

Town of Island Falls
P.O. Box 100
Island Falls, Maine 04747 Snowbid #08-2020

Dear Bidder:

The Town of Island Falls is requesting written proposals from qualified bidders for the 2020 Snow Removal and Ice Control. This includes furnishing all labor, equipment and materials required to satisfactorily to remove snow, accumulating from snowfall or drifting, and control ice on the roads and any other incidental but necessary work. The Town reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the Town may determine necessary. The Town also reserves to itself the exclusive right to accept any proposals when it is deemed by the Town to be in its best interest. The Town is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers Bid Specifications Public Documents. In awarding any proposal, the Town may consider, but not be limited to, any of the following factors: Bidder Qualifications, price, experience, solvency, financial standing with the Town, warranties, references, insurance bonding, compliance record, delivery date, and past and present service of Bidder. Vendors/Contractors shall be current on all amounts due to the Town prior to the Town entering into any contract agreement.

Proposals will not receive consideration unless submitted in accordance with the following instructions for Bidders. Bids must be signed and authenticated. Please mark envelopes plainly:

2020 Snow Removal and Ice Control Bid.

Written questions should be directed by mail or email to Town Manager at PO Box 100, Island Falls, Maine 04747 or tmislandfalls@fairpoint.net, up until five (5) days prior to bid opening.

Please submit three (3) copies of your proposal to the Town by

Tuesday, June 23, 2020 at 2:00 p.m.

Proposals will be opened publicly, reviewed and compiled for the next Selectmen's meeting, June 24, 2020 at 4:30 P.M. and will thereafter become part of the public record. Proposals must be delivered to Town Manager, PO Box 100, Island Falls, Maine 04747, on or before the date and time appointed. No proposals will be accepted after the time and date listed above.

Sincerely,

Jutta Beyer

Town of Island Falls
P.O. Box 100
Island Falls, Maine 04747 Snowbid #08-2020

**Notice to Contractors
Town of Island Falls, Maine**

REQUEST FOR BIDS

Notice is hereby given that the Town of Island Falls is seeking bids for **Snow Removal and Ice Control**. The Scope of Services to be performed under the Contract Documents in general consists of snow plowing and ice control services of approximately 11.30 miles of roadway and town parking lots, as well as school bus turnarounds, in accordance with specifications currently on file and which may be picked up in the front office at the Town of Island Falls, located at 68 Houlton Road, Island Falls, Maine 04747. Completed bids are due in the Island Falls Town Office no later than 2:00 p.m. on **Tuesday, June 23, 2020**. Bids will be opened publicly, then reviewed and compiled for the June 24, 2020 Selectmen's meeting, then publicly recorded. The Town of Island Falls reserves the right to reject any or all bids or to accept any bid which, in its judgment, will be in the best interest of the public. No bid shall be withdrawn after opening of bids without the consent of the Town of Island Falls, for a period of forty-five (45) days. Only bids responsive to the provisions of the specifications will be considered.

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SECTION 1 – CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term “or approved equal”, if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the Town. Prices stated are to be “delivered to destination.”
3. Bid proposals must be completed in full, in ink and must be signed by a firm official. Bid proposal must be notarized prior to the bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening.
4. Bids will be opened publicly, then reviewed and compiled for selectmen’s meeting. Bidders or representatives may be present at bid opening.
5. Awards may be made to the lowest bidder, considering the quality of materials, date of delivery, cost which meets specifications and is in the best interest to the Town of Island Falls.
6. No contract may be assigned without consent of the Town Manager or his designee. The contract shall not be considered valid until a contract has been issued to the successful bidder.
7. The Town of Island Falls reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the Town of Island Falls.

SECTION 2 – SCOPE OF WORK.

1. Introduction.

The population of Island Falls is approximately 847. The Town of Island Falls currently maintains 11.30 miles of public roadway, sidewalks, etc. during the winter months. Currently, Snow Removal and Ice control is serviced by private contractors on an annual basis.

2. Existing Service.

Currently there is no contract.

3. Intended Service.

It is the intent of these Bid Specifications to require the complete and satisfactory Snow Removal and Ice Control of all public roadways, school bus turn-a-rounds, and town owned parking lots.

