

CECIL COUNTY, MARYLAND

NOTICE TO CONTRACTORS

SNOW REMOVAL

2018-2019

The County Executive for Cecil County is soliciting “Letters of Interest” (“LOI”) from all contractors who wish to participate in snow removal from the Cecil County Department of Public Works, Roads Division (the “CCDPW Roads Division”) during the winter season of 2018-2019.

The CCDPW Roads Division has established snow routes, some of which will be assigned to a designated contractor who has submitted an LOI. Cecil County, Maryland (the “County”) has established a fixed fee schedule for the payment of contractors participating in snow removal, and all contractors will be compensated at the same rate for similar equipment.

The LOI must be submitted to the CCDPW Roads Division at 758 East Old Philadelphia Road, Elkton, Maryland 21921 by the close of business (4:30 PM) on September 28, 2018.

By Order of: THE COUNTY EXECUTIVE FOR CECIL COUNTY

LETTER OF INTEREST
2018-2019 SNOW REMOVAL

Dr. Alan McCarthy, County Executive
c/o Cecil County Department of Public Works - Roads Division
758 E. Old Philadelphia Road
Elkton, Maryland 21921

Dear County Executive McCarthy:

I/We have received and reviewed information concerning the award by Cecil County, Maryland of snow removal contracts for the winter of 2018-2019, and I/we have examined the detailed description of proposed work.

I/We have the required equipment and manpower to properly perform the assigned tasks, and will have the required insurance in effect prior to signing a contract. Shown below is a list of equipment, which I/we will assign to the project task, and hereby certify said equipment to be in good operating condition.

CONTRACTOR'S NAME: _____

PRESIDENT/PROPRIETOR: _____

ADDRESS: _____

SOCIAL SECURITY #: _____

FEDERAL TAX ID #: _____

CELL PHONE #: _____

HOME PHONE #: _____

FAX #: _____

PLEASE COMPLETE AND RETURN TO OUR OFFICE

CECIL COUNTY DEPARTMENT OF PUBLIC WORKS -- ROADS DIVISION
758 E. OLD PHILADELPHIA ROAD
ELKTON, MARYLAND 21921

EQUIPMENT AVAILABLE

	No. of	Make, Model, Year	License Tag #
Pick Up Truck	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
2-Axle Truck 1-Ton	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
5-to10-Ton	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
3-Axle Truck	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Backhoe: Bucket Size_____	_____	_____	
H.P._____	_____	_____	
Loader: Bucket Size_____	_____	_____	
H.P._____	_____	_____	
Grader: H.P._____	_____	_____	
Plow:	_____	_____	
	_____	_____	
	_____	_____	
Spreader:	_____	_____	
	_____	_____	
	_____	_____	

I/We hereby submit our "Letter of Interest" to participate in snow removal operations for Cecil County, Maryland for 2018-2019.

Authorized Signature: _____

Date: _____

AFFIDAVIT OF COMPLIANCE

- 1. I certify that I am President/Member/Sole Proprietor/Authorized Agent of this Company/Corporation/Contractor, and that this Company/Corporation/Contractor is legally qualified and authorized to do business in the State of Maryland and registered with the Maryland Department of Assessment and Taxation. A Certificate of Good Standing from the State of Maryland Department of Assessment and Taxation for the Company/Corporation is attached.
- 2. Please check one of the following:
 - A. A copy of my/our State of Maryland Contractors or Home Improvement License is attached hereto as well as a Certificate of Insurance naming Cecil County, Maryland as an additional insured and a signed copy of the Hold Harmless Statement.
 - B. I do not have a Contractor's or Home Improvement License and am not required a license for the following reasons: _____.
Attached is a Certificate of Insurance naming Cecil County, Maryland as an additional insured and a signed copy of the Hold Harmless Statement.
- 3. This Company/Corporation/Contractor complies with all applicable laws, regulations and requirements of the United States, State of Maryland, and Cecil County.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing Affidavit are true.

Signature President/Member/Sole Proprietor/Authorized Agent

Print Name

STATE OF _____
COUNTY OF _____, to wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2018, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____, the (President)(Member)(Sole Proprietor) of the contractor to the foregoing Agreement, and acknowledged the same to be his/her act.

