

**AGREEMENT FOR SNOW REMOVAL SERVICES AT
OXFORD COUNTY REGIONAL AIRPORT
Bid Due 10/1/2025**

The Oxford County Commissioners with mailing address of 26 Western Ave., South Paris, ME 04281 (hereinafter County) and _____

- 1) Contractor shall remove snow at Oxford County Regional Airport (FAA designation of 81B) on Number 6 Road in Oxford, Maine within work areas and in a manner as generally described in this section and throughout this agreement:
 - a) mechanical removal and/or plowing of accumulated snow on entire surface of runway, aprons, taxiways, parking areas, access road, vehicle gate
 - b) hand-shovel removal of accumulated snow adjacent to two pedestrian gates, fuel system, building main entrance facing access road.
 - c) A vehicle-mounted, high-capacity snow blower must be used to remove snow on runway surface for the following reasons:
 - damage to lighting and signage along runway (or obstruction of same) is unacceptable
 - excessive buildup of snowbanks along either side of runway constitutes a hazard to aviators
 - d) these actions must occur in a timely manner during and/or after individual storms where total accumulation is expected to exceed 1-2 inches
 - e) sand or any other material or liquid CANNOT BE APPLIED to any paved surface within the airport's perimeter fence with the exception of sand applied in the immediate vicinity of pedestrian gates
- 2) Contractor must perform all aspects of the scope of work described to the satisfaction of county officials at all times.
- 3) Contractor shall work in the capacity of independent contractor and is responsible for the provision of adequate equipment, labor, fuels, salted sand (outside of perimeter fence only), and other materials such that the runway, lights, signage, apron, parking area, access road, pedestrian gates, fuel system, building entrance, and porta-potty area of the county's airport facility are cleared of snow and ice, all within a reasonable period of time after storms and to the satisfaction of county officials.

- 4) Contractor shall independently respond to weather conditions on a storm-by-storm basis to fully accomplish the scope of work and shall also respond in the same manner if directly requested by county officials to do so.
- 5) Contractor shall be mindful of aviators and aviation operations in general, and be responsible for independent, timely, and proper posting notice of runway clearing in-progress, and post-clearing information with the national NOTAM system.
- 6) Contractor shall mount and activate warning lights on all pieces of equipment while operating within airport perimeter fence. Mounting and use of warning lights shall be accomplished to the satisfaction of county officials, and/or as may be required by current and future regulations and directives issued by the Federal Aviation Administration.
- 7) Contractor shall tailor plowing and removal operations to both adequately respond to weather conditions and so with a minimum hindrance of aviation operations, balancing these considerations to the greatest practical extent.
- 8) Contractor shall have the capability of adequately pushing back or removing accumulated snow, such that aviation operations and safety are maximized at all times.
- 9) Contractor shall have sufficient personnel to hand-shovel and remove snow adjacent to pedestrian gates, fuel system, porta-potty, and main entrance to building facing vehicle parking area at same time paved surfaces are cleared.
- 10) Contractor shall be allowed by County, but not required, to store equipment on county-designated area of airport premises during winter months, and to also plug-in electric engine heaters at county expense.
- 11) Contractor shall furnish proof of adequate insurance coverages further described herein. Contractor assumes sole financial responsibility for damage incurred to vehicles, aircraft, buildings and other fixtures and property in the execution of the scope of work identified in this agreement.
- 12) Contractor shall carry comprehensive general liability insurance to include but not limited to, general liability, contractor's liability, contractual liability, complete operations liability, and automobile insurance including hired and non-owned vehicles, insuring the Contractor and the County. Limits of said insurance coverage shall not be less than (\$1,000,000) one million dollars per occurrence combined for bodily injury and property damage. Said insurance coverage shall be provided by an insurance company licensed to do business in the State of Maine. The County shall be named as additionally insured with the Contractor under the aforesaid insurance policies.
- 13) Contractor shall carry adequate insurance and furnish proof of same to cover the risk and requirements specified under the Worker's Compensation Laws of the State of Maine, if applicable, or furnish proof of non-applicability as required by county officials.

- 14) All insurance requirements and insurance policies referenced herein shall provide that the County be given a minimum of (30) thirty days written notice regarding any change, cancellation or lapse of policy. The Contractor shall indemnify, defend, and save the County harmless from and against any and all loss, damage, actions, claims, suits, judgments, liability and reasonable attorney fees in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence, conduct, operation of, by, or on behalf of the Contractor under this contract. The Contractor shall also pay all costs, expenses and reasonable attorney fees that may be incurred or paid by the County in enforcing any and all terms and covenants hereunder."
- 15) Contractor agrees to furnish all other government documents, or other documents and notices, which may be required by County in order for County to lawfully make payments to Contractor with explicit reference made to County's compliance with state or federal regulations.
- 16) Contractor agrees that his failure to meet requirements described herein, or perform to standards described herein, shall constitute grounds for immediate contract termination by county officials without advance notice and without financial penalty to county.
- 17) Contractor shall operate at all times in a lawful manner in every regard and maintain requisite insurance coverages in amounts and types and showing proof thereof, which are satisfactory to county officials.
- 18) Contractor (which term encompasses contractor, contractor's employees, contractor's agents, and contractor's associates) agrees that at all times its operation on county property shall be in compliance with applicable law and regulation, which may be applicable. Said compliance is construed to refer to workplace safety, workers compensation coverage, general liability coverage, vehicle operation, equipment operation, wage payment, income tax withholding, and any and all other areas of Contractor readiness and operation without limitation.
- 19) Contractor may not sublet or otherwise transfer contractual interest to another party without the express written approval of the County of Oxford.
- 20) Either party may terminate this agreement in any year of term during the period May 1 through August 31 without cause and without penalty.
- 21) Termination of this agreement on any date between September 1 and April 30 may only occur if either party does not meet any requirement identified in this agreement. Advance notice of termination shall not be required.
- 22) The County shall pay a fixed amount of \$X per year in accordance with schedule contained herein and for an approximate period of three years commencing on November 1, 2025 and terminating on June 1, 2028. Both parties agree that this amount is intended to fully compensate Contractor for performance of scope of work and meeting all other

requirements identified herein and that no other payments shall be made without separate agreement of County.

23) County agrees to pay Contractor in accordance with following annual schedule:

Amount	Date of Payment (<i>on</i> or <i>about</i>)
$\frac{\$Total}{6}$	November 15
$\frac{\$Total}{6}$	December 15
$\frac{\$Total}{6}$	January 15
$\frac{\$Total}{6}$	February 15
$\frac{\$Total}{6}$	March 15
$\frac{\$Total}{6}$	April 15

24) Both parties agree to re-negotiate terms of this agreement, to include amount of payment, in the event the commonly prevailing retail price of diesel fuel in the southern Maine region exceeds \$5.00 per gallon.

25) The County shall be held harmless to any risk relating to any casualty loss or property damage to any equipment or personnel under this agreement.

26) This agreement constitutes the entire understanding between the parties hereto and supersedes all other oral or written communications between them that might exist in regard to the subject matter herein. This agreement may not be amended or modified unless in writing and signed by both parties. If any portion of this agreement should be found unenforceable by a court of law, the parties intend that all other portions of the agreement shall remain in full force and effect.

27) This agreement may be modified or amended only by mutual, written agreement of both parties through a duly executed written instrument to be attached hereto and approved by Contractor and County.

SEEN AND AGREED TO:

For Contractor:

Date: **Signed by:**

For County:

Date: **Signed by:**