

County of Aroostook

COMMISSIONERS' OFFICE

COUNTY ADMINISTRATOR

RYAN D. PELLETIER



COUNTY COMMISSIONERS

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HOULTON

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WALLAGRASS

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PRESQUE ISLE

REQUEST FOR BIDS SNOW REMOVAL COUNTY OF AROOSTOOK

The Aroostook County Commissioners are soliciting bids for Snow Removal at the following locations:

- Plowing, snow removal, haulage, sanding and salting at the Houlton Building Complex (Sheriff's Office Building, Jail Facility and the Superior Court Building.)
- Plowing, snow removal, haulage, shoveling, sanding and salting at the Caribou Courthouse and Emergency Management Agency.

Specifications and information can be obtained from Bryan Jandreau, Facilities & IT Director at 493-3318, bryan.jandreau@aroostook.me.us or by visiting the bids and proposals section of our website at <https://www.aroostook.me.us>

Please submit proposals (bids) to:

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

Snow removal bids must be sealed and marked "**Snow Removal** _____ (and which location **Houlton or Caribou**) – **Do Not Open**" and received at the office of the County Commissioners no later than 4:30 p.m. on Wednesday, June 13, 2018. Bid opening shall take place at 9:00 a.m. on Thursday, June 14, 2018 at the County Commissioners' Office, 144 Sweden Street, Suite 1, Caribou, Maine 04736.

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

COUNTY OF AROOSTOOK
CARIBOU COURTHOUSE & EMA BUILDING
SNOW REMOVAL

CONTENTS

SECTION 1	Instruction to Bidders
SECTION 2	Bid Proposal Form Contract Agreement
SECTION 3	General Conditions

SECTION 1

INSTRUCITONS 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 bidder to inspect the areas named with a physical on-site visitation and examine the contract general conditions to ensure that he/she fully understands the contract requirements. Any questions regarding the work and an on-site visit should be directed to Bryan Jandreau, Facilities & IT Director, (207) 493-3318 at least forty-eight (48) hours before the bid due time.
2. The contract award shall be based on snow removal cost and ability to do the work. The Aroostook 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 price 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 parking lots in a manner consistent with the contract requirements. Any errors or omissions detected by prospective bidders should be brought to the attention of the facilities & IT director at least forty-eight (48) hours before the bid due date.
4. The bids submitted shall be for a (3) three-year period, normally starting, but possibly before, as needed, on October 1st of each year, and concluding on May 1st of the following year, but possibly later, as needed.

SECTION 2
BID PROPOSAL FORM
CARIBOU COURTHOUSE & EMA BUILDING SNOW REMOVAL

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

Having carefully examined the instruction to bidders, form of contract, general conditions, 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, ice, haulage, plowing, shoveling sanding and salting required at the Caribou Courthouse, 144 Sweden Street and the EMA Building at 158 Sweden Street, Caribou, Maine for the completion of this Proposal.

	2018-2019	2019-2020	2020-2021
Snow Removal, Haulage, Plowing, Sanding, salting, etc. (LUMP SUM)	\$ _____	\$ _____	\$ _____

The Contractor shall list any and all equipment that he/she intends to use.

The undersigned agrees, if this proposal is accepted, to submit all valid certificates of insurance, a commercial driver's license compliance plan, needed permits and registrations, as required, 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: _____

By: _____

Firm Name: _____

Address: _____

Telephone Number/Cell phone _____

E-mail address: _____

CONTRACT AGREEMENT
CARIBOU COURTHOUSE & EMA BUILDING SNOW REMOVAL

This Agreement made this ____ day of _____, 20____, by and between the County of Aroostook, hereinafter called the Owner, and _____ Hereinafter called the Contractor.

WITNESS,
That the Owner and Contractor for the consideration hereinafter named agree as follow:

SECTION 3

GENERAL CONDITIONS

ARTICLE 1 Definition

Whenever 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.

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.

ARTICLE 2 Scope of Work

The Contractor shall furnish all of the materials and perform all of the work shown in the instruction to bidders, bid proposal form, general conditions and contract agreement, and shall do everything required by this agreement, and general conditions.