The Town is seeking a qualified Contractor to provide the following Snow Removal and Ice Control services with the following bid specifications:

- A. **Time of Removal, Pretreatment.** Contractor will commence plowing and sanding when snow on the pavement has reached a depth of one inch if the snow is wet and two inches if dry. Operations will continue until the highways are cleared of snow to the outside shoulders. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. Immediately after the extreme conditions have subsided, snow will be removed to the outside of the shoulders of the highways and other designated areas.
- B. **Snow Removal.** Snow on the below-described ways shall be removed to the outside edges of the shoulders to permit drainage for the road surface. To minimize drifting and provide storage for future storms, the snow banks at the outside edges of the shoulders of the road shall be winged back as necessary. At such times as the Town's Representative shall direct, the Contractor will remove compacted snow and ice from the highway, insofar as possible so that three and one half (3 1/2) feet of pavement will be exposed on each side of the centerline. The Contractor will keep all intersections from accumulated snow as to ensure safe visibility and travel. School bus turn-a-rounds shall also be kept plowed to enable safe turning of the school buses.
(The Town shall work with the Superintendent of Schools as to where the turn-a-rounds will be located.)
- C. **Salt/Sanding.** The Contractor or persons acting for the contractor shall apply salt and sand to any and all portions of any listed roads that may, in the judgment of the Road Commissioner, the Town, or any Law Enforcement Agency, require it. Such sanding shall be made as frequently as the Municipal Officers or Town Manager deem necessary for the safety of the public. Salt/Sand will be applied as needed in meeting item (b) of this specification.
- D. **Salt Reserve.** The Town will supply 1 load of salt to be kept separate for application to the in-town streets only. Any additional salt needed above the 92 tons, will be supplied to the town by the contractor. Contractor will seek out permission prior to ordering more salt or sand.
- E. **Salt/Sand Reserve.** The Town will provide a combined total of up to 800 cubic yards of salt and sand mix, kept exclusively at the town's salt/sand shed. The contractor will be responsible to mix the salt and sand at storage shed location.
- F. **Salt/Sand Application.** Trucks should be equipped with either tailgate or hopper sanders, which may be capable of calibrating the amount of material spread per mile to ensure evenness of application. When the application of pure salt is used, the Contractor shall do so in such a manner to avoid the application of excessive quantities. The Contractor agrees to comply with the directions of the Town's Representative concerning the application of pure salt.
- G. **Callback.** The Contractor must have the capacity to respond to a call for the removal of snow or slush from the roadways or the sanding of icy roadways in 30 minutes or less.

H. **Equipment.** For each and every storm, Contractor shall at all times have two (2) trucks capable of plowing. One such truck will maintain the roads inside the Town limits and one truck will maintain the roads outside the Town limits, to make sure all roads are passable at all times and to meet the requirements of this contract.

SECTION 3 – SERVICE EXCEPTIONS. No Service Exceptions.

SECTION 4 – CONTRACTOR RESPONSIBILITIES & GENERAL CONDITIONS.

1. **Physical Characteristics.**

Each bidder is required to become completely familiar with all physical characteristics of the Island Falls Roads, Parking Lots, and Turn-a-rounds.

2. **Town Policies & Ordinances.**

It shall be the responsibility of the Contractor to learn and adhere to the Town's policies and ordinances as they relate to Snow Removal and Ice Control, unless otherwise specified in these bid specifications.

3. **Accepted Practices, Damages.**

The contractor shall be responsible for all damages which occur from mishandling during Snow Removal and Ice Control operations. When necessary, the contractor shall replace damaged items with a similar item. The contractor will follow the generally accepted methods and practices of plowing and sanding to ensure a reasonable degree of safe conditions are available to the driving public. Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by the Contractor and monitored by the Town.

4. **Equipment, Material & Labor.**

All equipment, materials and labor required to complete Snow Removal and Ice Control maintenance shall be supplied by the contractor unless otherwise specified in these bid specifications. The contractor agrees to provide equipment designed to provide quality services. The contractor shall comply with all Federal and State Laws, Regulations and Town Ordinances and Policies relating to Snow Removal and Ice Control. The Contractor shall maintain all Snow Removal Equipment. Any reserve vehicles, and equipment used in the performance of this contract, shall be maintained in good operating condition and repair, in accordance with Federal, State and Town laws, regulations, or rules. At no time during its term shall the Contractor be unable to comply with any and all provisions of the contract due to the condition of its vehicles or equipment.