NOTARY PUBLIC

My Commission Expires:

SNOW REMOVAL AGREEMENT

THIS SNOW REMOVAL AGREEMENT (the "AGREEMENT"), made this _____ day of _____, 2018 by and between Cecil County, Maryland, a body corporate and politic (the "COUNTY"), and _____(the "CONTRACTOR"). The COUNTY and the CONTRACTOR may be collectively referred to herein as the "PARTIES" and may be individually referred to as a "PARTY".

WITNESSETH

WHEREAS, the COUNTY has developed a document entitled "**CECIL COUNTY, MARYLAND – 2018-2019 SNOW REMOVAL REQUIREMENTS AND PROCEDURES**", a copy of which is hereby attached and made part hereof; and,

WHEREAS, the COUNTY has solicited and received "Letters of Interest" ("LOI") from contractors interested in removing snow from County roads during the winter of 2018-2019, and the COUNTY has assigned snow routes in the County to various interested contractors; and,

WHEREAS, the CONTRACTOR has been awarded this AGREEMENT to perform snow removal work during the 2018-2019 snow removal season.

NOW THEREFORE, the PARTIES hereby covenant and agree as follows:

1. The CONTRACTOR shall diligently perform the assigned tasks as described in the COUNTY'S "SNOW REMOVAL REQUIREMENTS AND PROCEDURES" and shall supply equipment in good condition together with adequate manpower so as to carry out said assigned tasks.
2. In consideration for the performance of the assigned tasks, the COUNTY shall compensate the CONTRACTOR in the amount and at the times specified in the aforementioned "SNOW REMOVAL REQUIREMENTS AND PROCEDURES," and the CONTRACTOR shall accept said consideration as full and complete payment for its performance under this AGREEMENT.
3. In order to further the CONTRACTOR'S performance of the assigned tasks, the CONTRACTOR is assigned the following COUNTY-owned equipment (if applicable) for the 2018-2019 snow removal season:

PLOW – County ID # _____

SALT SPREADER – County ID # _____

HARNESS – County ID # _____

PUMP – County ID # _____

OTHER – include County ID # _____

4. In the performance of this AGREEMENT, the CONTRACTOR, including its employees, agents, and sub-contractors, shall act solely as an independent contractor, and nothing contained in or implied by this AGREEMENT shall be construed at any time to create any other relationship between the COUNTY and the CONTRACTOR, including without limitation an employer and employee, partnership, principal and agent, or joint venture relationship.
5. The CONTRACTOR, its employees, agents, and sub-contractors, shall not discriminate against any person in any of its activities with regard to membership policies, employment practices, or in the provision of services on the basis of race, color, national origin, religion, ancestry, sex, age, or disability. The CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U. S. Department of Labor Regulations 41CFR Part 60.
6. The CONTRACTOR, its employees, agents, and sub-contractors, shall comply with all applicable employment laws and regulations, including but not limited to laws related to the employment of non-U.S. citizens. The CONTRACTOR'S failure to comply with such laws and regulations shall constitute a material breach of this AGREEMENT, and shall be grounds for immediate termination of the AGREEMENT by the COUNTY. By executing this AGREEMENT, the CONTRACTOR certifies that it is aware of its legal obligations as set forth herein, and that it is in compliance, and shall remain in compliance with all such laws and regulations for the term of this AGREEMENT.
7. Risk, Liability, and Indemnity.
 - a. To the fullest extent permitted by State law, the CONTRACTOR hereby agrees to indemnify and hold the COUNTY harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which the COUNTY may suffer, sustain, incur or in any way be subject to, on account of the death of or injury to any person whomsoever (including COUNTY elected and appointed officials, and COUNTY employees, agents, volunteers, successor, and assigns) and damage to, loss or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the performance of the CONTRACTOR'S assigned tasks under this AGREEMENT, except when proven to have been caused solely by the willful misconduct or gross negligence of the COUNTY. To the fullest extent permitted by State law, during any period of actual snow removal, the CONTRACTOR'S liability hereunder shall be absolute, irrespective of any joint, sole, or contributory fault or negligence of the COUNTY.
 - b. To the fullest extent permitted by State law, the CONTRACTOR assumes all responsibility for, and agrees to defend, indemnify, and hold the COUNTY harmless from all claims, costs, and expenses, including reasonable attorneys' fees, as a consequence of any claim or liability arising from or in any way associated with the CONTRACTOR'S, its agents', employees', or sub-contractors' performance under this AGREEMENT. The

