

Town of Mercer, 1015 Beech Hill Road, Mercer, ME 04957
207-587-2911 (Phone); 207-587-2912 (Fax)
mercermaine.com

Motor Grading Roads Maintenance Contract

Parties: This contract (“contract”) is between the Town of Mercer (also referred to as “we” or “our” or the “Town” includes the “municipal officers” and “employees”) and _____ of _____ (referred to as “you/your” or “contractor” means you personally or “your company” “officers, agents and employees”).

Except as defined above, all words and terms used in this agreement have their ordinary meaning. In the event there is a conflict with the Invitation to Bid for Motor Grading Roads Maintenance, the terms of the contract shall control.

IN CONSIDERATION of the following covenants herein, the parties agree as follows:

Scope of work: (See also Diagram A below)

- All travel lanes on gravel roads will be graded with a cross slope of ½” per foot of lane width from the center line to the shoulder (example, a 10’ lane will have a crown of 5”). Shoulders will be lower and graded at a slightly steeper cross slope to provide positive drainage to the ditch.
- All potholes shall be undercut (when possible) using care to not simply fill them.
- No gravel, sod berms, or wind rows can be left in-between the road and the ditch slope.
- Extra caution should be used to avoid damaging existing culverts.

You agree to grade sections of the town ways (“dirt roads”) in the Town of Mercer, Somerset County, Maine, consisting of 16+- linear miles and including those specific sites listed below. The operator and personnel are expected to know the technical requirements for the required task. Contractor will communicate and coordinate with the select board to determine optimum times and conditions based on other “summer road” projects to ensure the town is utilizing their resources efficiently. Contractor shall place safety signs out while grading.

Contract Term: The 2-year contract shall commence upon contractor’s receipt of a bid award notice from the Town of Mercer that includes a notice to proceed. The final grade will be when conditions are favorable, and before the roads become frozen, in preparation for winter plow season. This contract may be extended for an additional one (1) year term.

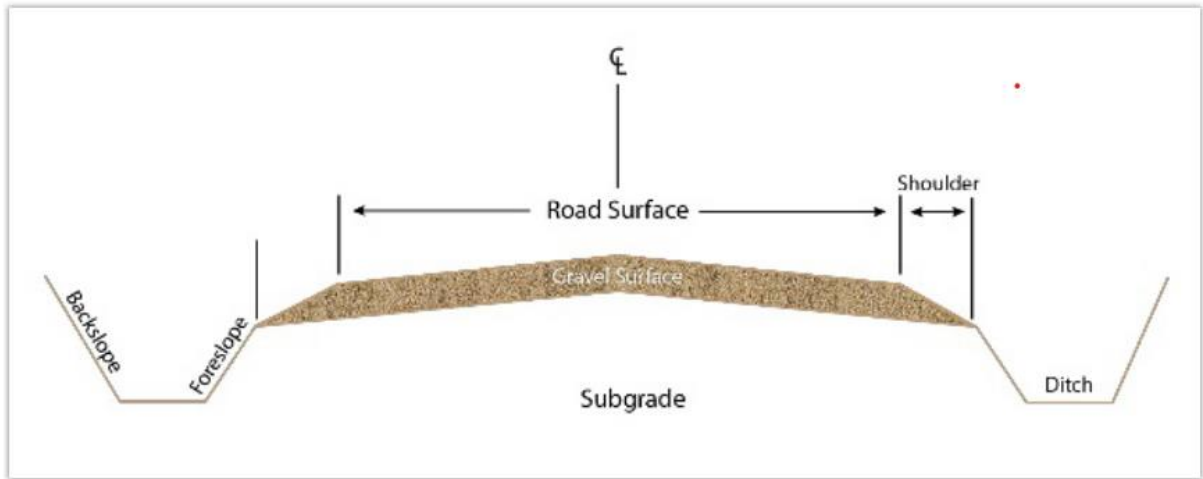
Town ways “roads” are as follows:

Road Name	Length (miles)	Grades of last Season
Bacon Road	1.5 (to Bean Road)	3 times
Ladd Road	1.2 mi, .4 mi Bacon	1 time
West Sandy River Road	1.5	2 times
Rome Road	3 mi tar to tar	3 times
Hampshire Hill Road	.3 just past pole 7	1 time
Tibbetts Road	.3 to wood line past old farmhouse	1 time
Rome Road Extension	.4	1 time
Elm Street	2.5	3 times

Road Name	Length (miles)	Grades per Season
East Sandy River Road	.3 to Transfer Station	2 times
Pond Road	1.2	3 times
Brown Road	.3	2 times
Decker Road	1.4 (to Box 302)	2 times
Corson Road	1.4	2 times

Diagram A:

The structure of a gravel road needs three basic elements in order to be suitable for ongoing maintenance. These are a crowned (canted with a sharp peak) driving surface, a shoulder that slopes away from the driving surface and a ditch on either side.



Source: *Federal Highway Administration*

This structure ensures proper drainage and helps prevent potholes caused by standing water. Gravel roads that don't follow this basic construction, don't perform well under the stress of constant traffic, especially heavy vehicles.

Independent Contractor: You and your employees, during the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the town. Any manpower needed to fulfil the obligations of this contract shall be employed by you and you shall be solely responsible for complying with any applicable state or federal laws including but not limited to worker's compensation law, employment security law and minimum wage law.

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

Insurance: You agree to maintain public general liability insurance in the amount of \$1,000,000.00 (one million dollars) for personal liability, death, and property damage claims resulting from your acts or omissions in the performance of this contract. You will also maintain vehicle liability insurance in the amount of \$1,000,000.00 (one million dollars) insuring all claims and losses arising from your use of the equipment. You must provide proof of insurance to the town, and the proof of insurance shall provide that in the event of cancellation or expiration of any of the foregoing policies, 10 (ten) days written notice by the insurance. As an independent contractor, you are also responsible for maintaining your equipment in a safe, operable and legal condition

Both Parties Agree: For purposes of calculating the seasonal contract amounts and the installment amounts, that the dirt roads are more or less than 15.5 miles, regardless of whether in fact the dirt roads are more or less than 15.5 miles in length. In the event you or the Municipal Officers have a difference of opinion in the interpretations of this contract, the municipal officers have the final say, to promote the health, welfare and safety of the public and to prevent damage to the town way.

Payment Terms: Payment shall be made within 30 days of invoice receipt.

Contractor:

Name: _____
Address: _____
Phone: 1) _____ 2) _____ 3) _____ Email: _____

Municipal Officers:

Address: 1015 Beech Hill Road, Suite A, Mercer Maine 04957
Office Phone: (207) 587-2911 during business hours (Monday 8am-4pm; Tuesday 11am-6pm; Wednesday 8am-6pm)
Additional contacts after business hours:

Bruce Hurley - (207) 449-2995

Gary Mosher - (207) 431-1353

Mary Burr - (207) 491-8437