -	T.W. #1433	Aroostook Road	4.37 miles

TOTAL MILES 16.43

Please submit bids to:

RYAN D. PELLETIER
COUNTY ADMINISTRATOR
COUNTY COMMISSIONERS' OFFICE
144 SWEDEN STREET, SUITE 1
CARIBOU, ME 04736
(207) 493-3318

Snow Removal Bids MUST be sealed and marked "SNOW REMOVAL BIDS – DO NOT OPEN", and must be received at the office of the County Commissioners no later than 12:30 P.M., on Thursday, July 21, 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.

AROOSTOOK COUNTY GOVERNMENT
UNORGANIZED TERRITORY ROAD MAINTENANCE PROGRAM
SNOW REMOVAL / SALT-SANDING

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**SECTION 1
INSTRUCTIONS TO BIDDERS**

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 bidders to inspect the roads named and examine the technical specifications, and contract general conditions to ensure that he fully understands the contract requirements. Any questions regarding the work should be directed to the County Community Services Director at least twenty-four (24) hours before the bid due time.
2. The contract award shall be based on aggregate snow removal cost for each area. It is not necessary that a contractor submit a price for each area, only in that area that he can reasonably provide service. Contracts shall be signed with each bidder whose aggregate snow removal price is lowest. 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 interests of the County of Aroostook. The Contractor may be required to produce evidence of his ability to adequately perform the work before bids are accepted.
3. The bid prices must include all required equipment and materials as indicated in the bid documents, or other work not directly shown but which can be reasonably inferred by an examination of the site and contract documents to maintain the roads in a manner consistent with the contract requirements. Qualified bids will not be accepted. Any errors or omissions detected by prospective bidders should be brought to the attention of the County Community Services Director at least twenty-four (24) hours before the bid due date.

**SECTION 2
BID PROPOSAL FORM**

Aroostook County Commissioners
144 Sweden Street, Suite 1
Caribou, ME 04736

Having carefully examined the Form of Contract, General Conditions, Plans and Specifications, as well as the premises and conditions affecting the Work, we, the undersigned, propose to furnish all Labor, Equipment, and Materials necessary for and reasonably incidental to the removal of snow, sanding and salting required for the completion of this Proposal.

	<u>Township</u>	<u>Local Way #</u>	<u>Road Name</u>	<u>Mileage</u>
1.	Silver Ridge	S.A.-2	Pond Road	2.77
2.	Benedicta	T.W. #1433	Aroostook Road	2.25
3.	T1R5	T.W. #1433	Aroostook Road	7.04
4.	TAR5	T.W. #1433	Aroostook Road	4.37
TOTAL MILEAGE				<u>16.43</u>

	2022-2023	2023-2024	2024-2025
1.	\$ _____	\$ <u>N/A</u>	\$ <u>N/A</u>
2.	\$ _____	\$ <u>N/A</u>	\$ <u>N/A</u>
3.	\$ _____	\$ <u>N/A</u>	\$ <u>N/A</u>
4.	\$ _____	\$ <u>N/A</u>	\$ <u>N/A</u>

Aggregate Price for 2022 – 2023 \$ _____

The undersigned agrees, if this Proposal is accepted, to submit a valid Certificate of Insurance and a Commercial Drivers License compliance plan, as required, 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. The Contractor will furnish a Contract Bond, satisfactory to the County in the sum of sixty-five (65) percent of the contract price within thirty (30) days of the signing of the Contract and by November 1st of each year thereafter.

Signed: _____

By: _____

Firm Name: _____

Address: _____

Phone Number: _____

CONTRACT AGREEMENT

This Agreement made on _____, 2022, by and between the County of Aroostook, hereinafter called the Owner, and _____, hereinafter called the Contractor.

WITNESS,

That the and Contractor for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all of the Materials and perform all the Work shown on the Plans and described in the Specifications, and shall do everything required by this Agreement, the General Conditions and the Specifications and Drawings.

