

ROADSIDE MOWING BIDS  
TOWN OF UNION

The Town of Union is accepting bids for roadside mowing for a period of two years, commencing in late summer 2014. Complete bid documents may be obtained at [www.union.maine.gov](http://www.union.maine.gov) or visiting the Town Office during regular business hours. All bids are due July 01, 2014 at 12:00 Noon.

## ROADSIDE MOWING BIDS

**JOB:** Roadside Mowing

**Equipment:** A type of vehicle with and offset to one side, at least a 6" sickle bar mowing attachment or a bush hog mowing attachment.

**Location:** The Town of Union, all maintained roads **APPROXIMATELY 46 MILES**

### **CONDITIONS AND INFORMATION:**

1. Grass shall be mowed so that the height of the remaining grass is 6" or less.
2. The firm awarded the bid shall supply the proper signage to meet all current State and Federal Laws regarding road signs. The mower shall have a flashing light and sign attached to the back of the mower that reads "Mowing Ahead" or "Machinery Ahead".
3. The price bid shall be for four (4) mowing, the first mowing shall be completed between Mid August and September 15, 2014 the second mowing shall be completed by July 15, 2015 the same dates shall apply in the fall of 2015 and spring of 2016
4. Mowing shall be as far beyond the edge of the road that is attainable, but not beyond the ROW limits. All intersections that meet with Rte 17, Rte 131, Rte 235 and the Common road shall be mowed a minimum of 25 feet on each side.
5. The successful bidder must provide a Certificate of Insurance for a minimum amount of \$1,000,000 within 5 days after the bid is awarded. This shall be a General Liability Policy naming the Town of Union as **ADDITIONAL INSURED and not simply a certificate holder. A homeowners or personal auto policy will not be accepted.**
6. The successful bidder will also be required to provide a "predetermination of independent contractor status" as required by Maine Law if they do not carry Workers Comp insurance.
7. Bids shall be submitted on supplied bid forms only and shall be completed fully, signed, sealed and clearly marked "Bid Mowing". Bids must be received by noon on July 01, 2014.
8. The firm that is awarded the bid shall assume all liabilities known and unknown from actions of you, your employees, representatives and others, and shall hold the Town of Union harmless from any actions.
9. The firm awarded the bid shall be responsible to apply all OSHA standards.
10. The Town specifically reserves the right to accept or reject any and all bids or proposals or any provision of any bid or proposal, negotiate any additional terms and conditions with a bidder, require modification of a bid or proposal or any provision thereof, and to take any other action regarding any bid or proposal that is deemed in the best interest of the Town. No contractual or other binding obligation shall be created by the submission, modification or revision of any bid or proposal.
11. The contact person for the Town of Union shall be the Road Commissioner
12. Bid openings shall occur on July 01, 2014 at 7:00 PM and shall be awarded no later than July 15, 2014

**ROADSIDE MOWING BID FORM**

**Name of Firm:** \_\_\_\_\_

**Contact Person** \_\_\_\_\_

**Phone #** \_\_\_\_\_

**This is a bid for a two year period (4 mowings) please state your price for each year and total. Lowest Bid shall be determined by the total price.**

**Fall 2014-Spring 2015=** \_\_\_\_\_

**Fall 2015 Spring 2016=** \_\_\_\_\_

**Total:** \_\_\_\_\_

**I hereby submit the above amount of \$\_\_\_\_\_ to mow the Town of Union roads (4 mowings) over a two year period.**

**Signed;** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## AGREEMENT

### **Parties**

This contract (hereinafter referred to as "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Inhabitants of the Town of Union with a Mailing address of P.O. Box 186, Union, Maine 04862 (hereinafter referred to as "Town"); and \_\_\_\_\_, with a mailing address of \_\_\_\_\_, **Union, ME 04862** (hereinafter referred to as "Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the following services for the Town.

### **Scope of Work**

In consideration of the compensation set forth herein, the Contractor shall perform the services as outlined in a request for proposal dated ----- and attached hereto as Exhibit A.

### **Commencement and Completion**

The Contractor will commence work on or before ----- and will complete work on or before \_\_\_\_\_.

### **Payment Terms**

The Contractor shall submit an invoice at the completion of each mowing reflecting services performed at the Contractor's bid amount. The Contractor understands that the payment for completion of the services outlined in the **Scope of Work** section shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and the Contractor agrees to perform the services on that basis.

### **Termination**

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without cause by giving the Contractor fourteen (14) days notice, and compensating the Contractor equitably to the termination date.

### **Dispute Resolution**

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (Knox County). This agreement shall be governed by Maine Law.

### **Qualifications**

The Contractor represents that it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The Contractor shall perform all services in accordance with professional standards.

**Subcontractors**

The Contractor shall be fully responsible to the Town for the for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific prior written approval of the Town.

**Insurance**

The Contractor shall purchase and maintain Worker’s Compensation Insurance (if required), General Public Liability and Property Damage Insurance including vehicle coverage and professional liability insurance, all with limits and terms satisfactory to the Town. The Town shall be named as an additional insured on the liability policy.

**Indemnification**

The Contractor will indemnify and hold harmless the Town, its officers, agents and employees from and against all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from the performance of the Agreement by the Contractor, its officials, employees, agents and subcontractors.

**Entire Agreement**

This Agreement and its attachments represent and contain the entire agreement between the parties. Prior discussions or verbal representations by the parties that are not contained in this Agreement and its attachments are not part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment, the provisions of this Agreement shall control.

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

INHABITANTS OF THE  
TOWN OF UNION, MAINE

By: \_\_\_\_\_  
Jarrett Feyler, Town Manager