CONTRACTOR also assumes all risk of loss which in any way may result from the CONTRACTOR'S, its agents' employees', or sub-contractors' performance of this AGREEMENT, and CONTRACTOR'S obligation for indemnification hereunder shall also extend to companies and other legal entities that control, are controlled by, are subsidiaries of, or are affiliated with the CONTRACTOR, and the officers, employees, and agents of each.

- c. The CONTRACTOR expressly assumes all risk of loss or damage to CONTRACTOR'S, its agents', employees', and sub-contractors' property, as well as for property provided to the CONTRACTOR by the COUNTY hereunder, in the performance of the assigned tasks under this AGREEMENT, regardless of cause.
- d. If a claim is made or an action is brought against the COUNTY for which the CONTRACTOR may be liable hereunder, in whole or in part, the CONTRACTOR shall be notified to assume the handling or defense of such claim or action, provided however, that the COUNTY may participate in such handling or defense.
- e. Notwithstanding anything contained in this AGREEMENT, the limitation of liability contained in the State statutes shall not limit the COUNTY'S ability to collect under the insurance policies required to be maintained under this AGREEMENT.
- f. CONTRACTOR agrees that it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against the COUNTY for damages on account of any deficiencies in or to, or arising from the CONTRACTOR'S use of, COUNTY provided equipment.
- g. The COUNTY'S liability is expressly limited to the amounts specified in the Local Government Tort Claims Act (the "LGTCA"), Md. Code Ann., Courts and Judicial Proceedings Article, Section 5-301 et seq. or similar pertaining to County government, as the case may be, in the State of Maryland.

8. Insurance.

- a. Prior to CONTRACTOR'S commencement of work under this AGREEMENT, the CONTRACTOR shall procure and shall maintain during the term of this AGREEMENT, at CONTRACTOR'S sole cost and expense, a policy of:
 - i. Worker's Compensation and Employer's Liability Insurance with available limits of not less than Five Hundred Thousand Dollars (\$500,000), which must contain a waiver of subrogation against the COUNTY.
 - ii. Commercial General Liability Coverage with available limits of not less than Three Hundred Thousand (\$300,000) naming the COUNTY and/or its designee as

additional insured and in combined single limits for bodily injury and property damage. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to COUNTY, or its designee, prior to cancellation or modification.

- iii. Business automobile liability insurance with available limits of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit for bodily injury and/or property damage per occurrence.
- iv. Such other insurance as the COUNTY may reasonably require.

- b. The County or its designee may at any time request evidence of insurance purchased by the CONTRACTOR to comply with this AGREEMENT. Failure of the CONTRACTOR to comply with the COUNTY'S request shall be considered a default by the CONTRACTOR.
- c. Securing such insurance shall not limit CONTRACTOR'S liability under this AGREEMENT, but shall be security therefore.

9. Default, Breach, Waiver.

- a. The proper, timely, and complete performance of the assigned tasks and of each requirement under this AGREEMENT shall be deemed of the essence thereof, and in the event that the CONTRACTOR fails or refuses to fully, timely, and completely perform any of said assigned tasks and/or contractual requirements or remedy any breach within fifteen (15) days after receiving written notification from the COUNTY to do so (or within 24-hours in the event of a snow emergency), COUNTY shall have the option of immediately terminating this AGREEMENT. Upon such termination, the CONTRACTOR shall immediately return any COUNTY-owned property to the CCDPW Roads Division.
- b. No waiver by the COUNTY of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by the COUNTY.
- c. Neither the failure of the COUNTY to object to any work done, equipment used, or method of snow removal, nor any approval given by the COUNTY, shall be construed as an admission of liability or responsibility by the COUNTY, or as a waiver by the COUNTY of any of the obligations, liability, and/or responsibility of the CONTRACTOR, its agents, employees, or sub-contractors, under this AGREEMENT.