5. **Scavenging.**

No scavenging of the grounds shall be permitted by the contractor's employees during snow removal operations.

6. **Dumping.**

No snow removal vehicle shall be permitted to empty or partially empty snow, salt, or sand unless in a designated area approved by the Town. Exceptions will be given with Town approval.

7. **Contract Term.**

Upon entering service contract, the Contractor will begin Snow Removal and Ice Control services on October 1, 2020. The Contractor's Representative, or their duly authorized designee, shall be on-call and reachable without delay.

8. **Contract Extension.**

The term of this agreement shall commence as of October 1, 2020 and, unless terminated as provided in Article 11 hereof, shall terminate no later than May 31st 2023. The parties may mutually agree to extend this Contract for up to two (2) additional years on an annual basis and under all of the terms of this Contract. The Contractor must notify the Town in writing by May 1st if the Contractor would prefer to extend the contract in for the upcoming Winter Season.

9. **Contract Assignment, Subletting.**

This contract may not be assigned, sublet, or transferred without written consent of the town.

10. **Contract Auto-Renew.**

This contract will not auto-renew.

11. **Contract Termination.**

Notwithstanding any other provision of this contract, the Contractor and/or the Surety shall be in default and the Town, in its sole discretion may terminate this contract, if the Contractor and/or the Surety:

- a. fails to begin the Work as required by the Contract;
- b. fails to perform the Work with sufficient workers and equipment or materials to meet the terms of the Contract;
- c. discontinues the prosecution of the Work;
- d. fails to resume work which has been discontinued within a reasonable time after notice to do so;
- e. subcontracts any of the Work without the approval of the town;
- f. 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;
or
- g. fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the town;

- h. fails to perform the Work in a satisfactory manner as determined solely by the town. The town may remedy such noncompliance with Town or contracted forces and terminate the contract and/or deduct the cost thereof from payments otherwise due the Contractor. Notice of termination, and the reasons for such, shall be provided in writing by certified mail or personal delivery to the Contractor. In emergency situations, notice may be provided verbally with written notice mailed or delivered as soon thereafter as practicable. At its sole option, the Town, in the event that circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

The town may terminate this Contract for convenience for any reason that is in the best interest of the Town. Such reason may include non-appropriation of funds by the Town. Terminations caused without the fault or and for reasons beyond the control of the contractor shall be considered terminations for convenience. The Town will notify the Contractor of such terminations by sending a notice of Termination for Convenience. In case of a termination for convenience, all work completed as of the date of termination will be paid by prorating the date and all remaining amounts payable under this Contract. Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

12. Complaint Resolution.

The Contractor will provide prompt responses to all customer concerns regarding the safe maintenance of the town's public roadways, sidewalks, lots, and school bus turnarounds. The contractor will document all complaints, names, address, contact information, and remedies.

The contractor shall forward weekly to the Town Manager a list of all complaints which were received during maintenance activities. All complaints received by the Contractor shall be investigated and resolved by the Contractor's representative within 24 hours or the next business day. The contractor shall agree that whenever the Town notifies them, in writing, that the level of service the Town is receiving is unsatisfactory, unresponsive to complaints concerning the level of performance of maintenance services, or the Contractor is unable to deal with members of the public in a tactful and satisfactory manner, the Contractor's Representative shall investigate and resolve the complaint in a method satisfactory to the Town.

13. Employee Training.

The Contractor is responsible for providing the appropriate training and personal protective equipment necessary to protect the health and safety of its own employees. The Town requires the Contractor to participate in the seminar offered by Maine DOT Local Roads Workshop for Snow & Ice Control (local.web@maine.gov) at least once per contract period.

14. Contractor knowledge & conformity.

The Contractor is responsible for becoming familiar with any and all hazards associated with Snow Removal and Ice Control maintenance service.

The Contractor is required to conform to all work safety requirements specified in the pertinent Federal Occupation Safety and Health Administration (OSHA) laws and regulations,

the Maine State Department of Labor Regulations, and the Town's Safety Policies and Ordinances, which apply to the performance of the duties described in these Bid Specifications and shall require any Subcontractors to abide accordingly. Any violation of these rules either by the Contractor or their Subcontractor shall be the sole responsibility of the Contractor.

