



**SOMERSET COUNTY and THE FORKS PLT. ROAD MAINTENANCE
SNOW REMOVAL/SUMMER MAINTENANCE RFP
For the Township of Moxie Gore
Contract Term: July 1, 2018 through June 30, 2023**

The Somerset County Commissioners acting in their capacity as Municipal Officers for the above Township herein referred to as “County” and The Forks Plantation are seeking bids on a five year contract for the winter maintenance of 5.27 miles of the Lake Moxie Road located in Moxie Gore Township and The Forks Plantation.

Proposals (Bids) must be received at the Somerset County Commissioners Office by 2:30 PM on July 18, 2018.
Bids will be opened at the following Commissioners Meeting on July 18, 2018 at 3:30 PM.

1. The Contractor agrees to remove snow, properly sand and control ice that accumulates from sleet, freezing rain, snowfall or drifting on the following road.
 - A. The Lake Moxie Rd from Rte 201 to the Moxie Gore Twp. line.....1.00 Miles
 - B. The Lake Moxie Rd from The Moxie Gore town line to The Moxie Gore Town Line. 3.17 Miles
 - C. The Lake Moxie Rd from the eastern Moxie Gore Twp. Line to the Moxie Stream Outlet: 1.10 Miles

Total Winter Maintenance Miles: 5.27 Miles

- D. Boat Launch Parking Lot located at the Lake Moxie Road and Indian Pond Rd intersection.

2. Independent Contractor:

You and your agents and employees, during the performance of this contract, shall act in an independent capacity and not as officers, employees or agents of the County of Somerset. Any manpower needed to fulfill the obligations of this contract shall be employed by you and you shall be solely responsible for complying with the applicable state and federal laws including but not limited to workers compensation, employment security and minimum wage laws.

As an independent contractor, you are also responsible for maintaining your equipment in a safe, operable and legal condition.

3. Winter Maintenance Required:

A) You will commence plowing and sanding operations when snow on the pavement is at a depth of up to 2 inches, wet or dry. Operations will continue until the road is cleared and adequately sanded.

B) Somerset County and The Forks Plantation will furnish the sand and salt. The Contractor shall pay close attention to the sanding or salting of hills, curves and intersections, and apply extra sand/salt when necessary

4. Summer Maintenance:

The contractor shall perform general summer maintenance at the annual posted MDOT hourly rates at the discretion of the Road Consultant. *This only applies to the 3.17 mile stretch that is in Moxie Gore.*

5. Performance Bond: None requested

6. Insurance:

You agree to maintain general liability insurance in the amount of \$1,000,000/ \$100,000/ \$5,000 for personal injury, death and property damage claims which may arise from snow removal or sanding operations under this contract, naming Somerset County and The Forks Plt. as additionally insured. In addition, per state law, you will be required to provide evidence of insurance to satisfy the requirements of Maine Law for Liability Insurance. A copy of the Certificate of Liability Insurance will be kept on file with the signed contract and must be received by July 1, 2018. Upon expiration, a new certificate will be supplied to Somerset County and The Forks Plt.

7. Bills and Claims:

As an independent contractor, you are responsible for all bills for labor, equipment and fuel and other items which are incurred in the performance of the contract. Somerset County and The Forks Plt. will not pay such bills.

8. Breach of Contract:

Failure to perform according to the terms of this contract at the time and in the manner specified shall be a breach of contract. In event of a breach of contract, Somerset County and The Forks Plt. shall immediately give you a verbal notice. You will be then be required to perform the duties in a reasonable time. 'Reasonable Time' may vary depending on the nature of the breach and road and weather conditions. In event that you still do not (for whatever reason) perform your duties in the time stated, Somerset County and The Forks Plt. shall have the following options:

- A) **Terminate** this contract by written notice stating the reason. You will be paid for all work which is satisfactorily completed by that time but any remaining money due to you under the contract, may be used to obtain another contractor to maintain the road and County/ Plantation interests.
- B) **Substitution:** Somerset County and The Forks Plt. may hire a substitute contractor to plow and sand the road for any period of time we consider necessary. This substitute will be paid with money from your contract.

9. Indemnification:

You agree to hold Somerset County and The Forks Plt. harmless from any claim for death, injury, property damage or other loss which may result from your performance of road maintenance under this contract. In the event that such a claim is made against Somerset County and The Forks Plt., you will defend the County and Plantation, and you will pay any amount (indemnify) for which Somerset County or The Forks Plt. may be held liable in a legal action for such claims.

10. Supervision and Control:

As an independent contractor, you have the right and duty to supervise and control you own employees, agents and equipment. Somerset County's UT Coordinator or Road Consultant or an Accessor from The Forks Plt. may notify you of any hazards on the road to request additional plowing or sanding and salting.

11. Notice and Contact:

The following persons shall be available and authorized to accept notices (written or verbal):

For the Contractor:

Road Consultant for Somerset County: Phil Curtis Home: 696-3052 cell: 431-6448

UT Coordinator for Somerset County: David Spencer Work: 858-1813 cell: 399-6341

The Forks Plt. 1st Assessor: Sandra Thompson: Home: 663-4453 cell: 615-2205

For Somerset County: Contractor Home _____ cell _____

12. Amendment, Severability, Jurisdiction:

This contract can be amended only by written consent of Summerset County, The Forks Plt. and the Contractor. If any part of this contract is declared by a Court to be void or unenforceable, the rest of the contract continues to be valid and effective. This contract is governed by the State of Maine.

13. Diesel Fuel Adjustment Clause:

The snow removal contract for years 2-5 shall be based on average diesel fuel cost of the **November 2018 – April 2019** time period. The fuel cost shall be assumed to be 10% of the Contract Price. Thus increase in fuel costs shall be based upon the per mile pro-rated amount. This cost shall be verified and paid at the end of each season.

14. Payment Schedule:

Winter Maintenance Payments are made in six equal monthly payments from November to April. Summer maintenance payments are made on a bi-weekly schedule based on submitted invoices.

IN WITNESS WHEREOF, the parties hereby have set their hands and seals this _____ day of _____, 2018.

SOMERSET COUNTY COMMISSIONERS: THE FORKS PLANTATION ASSESSORS

Robert Sezak – District 1

Sandra Thompson – 1st Assessor

Cyp Johnson – District 2

Judith Hutchinson – 2nd Assessor

Dean Cray – District 3

Thomas Sylvester II – 3rd Assessor

Newell Graf – District 4

Lloyd Trafton – District 5

Witness

Lake Moxie Road Winter Snow Removal Bid Sheet

Company Name: _____

Address: _____ Phone #: _____

Town/ State/ Zip Code: _____ Contact: _____

Email: _____

2018 – 2019 5.27 Miles x \$ _____ equals: \$ _____

2019 – 2020 5.27 Miles x \$ _____ equals: \$ _____

2020 – 2021 5.27 Miles x \$ _____ equals: \$ _____

2021 – 2022 5.27 Miles x \$ _____ equals: \$ _____

2022 – 2023 5.27 Miles x \$ _____ equals: \$ _____

Total Road Snow Removal Amount: \$ _____

2018 – 2019 Boat Launch Parking Lot: \$ _____

2019 – 2020 Boat Launch Parking Lot: \$ _____

2020 – 2021 Boat Launch Parking Lot: \$ _____

2021 – 2022 Boat Launch Parking Lot: \$ _____

2022 – 2023 Boat Launch Parking Lot: \$ _____

Total Boat Launch Parking Lot Plowing Amount: \$ _____