10. Termination.

- a. All rights which the CONTRACTOR may have hereunder shall cease upon the date of (i) termination; (ii) revocation; or, (iii) subsequent written agreement. However, neither termination nor revocation of this AGREEMENT shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.
- b. Within twenty four (24) hours of termination or revocation, CONTRACTOR shall return COUNTY-owned equipment to the CCDPW Roads Division.

11. Assignment; Sub-contracting.

- a. The rights herein conferred are the privileges of the CONTRACTOR only, and the CONTRACTOR shall obtain the COUNTY'S prior written consent to any sub-contracting of the CONTRACTOR'S interest herein, said consent shall not be unreasonably withheld.
- b. Neither this AGREEMENT nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either Party, including by operation of law, without the prior written consent of the other.
- c. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors, heirs and permitted assigns.
- d. CONTRACTOR shall give the COUNTY written notice of any legal succession (by merger, consolidation, reorganization, or transfer of greater than fifty percent (50%) ownership) or other change of legal existence or status of CONTRACTOR, with a copy of all documents attesting to such change or legal succession, within fifteen (15) days thereof.
- e. In the event of any unreported sale, transfer, change or legal succession, or of any unauthorized sub-contract, the COUNTY, at its option, may terminate this AGREEMENT by giving the CONTRACTOR or any transferee or successor written notice of such termination; and CONTRACTOR, and/or its transferee or successor shall reimburse the COUNTY for any loss, cost, or expense that the COUNTY may incur as the result of CONTRACTOR'S failure to report the change or legal succession or to obtain approval for the sub-contract.

12. Miscellaneous.

- a. This instrument contains the entire AGREEMENT among the Parties and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein, and no modification shall be binding upon the Party

affected unless set forth in writing.

- b. This AGREEMENT shall be governed by the laws of the State of Maryland without regard to the principles of conflict of law. The parties irrevocably consent to the exclusive jurisdictions of the Courts of the State of Maryland.
- c. In the event that one or more of the provisions of this AGREEMENT shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- d. In the event of litigation by any of the Parties to enforce the terms of this AGREEMENT, the prevailing party in the action shall be entitled to attorneys’ fees, court costs witness fees and all expenses of suit.
- e. Both Parties to this AGREEMENT shall have the obligation to take reasonable steps to mitigate their damages caused by any default under this AGREEMENT.
- f. Unless the context otherwise requires, whenever used in this AGREEMENT, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter and feminine gender, and vice-versa.
- g. This AGREEMENT may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document.
- h. Time shall be considered of the essence in this AGREEMENT.
- i. Any notices required by this AGREEMENT shall be in writing and shall be deemed delivered if hand delivered or delivered by certified mail, postage prepaid, return receipt requested, first class mail, or by facsimile (immediately followed by hard copy by first class mail) as follows, unless such address is changed by written notice as provided hereunder:

If to COUNTY: Alfred C. Wein, Jr., Director of Administration
 200 Chesapeake Blvd., Suite 2100
 Elkton, Maryland 21921

If to CONTRACTOR: _____

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties hereto have executed this AGREEMENT as of the day and year first above written.

WITNESS:

CECIL COUNTY, MARYLAND

By:

WITNESS:

CONTRACTOR

By:

Title:

TIN/EIN#:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jason L. Allison, Esquire
County Attorney

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CECIL COUNTY, MARYLAND

NOTICE TO CONTRACTORS

SNOW REMOVAL

2018-2019

Indemnity/Hold Harmless Agreement

To the fullest extent permitted by law, the undersigned corporation/limited liability company/partnership/sole proprietorship/entity (the "CONTRACTOR") agrees to indemnify and hold Cecil County, Maryland, a body corporate and politic (the "County"), its elected and appointed officials, employees, and volunteers, and others working on behalf of the County, harmless from and against all loss, cost expense, damage, liability or claims, whether groundless or not, arising out of bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the CONTRACTOR, or anyone acting on its behalf in connection with or incident to **SNOW CONTRACT**, except that the CONTRACTOR shall not be responsible to the County on indemnity for damages caused by or resulting from the COUNTY'S sole negligence; and the CONTRACTOR shall, at its own cost and expense, defend and such claims and any suit, action, or proceeding which may be recovered in any suit, action, or proceeding, and any expenses, which may be incurred therein.