15. Contractor Qualifications.

The bidding Contractors shall complete the attached Bidder's Questionnaire (Section 5) and include this information with their submitted proposal. The completed questionnaire provides the Town with information to demonstrate the bidding contractor has the required experience and meets qualifications to satisfactorily complete the service contemplated in these bid specifications. Completion and submittal of the Bidder's Questionnaire is required to be submitted with the Contractor's proposal.

Bid Consideration. The only bidders who will be considered will be those who have clearly demonstrated their financial and operational capacity to fully execute this proposal contract.

Inventory of Equipment. The Contractor shall make all vehicles and equipment listed in the attached Bidder's Questionnaire available for inspection and approval by the Town prior to implementation of this contract. The contractor shall present any and all Snow Removal and maintenance vehicles, and other equipment used to support this contract to remove snow and control ice, for inspection and approval by the Town at such times and places as they may reasonably request. The Town reserves the right to accept any and all equipment and vehicles proposed by the Contractor for the performance of work described in these bid specifications. The contractor shall file updates to the list provided in the Bidder's Questionnaire so that the Town has at all times an accurate list of all vehicles and equipment currently being used by the Contractor in the performance of this Contract. The Contractor shall notify the Town prior to the addition of another vehicle or the substitution of any vehicle. New or substitute vehicles may, at the option of the Town, be inspected and approved prior to being used by the Contractor for the performance of an awarded contract.

16. Bonding.

Proposals will only be considered if accompanied by separate bid securities in the form of a bond or certified check in the amount of five percent (5%) of the total bid price, made out in favor of the Town of Island Falls. All bid securities will be released upon deliverance of a signed contract or, if no contract award is made, within forty-five (45) days after the opening of the proposals, unless forfeited as a result of a failure to execute the contract or to provide the required performance bond.

To guarantee against breach of contract or default, the Bidder shall be required to secure a performance bond held and firmly bound onto the Town of Island Falls, PO Box 100, Island Falls, Maine 04747. Performance bonds shall be required of the successful bidder in a form acceptable to the Town, executed by a surety company duly authorized to do business in the State of Maine, in the amount of 65% of the total sum for the term of this contract as security for the faithful performance of this contract.

17. Insurance and Liability.

The contractor shall implement and maintain a workplace safety program in concurrence with the occupational health and safety standards germane to snow removal and ice control services. The Contractor shall indemnify and hold harmless the Town for any injuries or accidents sustained while Contractor performs work or activities contained in these Bid Specifications.

The contractor shall procure and maintain for the life of this contract, insurance of the types and limits specified below. Certificates of such insurance showing policies and adequacy of protection shall be filed with the Town for approval before permission to commence work will be granted. The Town of Island Falls shall also be named on each policy as an additional insured.

Insurance Requirements.

- a. **WORKERS' COMPENSATION INSURANCE** for all individuals employed at the site of the project in accordance with State of Maine Laws in effect and requirements of the Industrial Accident Commission. Contractors not required to maintain insurance will provide a current Predetermination status approved by the State of Maine Workers' Compensation Board.
- b. **GENERAL LIABILITY INSURANCE** with minimum limits of liability for bodily injury in the amount of \$1,000,000 combined single unit and minimum limits of liability for property damage in the amount of \$400,000 combined single limit. General liability coverage shall include Owners' or Contractors' Protective, bodily Injury (occurrence & aggregate) Property Damage, and Umbrella.
- c. **AUTO LIABILITY INSURANCE** with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits for property damages in the amount of \$250,000. Automobile liability coverage shall include owned, hired, and non-owned vehicles.
- d. **Proof and Notice.** The Contractor shall provide the Town Manager with a certificate of proof of insurance no later than October 1st of each year of the contract. The Contractor shall instruct his insurance company to notify the Town Manager if insurance is cancelled at any time during the contract period. The Contractor shall provide a copy of this instruction to the Town.

18. Miscellaneous.

Each bidder shall make his/her own examinations and estimates and shall not hold the Town, its agents, or employees responsible for or bound by, any schedule, estimate, or any plan thereof; and shall, if any error in plan, drawing specifications or direction relating to anything to be done under this Contract comes to his/her knowledge, report it at once, in writing, to the Town Manager. The cost and expense of all the necessary labor, tools and equipment required to complete the work shall be included in the prices stated in the proposal.

