

TOWN OF WILTON, MAINE
MOWING FOR TRANSFER STATION LANDFILL AND TOWN LOT

Bid Specifications for a
3-Year Contract Term: 2017, 2018, 2019

The contract shall be between the **Town of Wilton, Maine**, by and through the Town Manager and Board of Selectmen referred to as "Town", and **Proposed Contractor** which is an individual, partnership / corporation (and referred to as "Contractor"). When the contract refers to "Contractor" it includes the employees and agents. The subject of this contract is Mowing of the Town's Transfer Station Landfill and one town lot located on Rt. 2.

A. SERVICES: What, When, Where.

Contractor agrees to provide all the labor and oversight, materials, and equipment, necessary to perform the annual mowing (bush hogging) for the town's transfer station landfill and 1 lot located on Rt. 2. Each of the two areas are to be mowed once annually in late summer/early fall in the years of 2017, 2018 and 2019

Services shall be performed at the following locations:

WILTON TRANSFER STATION LANDFILL, MUNSON ROAD

B. INDEPENDENT CONTRACTOR.

Contractor and his/her agents and employees, during the performance of this contract shall act in an independent capacity and not as officers or employees of the Town of Wilton. Any and all workers needed to fulfill the obligations of this contract shall be employed by the Contractor and the Contractor shall be solely responsible for complying with applicable state and federal laws including, but not limited to, workman's compensation law, employment security law, and minimum wage law. As an independent contractor, Contractor is responsible for maintaining the Contractor's equipment in a safe, operable, and legal condition.

C. INSURANCE.

The Contractor agrees to purchase and maintain commercial general liability insurance in an amount of one million (\$1,000,000) dollars for personal injury, death or property damage claims, automobile liability, and worker's compensation liability which may arise from mowing operations under the contract. The Contractor further agrees to indemnify, assume the defense of and save harmless the Town of Wilton, its agents and employees from liability, actions, claims or damage for wrongful death, personal injuries 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 the contract.

D. INDEMNIFICATION.

The Contractor agrees to hold the Town of Wilton harmless from any claim of death, injury, property damage or other loss that may result from the Contractor's performance of mowing operations under the contract. In the event that such a claim is made against the Town of Wilton, the Contractor shall defend the Town of Wilton, and shall pay any amount (indemnify) for which the Town of Wilton may be held liable in a legal action for such claims.

E. SUPERVISION AND CONTROL.

The Contractor, as an independent contractor, has a right and duty to supervise and control their own employees, agents and equipment. The Town of Wilton Public Works Director or Town Manager or designee has a right to inspect mowing operations and notify you of any problems, errors or non-performance. The Town Manager may order that work be done in a satisfactory manner to be determined by him or her.

F. BILLS AND CLAIMS.

Contractor, as an independent contractor, is responsible for all costs and bills for labor, materials, equipment, fuel, and other items incurred in the performance of this contract. The Town of Wilton will not pay such bills.

G. BREACH OF CONTRACT.

If the Contractor is in violation of any terms of the contract, or if the Town of Wilton deems that the work described in the contract is being performed unsatisfactorily, the Town of Wilton shall immediately give oral notice to the Contractor. Upon receipt of such notice, the Contractor shall be given reasonable time ("Reasonable Time" may vary depending on the nature of the breach, and weather conditions) to comply with the terms and conditions of the contract or rectify the unsatisfactory work. In the event that the Contractor still does not (for whatever reason) perform duties of the contract to the satisfaction of the Wilton, or if the Contractor is not in compliance with the terms of the contract, the Town of Wilton shall have the following options:

1. Terminate the Contract: The Town of Wilton may terminate the contract by sending the Contractor a written notice, stating the reason for the termination. Contractor shall be paid for all work that is satisfactorily done by that time, but the remainder of the money due under the contract may be used to obtain another contractor to conduct mowing operations.
2. Substitution: The Town of Wilton may hire a substitute contractor to conduct specified mowing operations for any period of time considered necessary.
3. The Town of Wilton shall also seek any other legal remedies available to enforce the contract.

H. PAYMENT SCHEDULE.

The Town of Wilton will pay the contractor at the conclusion of the mowing services in each year.

I. ASSIGNMENT, AMENDMENT, SEVERABILITY, AND JURISDICTION.

The Contractor's rights and duties under the contract cannot be assigned or transferred by the Contractor to another person or entity without the express written consent of the Town of Wilton. This contract may be amended only by written consent of the Town Manager with approval of the Board of Selectmen. If any part of this contract is declared by a court to be void and unenforceable, the rest of the contract continues to be valid and effective. This contract is governed by the laws of the State of Maine.

BID PROPOSAL FORM
TOWN of WILTON
Mowing of Town Transfer Station Landfill
& one town lot
Contract Term: 2017, 2018, 2019
3-Year Contract

BIDDER NAME: _____
& ADDRESS _____

PHONE # _____

Submit bid proposal form in a sealed envelope. Mark outside of envelope "Landfill Mowing Bid". Bids opened on Friday, August 11, 2017 at 5:00 pm at the Wilton Town Office. A decision is anticipated at the Board of Selectpersons Meeting on Tuesday, August 15, 2017.

SEND TO: TOWN of WILTON
158 Weld Road
Wilton, ME 04294

DUE DATE: Friday, August 11, 2017
No later than 5:00 PM

The Town of Wilton reserves the right to accept or reject any and / or all bid proposals and to inspect the equipment of the bidder prior to bid acceptance.

In compliance with your Request for Bids and having carefully examined the specifications and having become acquainted and familiarized with the conditions of the specifications for the Mowing of the Transfer Station Landfill and one Town lot located on Rt. 2 for the Town of Wilton, I, the undersigned submit this bid proposal form provided by the Town of Wilton.

Cost per contract year for all work specified in the specifications, terms and conditions:

YEAR

2017 \$ _____

2018 \$ _____

2019 \$ _____

The undersigned agrees, if awarded the contract, to sign a contract and deliver the necessary Certificate of Insurance within 60 days of signing a contract.

Signed: _____

Date: _____

Title: _____