Name of Contractor: _____

Authorized Signature: _____

Address of Organization: _____

Phone: _____

Date: _____

WORKERS' COMPENSATION COMMISSION

SOLE PROPRIETOR'S STATUS AS A COVERED EMPLOYEE FORM

I hereby represent to the Maryland Workers' Compensation Commission, that I am a sole proprietor doing business in and about the State of Maryland, and that on the date set forth below my signature and under the penalty of perjury, the following checked box represents my status as a covered employee.

Check all that apply:

- I have elected to become a covered employee under Section § 9-227 of the Labor and Employment Article, and have submitted the requisite Inclusion form (IC-15R) with the Workers' Compensation Commission.
- I have not elected to become a covered employee under Section § 9-227 of the Labor and Employment Article.
- I HAVE NO EMPLOYEES.
I understand that if I were to hire an employee(s), I must obtain workers compensation insurance for the employee(s).

Name of Sole Proprietor: _____

Social Security Number or Federal
Employer Identification Number (FEIN) _____

Address: _____
Street _____
City _____ State _____ ZIP Code _____

I AFFIRM UNDER THE PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF FOR THE FOLLOWING PERIOD:

_____ THROUGH _____
(Effective date) (Expiration date)

Signature _____ Date _____

Note: No investigation or hearing was conducted by the Workers' Compensation Commission to verify this representation, but as it was made under the penalty of perjury, it is accepted as being true and correct on the date set forth below. This representation is not binding on the Workers' Compensation Commission under any circumstance. A copy of this form must be filed with the Commission.

10 East Baltimore Street · Baltimore, Maryland 21202-1641
410-864-5100 · Email: info@wcc.state.md.us · Web: <http://www.wcc.state.md.us>

CECIL COUNTY, MARYLAND
2018-2019
SNOW REMOVAL
REQUIREMENTS AND PROCEDURES

The County Executive for Cecil County, Maryland will provide for emergency snow removal from County roads by employing private contractors at fixed rates for specified work tasks, which are performed by designated equipment. Work performed will be paid for on an hourly rate basis for each hour authorized by the County.

A. Policy

The Cecil County, Maryland Department of Public Works, Roads Division, is responsible for snow and ice removal on the County road system. The Roads Division will endeavor to keep the county road system in a safe traversable condition as possible. This operation will be conducted as economically as possible.

B. Procedures

In a snow or ice storm, the following procedures will be followed:

The Chief, Roads Division will be responsible to stay abreast of storm warnings and weather conditions. When the snow or ice event begins, the Chief/Assistant Chief, Roads Division and Area Road Supervisors will communicate with each other by radio, mobile or telephone, concerning the roadway conditions. The snow and ice removal procedures shall be initiated based upon the report from the Area Road Supervisor, the weather forecast, his own findings and information from other sources and consultation with the Director of Public Works.

Once the Chief, Roads Division has issued the order to begin snow and ice removal operations, the Area Road Supervisors will be responsible for contacting their assigned personnel and when directed by the Chief/Assistant Chief, Roads Division, the private contractors will be called to plow in their respective pre-assigned area snow route(s). The Contractors will be called for service based on the severity of the storm event and budgetary restraints. The Chief/Assistant Chief, Roads Division will be responsible for calling in garage staff and office personnel.