The Bid Solicitation, Bid Sheets, and Contractor Proposals shall become part of the entire contract between the parties.

Payments. The Town shall make monthly payments for the faithful performance of the contract unless a breach occurs, the contract is terminated, or the Contractor fails to perform, etc.

Dispute Resolution Costs and Expenses. In the event of any dispute between or involving the Town and the contractor, whether resolved by arbitration, litigation or some other mechanism of dispute resolution, the contractor shall reimburse the Town for its attorney's fees and costs reasonably incurred in connection with the resolution of dispute.

Duty to Notify Town if Ambiguities Discovered. The Contractor shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") contained in the Bid Specifications that may significantly affect the cost, quality, conformity, or timeliness of the work. If the contractor discovers any such ambiguity, etc., for which the contractor may seek adjustments to compensation, time or other contract requirements, the Contractor shall provide written notice stating the nature of the ambiguity, etc. within 48 hours of discovering or being notified of the ambiguity and before performing any work related to the ambiguity, etc. Failure to provide such written notice in compliance with the contract shall constitute a waiver of all claims related to the ambiguity, etc.

19. Contract Administration.

The Town shall administer the provisions of these bid specifications. The Snow Removal and Ice Control schedule must all be in a manner satisfactory to the Town. Decisions of the town will be final and condition precedent to the right of the contractor to receive payment under their respective Contract. The Town reserves the right to add or delete portions of the work required under these bid specifications.

20. Funding.

This project is to be funded entirely by the Town. No Federal or State funds are proposed to be used in the performance of the work described in these bid specifications.

21. Severability.

The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

22. Definitions.

- a. Island Falls: Whenever the term Island Falls, or a pronoun in its stead, is used, it shall mean the Town of Island Falls, Maine, a municipality organized and regulated by the laws of the State of Maine.
- b. Bidder: Companies that submit written proposals in accordance with these specifications.
- c. Contractor: The successful Bidder chosen by the Town.

- d. **Qualified Bidder:** An organization or individual who, in the sole opinion of the Town, meets the expectations of the bid including, but not limited to, the following:

Bidder qualifications, price, experience, financial record, solvency, financial standing with the Town, licenses, warranties, references, insurance bonding, delivery date, and service of the Bidder.

SECTION 5 –GENERAL BIDDING PROCESS/REQUIREMENTS/CONTRACT

1. Bidding Instruction/Process.

- a. Read Bid Specifications.
- b. Submit letter of intent and include contact person information.
- c. Attend mandatory scheduled pre-bid meeting (if scheduled).
- d. Submit any proposal questions in writing to contact 1 listed in section 13, until five days prior to the due date.
- e. Provide proof of bonding/insurance.
- f. Submit proposals prior to bid date.
- g. Town will conduct a public bid opening/review, proceed with evaluating all proposals, and then make a contractual award to the successful bidder in accordance with these specifications.

2. Contact Town Information.

The following names and contacts shall be used by the contractor when contacting the Town:

Town Contact	Town Manager
Jutta Beyer	207.463.2246 or tmislandfalls@fairpoint.net

3. Bidder's Questionnaire.

A. Bidders are required to submit under a separate cover, on their own letterhead, the answers to the following questions in sections a-f below:

1. **The Contractor's Organization.** Briefly describe the organizational structure of your firm and that of any proposed Subcontractors. The description will include the name and address of the owner, all principals and/or partners, and also include a certified copy of the firm's certificate to do business in the State of Maine.
2. **Contractor History.** Provide a brief history of the Contractor's experience providing Snow Removal and Ice Control maintenance services. State whether there are, or have been, any claims or litigation occurring within the past five

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years, pending against your firm. If so, state the nature of the claim, the parties involved, and the status of these claims.