1. The Contractor agrees to remove snow accumulating from snowfall or drifting, and centerline ice on the roads listed below.
2. The Contractor agrees to furnish adequate equipment and manpower necessary to perform the work specified to the satisfaction of the County.
3. The Contractor shall perform the duties required in this contract from July 01, 2022 to June 30, 2025. The Contractor will not subcontract any portion of this work without the approval of the Aroostook County Community Services Director.
4. The Contractor will commence plowing and sanding operations when snow on the road surface has reached a depth of two (2) inches, either from actual snowfall or drifting caused by the wind, and continue same until the roads are cleared of snow to the outside of the road shoulders.
5. The Contractor agrees to provide sufficient sand and salt for operations required by this contract. The County estimates that a minimum of 100 cubic yards of sand will be necessary for each centerline mile of road.
6. The Contractor agrees to prewet the salt and sand mixture with a 32% liquid calcium (or approved equivalent) solution over paved areas of the road when the air temperature falls below 10 degrees Fahrenheit. The liquid calcium should be applied at a rate of 5 to 6 gallons per cubic yard of salt and sand.

ARTICLE 2. CONTRACT BONDS

The Contractor shall furnish the Owner a Contract Bond, satisfactory to the County in the sum of sixty-five (65) percent of the contract price amounting to _____ within thirty (30) days of the signing of the contract, and by November 01 of each subsequent year of the contract.

ARTICLE 3. PAYMENTS

In consideration of the faithful performance of this work as set forth above, the County agrees to pay the Contractor the sum according to the following schedule.

Benedicta, Silver Ridge, T1R5, TAR5

	<u>Township</u>	<u>Local Way #</u>	<u>Road Name</u>	<u>Mileage</u>
1.	Silver Ridge	S.A.-2	Pond Road	2.77
2.	Benedicta	T.W. #1433	Aroostook Road	2.25
3.	T1R5	T.W. #1433	Aroostook Road	7.04
4.	TAR5	T.W. #1433	Aroostook Road	4.37
TOTAL MILEAGE				<u>16.43</u>

	2022-2023	2023-2024	2024-2025
1. per mile	\$ _____	\$ <u>N/A</u>	\$ <u>N/A</u>
2. per mile	\$ _____	\$ <u>N/A</u>	\$ <u>N/A</u>
3. per mile	\$ _____	\$ <u>N/A</u>	\$ <u>N/A</u>
4. per mile	\$ _____	\$ <u>N/A</u>	\$ <u>N/A</u>
Total	\$ _____	\$ _____	\$ _____

Aggregate Price for 2022-2023 \$ _____

Year	Per Mile Cost (Center Line)	Mileage	Total Cost
2022 – 2023	\$ _____	16.43	\$ _____
2023 – 2024	N/A	16.43	N/A
2024 – 2025	N/A	16.43	N/A

A payment schedule of six (6) separate monthly installments shall be paid annually, beginning in **November** and ending in **April**. Payments shall be made in November, December, January, February, March, and April as part of the regular Unorganized Territory warrant schedule, typically on the second Wednesday of each month. Copies of the warrant schedule can be made available if requested.

This agreement shall be in effect for the three (3) year period **July 1, 2022 to June 30, 2025**, however, the County is requesting a **one (1) year bid only** for the period of July 01, 2022 to June 30, 2023. Annual negotiations between the County and Contractor will be required for the 2nd and 3rd years of the agreement. This process will be contingent upon approval by the County Commissioners. At any time

during the term of the contract, either the County or the Contractor, by vote of their respective officials, can terminate this contract upon ninety (90) days written notice to the other party.

ARTICLE 4. INSURANCE DOCUMENTS

The Contractor shall have and maintain Compensation Insurance, General Liability Insurance, and Vehicle Liability Insurance during the life of the Contract in the following amounts:

Compensation Insurance:		As required by law
General Liability:	Bodily Injury	\$1,000,000.00
	Property Damage	\$1,000,000.00
Vehicle Liability:	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.

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

All self-employed Contractors shall be required to obtain Worker's Compensation Insurance coverage and submit a Certificate of Insurance prior to performing any work.

The Contractor agrees to maintain liability insurance to protect it from personal injury, death or property damage claims which may arise from snow removal and sanding operations under this contract. 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 duties, and the work performed under this contract.

ARTICLE 5. THE CONTRACT DOCUMENTS

The General Conditions of the Contract, Instruction to Bidders, the Proposal, the Specifications and Drawings, together with this Agreement, form the Contract, and they are as fully a part of the enumeration of the Specifications and Drawings.

The Owner and the Contractor hereby agree to the full performance of the covenants herein. IN WITNESS WHEREOF, the parties to these present have executed this contract each of which will be deemed an original on the _____ day of _____, 2022.