C. Communications

Upon receiving notification, the contractor must respond within **sixty (60) minutes**. It is required that all contractors be equipped with a mobile phone. The County will issue each contractors' snow removal truck/equipment with County magnetic placards, hand held radio (based on availability) and a mobile GPS unit. The contractor shall be responsible for the care and proper operation of all County issued equipment. It is required that the contractor keep in contact with the County Roads Division at least every two hours and notify the Roads Division when the route is completed. Upon completion of the assigned route, a verbal report will be given to the Supervisor. The initial effort will be to get all roads open. Once this is accomplished and reported to the County Roads Division, the contractor will be

instructed if and when additional plowing on the contracted snow route or other snow routes will be required.

After issuing the order for the snow removal, procedures to begin, The Chief/Assistant Chief, Roads Division will oversee the operations room at the Roads Division Administrative Office for the duration of the snow event.

D. Completion of Work

The Area Road Supervisors will report to the Chief/Assistant Chief, Roads Division when they feel the roads in their respective areas are in a safe condition. The Chief or Assistant Chief, Roads Division, after consultation with Director of Public Works will then issue the order for snow and ice removal operations to cease.

E. Issuing Snow Equipment

The Contract Agreement paperwork must be complete before issuing any County equipment.

Upon being notified that the contractor has been assigned a snow route, and the required Contract Agreement signed and returned, the contractor who needs County snow removal equipment is to coordinate with the Roads Division for pickup of plow, harness, pump, brackets, salt spreader, etc., which have been assigned to the contractor at the County Roads Division, located at 758 E. Old Philadelphia Rd., Elkton, telephone number (410) 996-6270. The contractor and Roads Division personnel shall mount the equipment. The contractor shall bring the truck with the equipment mounted to First Vehicle Services (FVS) at the Central Garage to be checked for proper operation. The Central Garage is also located at the above address and the telephone number is (410) 996-6282. The contractor is responsible for ensuring that his assigned County equipment is repaired by FVS. If the contractor is found to be negligent for damages to the equipment he will be held responsible for the repair costs. Plow cutting edges will be supplied to contractors using county plows on an as needed basis. It will be the contractor's responsibility to ensure that cutting edges are in proper condition and schedule replacement with the Area Road Supervisor. FVS should perform repair work needed to County equipment through the Roads Division. The Chief/Assistant Chief, Roads Division must first approve repairs on County equipment done by private firms.

A ten percent (10%) retainage will be withheld from the Contractors' snow invoice for every storm event for any Contractor using County equipment. The retainage is for Damage Control and will be held until Cecil County Equipment is returned in proper working order. Once County equipment is returned and approved acceptable the contractor shall be issued a check for retainage.

F. Contractor's Procedures

All trucks and graders should be equipped with chains. Contractors will be responsible for recovering any mired or disabled equipment. All contractors will have a pre-check of their snow removal equipment when they sign-in for the snow removal operation. At no time shall trucks be overloaded prior to leaving the County facility.

Once the contractor has been called by the County for snow and ice removal the contractor at no time shall perform any private work while being paid by the County. Contractors who are issued County snow removal equipment shall not use County equipment to perform any private work during snow and ice removal and non-working time. County issued snow equipment shall be used **only** during County snow and ice removal operations. County issued plows and spreaders shall not be attached to the contractor’s trucks or equipment while they are performing private work. Contractor shall make every effort to clean County equipment after each snow removal operation. Failure to follow the requirements shall result in the termination of the contractor’s contract and loss of incentive pay.

Any damage to mailboxes, fences, etc., caused by hired equipment will be repaired by the Contractor.

The contractor must report all damages to the County Roads Division as soon as possible. The contractor is responsible to notify the Roads Division when his equipment is not being used for snow removal due to mechanical or personnel difficulties. The contractor will be given one (1) hour down time for which he will be paid at the established hourly rate for his equipment. No payment will be made in excess of one (1) hour.

All contractors’ snow removal trucks/equipment will be required to have a mobile phone. All contractors’ snow removal trucks/equipment will be issued a mobile GPS unit at the start of the snow removal event. This GPS unit will be returned when the contractor signs out at the end of the snow removal operation. At any time the contractors’ issued GPS unit has been determined to be non-functional and no contact can be made with the contractor, the contractor will not be paid by the County. Once contact has been established and the GPS unit is functional the contractor shall return, at the County determination, to paid status. A helper is highly recommended during the storm event. All contractor units called into service will be given one (1) hour mobilization time and all contractor units with a salt spreader will be given an additional one (1) hour of demobilization time at the same rate as paid for snow and ice removal.