The scope of work shall include, but not limited to, the following:

1. Plowing of the parking lots when snowfall accumulations reach or exceeds three (3) inches on the ground.

2. Snow haulage of stock piled snow and ice off the property has to be completed on a regular periodic basis or more often as needed, so not to cause any parking lot congestion and/or lack of parking.
3. The Contractor agrees to furnish adequate equipment and manpower necessary to perform the work specified to the satisfaction of the Owner.
4. Plowing of the walkways leading from Sweden Street and from the west parking lot to the main entrance of the building are included within this agreement.
5. The EMA Building, 158 Sweden Street property, west side of parking lot; the lower basement entryway of the EMA Building and the entryway to the storage shed next to the EMA Building are included in this agreement.
6. The Contractor shall perform the duties required in this contract from October 1, 2018 to the end of the snow season spring 2021.
7. When there is a night time snowfall, snow removal must be completed before 7:00 a.m. on the following day.
8. Stock piling of snow is to be kept to a reasonable minimum. In general, stock piling of snow is for temporary purposes and shall be hauled away on a regular basis. Stock piling of snow and the winging of snow onto adjacent property owners is prohibited. The temporary stock piling of snow shall not interfere with parking needs.
9. Snow removal/shoveling of the four (4) entryways/porches/steps/walkways at the Caribou Courthouse are included in this agreement.
10. Parking lot areas, especially the lower parking lot exiting to Washburn Street, are to be kept widened so that the two (2) rows of parking spaces can be entered and exited without difficulty.

ARTICLE 3 Permits, Laws, and Regulations

It is the responsibility of the Contractor to comply with the 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/she shall promptly notify the Owner. In addition, if the Contractor's proposed methods require it, it shall be his/her 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 Owner or its representative is of the opinion that work described in this contract is being performed unsatisfactorily, the Owner shall notify the Contractor by certified mail 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, by certified mail, notify the Contractor 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.

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.

ARTICLE 6 Conditions, Care and Safety

The Contractor will be responsible for the safety of employees, as well as the general public using the parking lots. The Contractor shall be responsible for implementation of all applicable Occupational Safety and Health Administration (OSHA) requirements and regulations for snow plowing, removal, shoveling, haulage, sanding, and salting of parking lots.

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 requirements have 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, haulage, shoveling, sanding and salting operations under this contract. The Contractor shall have and maintain Workers' Compensation Insurance for his/her employees as required by Maine State Law, 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	\$500,000.00
	Property Damage	\$500,000.00
Vehicle Liability	Single Occurrence	\$500,000.00

The Contractor shall furnish the Aroostook County Commissioners with the required certificates of insurance, with the minimum amount stated above. SAID CERTIFICATES OF INSURANCE, IN ADDITION TO THE AMOUNT OF COVERAGE, SHALL CARRY A STATEMENT WORDED AS FOLLOWS: Ten (10) days written notice by the insurance company shall be mailed to the Aroostook County Commissioners, 144 Sweden Street, Suite #1, Caribou, Maine 04736, in the event of cancellation or expiration of any of the foregoing policies.

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 hold harmless the Owner, 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/she 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 Owner. The Contractor understands and agrees that he/she is an independent contractor for whom no federal or state income tax will be deducted by the Owner, 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 Owner employees will accrue.

ARTICLE 11 Disputes

All questions arising as a result of findings shall be decided by the Aroostook County Commissioners, or their representative. Disputes between the Contractor and the Owner which cannot be otherwise resolved, shall be settled by litigation.

ARTICLE 12 Payments

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

A payment schedule of five (5) separate monthly installments shall be paid annually, beginning on or about December 15th and ending on or about April 30th. Payments shall

be made in December, January, February, March, and April as part of the regular General Fund warrant schedule.

ARTICLE 13 The Contract Documents

The general conditions of the contract, instructions to bidders, and the bid proposal, together with the agreement, form the contract. The Owner and the Contractor hereby agree to the full performance of the covenants herein.

IN WITNESS WHEREOF, the parties to these presents have executed this contract each of

which will be deemed an original on the _____ day of _____ AD _____.

WITNESS

OFFICIAL OF CONTRACTOR

WITNESS

Bryan V. Jandreau
Facilities & IT Director

Caribou Courthouse and EMA Building Snow Removal
Contract signature page