

Sidewalk Snow Removal & Deicing Services

Bid Instructions

All bids must be submitted on the Bid Form attached to the Request for Bids.

All bids must be submitted in a sealed envelope marked on the outside of the envelope "Sidewalk Snow Removal & Deicing Services Bid".

All bids must be submitted no later than 4:00 p.m. E.S.T., Wednesday, February 18, 2026, at which time bids will be opened and publicly read aloud at the Hermon Town Office, Conference Room.

All bids must be forwarded to: Town Manager, 333 Billings Road, Hermon, Maine 04401 delivering to the Hermon Town Office at 333 Billings Road. No bids will be received by fax or email.

Questions regarding the Request for Bids may be addressed to: Scott Perkins, Assistant Town Manager at 848-1015, or email mail to: SPerkins@Hermonmaine.gov

The Town reserves the right to accept or reject any or all bids or to waive any bid formality if it is determined by the Town Council to be in the best interest of the Town.

The Town Council reserves the right to negotiate with any bid provider if it is determined to be in the best interest of the Town.

The properly completed and signed Bid for **Sidewalk Snow Removal & Deicing Services** form provided with the Bid constitutes the Bidder's offer. After Council award and the Town of Hermon has received the insurance, and any other award items required, the Town of Hermon will sign and execute the Contract.

The point of Contract execution is when the Contractor and Town Manager, or his designee, has signed the agreement.

The Town of Hermon is an equal opportunity employer.

BID SHEET

Sidewalk Snow Removal & Deicing Services

BIDDER INFORMATION

Bidder: _____ Bidder Name _____

Bidder Street Address or P.O. Box _____

Bidder City, State, ZIP _____

Bidder Email address _____

Bidder Contact Person _____

Bidder Telephone Number _____

The Bidder is organized under the laws of the State of Maine: [check one] as the following type of business organization. () individual () corporation () limited liability company () joint venture () partnership () other: _____.

The Bidder hereby offers to remove the snow, control ice, and perform all other work indicated in the **Sidewalk Snow Removal & Deicing Services AGREEMENT** for the entire term of the Contract and in compliance with all the terms, conditions, and representations of the same on the "Scope of Work for Sidewalk Snow removal and Deicing." The Bidder offers to do this work, for the initial year of the contract, for the Base Lump Sum price of:

\$ _____ dollars, Lump sum price in numerals.

\$ _____, Lump sum price in words.

This price is the total price for "Sidewalk Snow Removal & Deicing", for the first season of the Contract. Each additional season will be at a rate equal to the Base Lump Sum price, plus an annual escalation factor of 2%, or CPI-U annually (whichever is higher).

The bidder acknowledges that he/she has received the following addendums:

The Bidder further offers and agrees that the equipment described will be available for this work, plus any additional equipment that may be necessary to perform this contract in an efficient and workmanlike manner.

Signature: _____ Date _____

Printed Name: _____

AGREEMENT

Sidewalk Winter Maintenance FY27-FY31

Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

The work shall consist of winter sidewalk maintenance for all sidewalk sections on Billings Road and Route 2 (both north and south side) including the intersections Route 2 & Billings Road and C&K Variety in the Town of Hermon. The sidewalks shall be completely cleared of snow at the end of each storm. The sidewalks shall be treated with salt when excessive icing occurs that prohibits safe pedestrian use. The Contractor shall make observations with regards to scheduling sidewalk maintenance and carry out the work independently. The Town of Hermon's Road Commissioner, or his designee may also call out the Contractor as necessary.

The Contractor shall use approved equipment and methods as established by the Town of Hermon. The Town of Hermon shall supply the salt for contractor application at the Town of Hermon Public Works facility.

See enclosed map for sidewalk section.

The bidder will provide a list of equipment for consideration on a separate sheet of paper and include with the bid form.

ARTICLE 2. CONTRACT TIME

This agreement is for the FY27-FY31 Snow Seasons. Each snow season extends from October 15 to May 15 annually.

ARTICLE 3. CONTRACT PRICE

The Owner will pay the Contractor as described in the pay schedule tables below:

10% of the total price (on or about) October 15
10% of the total price (on or about) November 15
20% of the total price (on or about) December 15
20% of the total price (on or about) January 15
20% of the total price (on or about) February 15
10% of the total price (on or about) March 15
10% of the total price (on or about) April 15

ARTICLE 4. TERMINATION

Notwithstanding any other provision of this contract, the Contractor shall be in default and the Town of Hermon, may terminate this Contract, if the contractor: (i) fails to begin the work as required by the contract; (ii) fails to perform the work with sufficient workers and equipment or materials to meets the terms of the Contract; (iii) discontinues the prosecution of the work; (iv) fails to resume work which has been discontinued within a reasonable time after notice to do so; (v) subcontracts any of the work without the approval of the Town of Hermon;

(vi) becomes insolvent, files for bankruptcy, allows any final judgment to stand against him unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Town of Hermon; (vii) fails to perform the Work in substantial conformity with any material provision of the contract as determined by the Town of Hermon; (viii) fails to perform the Work in a satisfactory manner as determined solely by the Town of Hermon Road Commissioner, or his designee after written notice of the deficiencies have been provided to Contractor.

ARTICLE 5. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town of Hermon, their agents, and employees against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the work regardless of standard of care. This indemnification extends to all costs and all attorneys' fees incurred by the Town of Hermon.

ARTICLE 6. GENERAL LIABILITY INSURANCE

The Contractor shall maintain during the period of the contract such Contractor's General Liability and Property Damage Insurance as listed below. A Certificate of Insurance shall be provided at the time of contract signing listing the Town of Hermon as being "additionally insured":

- a. Workers' Compensation Insurance. The Contractor must carry Workers' Compensation Insurance or qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine.
- b. Automobile. The Contractor must carry Automobile Liability Insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with this contract in an amount not less than \$1,000,000.00 per occurrence.
- c. Commercial General Liability. With respect to all operations performed the Contractor shall carry commercial general liability or other coverage affording equal or greater protection as determined by the Town of Hermon, in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

This insurance section and the purchase of insurance by the Contractor shall not be interpreted as a waiver of any immunity provided by law including that provided by the Maine Tort Claims Act, 14 M.R.S.A. §8101, et seq.

ARTICLE 7. MISCELLANEOUS

Owner and Contractor each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and options contained in this agreement.

In Witness Whereof, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor.

This Agreement will be effective on December 28th, 2019.

Owner: _____ Contractor: _____

Attest: _____ Attest: _____

Town of Hermon- Sidewalk Maintenance

5,115 feet (Includes intersection crosswalk by actuators and truncated domes)