G. SNOW REMOVAL RATES FY18

<u>Vehicle Type</u>	<u>Rate</u>
Pickup Truck	
with Contractor Plow.....	\$88
with Contractor Plow & County Spreader.....	\$90
with Contractor Plow & Spreader.....	\$108
 2 axles 1-ton Dump Truck	
with Contractor Plow.....	\$108
with Contractor Plow & County Spreader.....	\$110
with Contractor Plow & Spreader.....	\$125

2 axles 5 to 10 ton Dump Truck

with County Plow or Spreader.....	\$100
with County Plow & Spreader.....	\$105
with Contractor Plow.....	\$120
with Contractor Plow & County Spreader.....	\$125
with Contractor Spreader & County Plow.....	\$130
with Contractor Plow & Spreader.....	\$140

<u>Vehicle Type</u>	<u>Rate</u>
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3 axles Dump Truck

with County Plow or Spreader.....	\$115
with County Plow & Spreader.....	\$120
with Contractor Plow.....	\$133
with Contractor Plow & County Spreader.....	\$137
With Contractor Spreader & County Plow.....	\$147
With Contractor Plow & Spreader.....	\$157

Graders.....	\$130
Backhoes.....	\$105
Loader 2 CY.....	\$150
Loader 3-4 CY.....	\$160
Helper.....	\$14

H. Incentives

(1) When the decision has been made to shut down snow removal operations temporarily for the County crews to rest or due to extreme weather conditions, the contractors actively working shall be paid through the shut down period at their equipment hourly rate, provided the contractor is required and capable to return to snow removal operations. If the contractor is required and capable to return to the snow removal operation, the payment incentive criteria through the shut down period will be as follows:

- a) Contractor must work a minimum of six (6) hours prior to shut down period.
- b) Contractor shall be paid for shut down period, if the contractor has been shut down, a maximum four (4) hours. If the shut down period is in excess of four (4) hours, the contractor receives no payment incentive for the shut down period.
- c) The contractor shall be given an additional one (1) hour allotted for drive time. The one (1) hour is in addition to the shut down period.

- d) If contractor has been shut down four (4) hours or less, the contractor must return to snow removal operations for a minimum of three (3) hours after the shut down period or until their services are no longer required to be eligible for the pay through shut down period.
- (2) Contractors that attend the Snow Removal Contractor's Meeting shall receive the appropriate equipment rate for two (2) hours (limit one equipment unit rate).
- (3) Contractors with spreaders must schedule with the appropriate area Roads Supervisor to have their spreader rate calibrated before October 30. Contractors that successfully complete the calibration by the deadline date shall receive the appropriate equipment rate for two (2) hours.
- (4) Contractors shall receive the appropriate equipment rate for five (5) hours, after successfully completing to the satisfaction of the Roads Division, the first snow removal operation.
- (5) Contractors shall receive the appropriate equipment rate for five (5) hours, upon completion, to the satisfaction of the Roads Division, of the 2018-2019 Snow Removal Contract.

I. INSURANCE OF THE CONTRACTOR PRIMARY

The CONTRACTOR's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the CONTRACTOR's coverage. The CONTRACTOR's policies of coverage will be considered primary as relates to all provisions of the Agreement.

J. LOSS CONTROL AND SAFETY

The CONTRACTOR shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities in which such activities shall be undertaken and to that end, the CONTRACTOR shall not be deemed to be an agent of the County. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

K. HOLD HARMLESS

The CONTRACTOR shall indemnify and hold harmless the County, its elected and appointed officials, employees, and volunteers and others working on behalf of the Cecil County Executive, from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this contract. The CONTRACTOR's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

L. SUBCONTRACTOR

CONTRACTOR shall be fully responsible for all acts and omissions of any subcontractor and persons directly or indirectly employed by any subcontractor, and persons for whose acts CONTRACTOR may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

M. SEVERABILITY

Each provision of this Contract stands alone, and any provision of the Contract found to be prohibited by law shall be ineffective to the extent of such provision without invalidating the remainder of the Contract.