WITNESS

OFFICIALS OF THE CONTRACTOR

WITNESS

Ryan D. Pelletier, County Administrator

Filed with Fiscal Administrator _____, 2022

SECTION 3 GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1. Definitions

Wherever the following terms are used in the Contract Documents, the intent and meaning shall be as follows:

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.

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

DEP: The Maine Department of Environmental Protection.

MSDS: Material Safety Data Sheets. The Contractor shall be responsible for providing two (2) copies of a Material Safety Data Sheet for all materials purchased by the Contractor for use in the project. The County of Aroostook shall provide a copy of an MSDS for all materials purchased by the County of Aroostook for use in the project.

OSHA: Occupational Safety and Health Administration.

Owner: The County of Aroostook Commissioners' Office.

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 them and the Contractor. Meaning and Individual with equipment hired to perform the required tasks.

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 that are reasonably required to maintain the listed roads during the winter months. The plans including all revisions, Instruction to Bidders, the General Conditions of the Contract, Executed Contract, and completed Bid Proposal comprise the Contract Documents.

Should the Contractor discover any error, omission, or inconsistency in the Contract Documents that would require additional costs above that shown in the bid, he shall notify the Owner at least twenty-four (24) hours before the bids are 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 sole responsibility of the Contractor to comply with all State and Federal laws including but not limited to workers compensation law, minimum wage law, employment security law, and drug/alcohol testing laws and regulations (including 49CFR Part 382), 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, it shall be his responsibility to obtain any variances or permit modification required. The Contractor shall be required to provide proof that the sand/salt storage facility or location to be used to service this contract has been registered with the Maine Department of Environmental Protection prior to December 01, 2002, and that it is in compliance with regulations set forth for such facilities.

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 that exceed the rate provided in this contract. Such charges shall be deemed liquidated damages.

ARTICLE 5. Changes in 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 which 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.

The Contractor may not, without written permission from the Owner, subcontract out any or all portions of the work involved in the snow removal and/or sanding operations.

ARTICLE 6. 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 of all applicable OSHA requirements and regulations.

ARTICLE 7. Contract Termination

Should the Contractor fail to complete the work within the timeframe 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 snow removal and sanding operations 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 as required by State Law.

Compensation Insurance:	As required by State Law	
General Liability Insurance:	Bodily Injury	\$1,000,000
	Property Damage	\$1,000,000
Vehicle Liability Insurance:	Single Occurrence	\$1,000,000
<ul style="list-style-type: none"> ➤ 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 AMONUT 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 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 benefits insurance, group life insurance, vacation and sick leave, workers' compensation, unemployment and similar benefits available to County employees will accrue. The Contractor at its expense shall provide additional personnel needed by the Contractor to fulfill its contractual duties.

ARTICLE 10. Material and Equipment

- A. The Contractor is responsible for the selection of a suitable site for the salt/sand stockpiles. By execution of this Contract, the Contractor warrants that the salt/sand stockpiles are in compliance with all local, County, State, and Federal environmental rules, regulations and statutes. The Contractor agrees to indemnify the County for any liability, claims, demands, causes or actions or damages incurred as a result of the use of or stockpiling of salt/sand.
- B. Maximum gradation of sand shall be ½ inch, and all sand will be screened to that size prior to use on the road.
- C. Contractor shall mix between 90 and 110 pounds of salt with each cubic yard of sand before the sand is stockpiled.
- D. Sanding trucks shall be equipped with either tailgate or hopper sanders, which are capable of regulating the amount of sand/salt spread per mile to ensure evenness of application.
- E. Contractor shall pay particular attention to the sanding of hills, curves, and intersections, and to apply extra sand/salt to such locations when necessary.
- F. Plow trucks shall be equipped with front plows and wing plows, and shall be of sufficient size and weight to perform the work required under this contract.

ARTICLE 11. Federal Mandates Affecting CDL Operators

The Contractor shall, after January 01, 1996, provide documentation certifying that he is in compliance with Federal Requirements regarding drug and alcohol testing for equipment operators requiring a Commercial Drivers License (CDL) including 49 CFR Part 382. Evidence of compliance may be in the form of a letter from a third party administrator that the Contractor is a member of a drug/alcohol testing consortium. Failure to provide this documentation shall be grounds for contract termination.

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

ARTICLE 12. 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.