N. INSURANCE REQUIREMENTS

CONTRACTOR agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR under this contract.

- (1) Business Automobile Liability.** CONTRACTOR agrees to maintain Business Automobile Liability, at a minimum limit not less than **\$300,000** Per Occurrence providing coverage for damages against such third party liability, remediation and defense costs. Coverage shall include liability for Owned, Non-Owned & Hired automobiles, Bodily Injury -Minimum \$100,000 each person and Minimum \$300,000 each accident, plus Property Damage - Minimum \$100,000.
- (2) Worker's Compensation Insurance & Employers Liability.** The CONTRACTOR agrees to maintain its own Worker's Compensation & Employers Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000), together with Employers Liability Insurance in an amount not less than \$300,000.
- (3) Waiver of Subrogation.** CONTRACTOR agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit CONTRACTOR to enter into an pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- (4) Certificate(s) of Insurance.** CONTRACTOR agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits, deductibles, self-insured retentions and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holders should read:

Original to: Cecil County, Maryland
 c/o Cecil County Roads Division
 758 E. Old Philadelphia Road
 Elkton, Maryland 21921

With copy to: Cecil County, Maryland
 Department of Finance
 Attn: Purchasing
 200 Chesapeake Blvd., Suite 1100
 Cecil County, Maryland 21921

- (5) Right to Revise or Reject. The COUNTY reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage, deductibles, self-insured retentions or endorsements; or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, COUNTY reserves the right, but not the obligation, to review or reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

O. ADDITIONAL PROVISIONS FOR INSURANCE

- (1) The Contractor shall forward to the Cecil County, Maryland, Department of Public Works, Roads Division, a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such certificate(s) shall be in a form satisfactory to the COUNTY and shall list the various coverage's and limits. Insurance companies providing the coverage must be acceptable to the COUNTY, rated by A.M. Best and carry at least an "A" Rating VIII). In addition to the aforementioned provisions; such insurance policies shall not be changed or canceled and they will be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the AGREEMENT, unless the COUNTY'S Roads Division is given thirty (30) days written notice before any change or cancellation is made effective. If requested, the CONTRACTOR shall directly furnish the Roads Division with a certified copy of each insurance policy upon request.
- (2) The initial and subsequent certificates of insurance shall include a description of the contract work and the assigned contract number. Prior to beginning any project work, the insurance requirements as outlined by the Roads Division must be approved in writing.
- (3) All insurance shall be procured from insurance or indemnity companies acceptable to the COUNTY and licensed and authorized to conduct business in the State of Maryland. The COUNT'S approval or failure to disapprove insurance furnished by the CONTRACTOR shall not release the CONTRACTOR of full responsibility for liability for damage and accidents.
- (4) If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein the COUNTY reserves the right to terminate this AGREEMENT.
- (5) The CONTRACTOR shall require each subcontractor, at all tiers to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to the COUNTY, Roads Division prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under this AGREEMENT.

- (6) Any contract of insurance or indemnification naming the COUNTY, or any of the departments, agencies, administrators or authorities as an additional insured shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that the COUNTY, et al, are not liable in tort by virtue of being governmental instrumentalities or public or quasi-public bodies.

- (7) In the event the required certificates of insurance as specified herein are not furnished within ten business days prior the execution of the AGREEMENT, The CONTRACTOR shall not be permitted to perform the duties outlined in the CONTRACT until all required insurance certificates have been received.

P. Damage to County Property

The CONTRACTOR is solely responsible for reimbursing any costs or expenses identified by COUNTY to COUNTY as a result of any loss or damage associated with CONTRACTOR's operations to COUNTY'S property.

Q. AGREEMENT TERMINATION

The County reserves the right to terminate this AGREEMENT at any time with or without notice.

Print Name of CONTRACTOR'S Business: _____

Print Authorized Signers Name: _____

Authorized Signature _____ Date: _____

CONTRACTOR'S Business Address (street) _____

City, State, Zip Code _____

Phone Number _____