3. **Contractor Equipment.** Identify the equipment you propose to utilize in the execution of this proposal. List all vehicles, specifying size, year, make, and model. The number of vehicles to be used shall be specified, as well as the availability of stand-by equipment. Any auxiliary equipment which will be used in the maintenance of snow removal and ice control shall be specified as to the type, year, and model. All leased equipment shall be listed separately and the time remaining on each leased machine shall be shown as well as options for renewal. The vehicles listed must be available for inspection, by the Town, or its designee, prior to the award and implementation of a Contract.
4. **Contractor Managers.** Identify the key individual who will serve as the contractor's Representative for this assignment and chief point of contact for all matters. Please provide a copy of the resume of the proposed Contractor's representative and other key management staff that will be responsible for implementing this contract.
5. **Complaint Resolution.** Submit a copy of the proposed complaint resolution policy and procedures to be utilized by your firm in the event a resident is dissatisfied with your firm's service. In addition, attach a sample form that will be sent to the Town on a weekly basis detailing complaints received, disposition, and remedy.
6. **References.** List the names, addresses and telephone numbers of representatives of five most current municipal clients (not Island Falls), located in Maine, the contracted prices for the municipalities, and size of sites maintained by your firm. Discuss your firm's experience with programs similar in nature/scope to Snow and Ice Removal services described in these Bid specifications. Describe your firm's current projects and explain how these projects will affect the service you will provide to Island Falls.

Town of Island Falls
P.O. Box 100
Island Falls, Maine 04747 Snowbid #08-2020

4. Bid Proposal Form.

Town Of Island Falls
Snow Removal and Ice Control
Bid Proposal Form
Due: June 16, 2020

To: Town of Island Falls
Town Manager
PO Box 100
Island Falls, Maine 04747

The undersigned individual/firm/business guarantees this price for thirty (30) days from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, firm, or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent has read and agreed to all of the terms, request, or conditions written herein by the Town of Island Falls, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standard as listed above.

Signature _____ Name(printed) _____

Title _____ Company _____

Address _____

Telephone _____ Fax _____

Email _____

Bid Price 2020:\$ _____ per mile.

State of Maine _____,SS Date _____

Personally appeared _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

Town of Island Falls
P.O. Box 100
Island Falls, Maine 04747 Snowbid #08-2020
Notary Public

Printed Name

Commission Expires _____

5. Snow Removal and Ice Control Location(s).

The Contractor, or persons acting for the Contractor shall plow and remove snow from and apply salt/sand to 11.30 miles, more or less, of public ways in the Town of Island Falls, Aroostook County, Maine, consisting of certain town ways and State Aid roads within the boundaries of the said Town and including those specific sites listed below, in accordance with State of Maine snow removal laws. The three year (3) contract with extension option begins in the snow season commencing in the fall of 2020. A snow season is defined as the time period between October 1st and May 31st inclusive, recognizing that occasionally snowfall might occur before or after said dates. Routes and mileage and sites are described as follows:

Street	Type	Feet	Notes	Street	Type	Feet	Notes
Burleigh St.	Salt/Sand	790		Walker Settlement Rd.	Sand/Salt	4524	
David St.	Salt/Sand	964		Beaver Dam Point	Sand/Salt	3354	
Williams St.	Salt/Sand	753		Brooks Rd.	Sand/Salt	1353	
High St.	Salt/Sand	661		Willis Ln.	Sand/Salt	1430	
Pleasant St.	Salt/Sand	555		Willis Ln. Cross Rt 2	Sand/Salt	332	
Harding St.	Salt/Sand	1424		Hosford Rd./Drew Dr.	Sand/Salt	2167	
Sewall St. to New Septage Tanks	Salt/Sand*	4693	*	Belvedere Rd.	Sand/Salt	8990	
River St.	Salt/Sand	557		Cold Brook Rd.	Sand/Salt	4080	
Church St.	Salt/Sand	674		Michaud Rd.	Sand/Salt	740	
Fairfield St.	Salt/Sand	1175		Merriman Rd.	Sand/Salt	3494	
Cleaves St.	Salt/Sand	1214		Dow Farm Rd to Grant Rd	Sand/Salt	2919	
Library St.	Salt/Sand	930		Bog Brook Rd	Sand/Salt	5238	
Old Patten Road to bridge	Salt/Sand	3156					
Rt 159/Old Patten to Bus Turn-around	Salt/Sand	3024		Municipal Office P-Lot	Salt		***
Nina Sawyer Ln.	Salt/Sand	460		Fire Dept Lot	Salt		***
Total Distance		21030					
Total Salt Only		18006					
Total Sand/Salt		3024		Total Distance (Sand/Salt only)		38621	
Grand Total (Miles):		11.30	Miles				
Notes: * To end of Pavement only.; ** Salt only if required							
*** Town Personnel maintain during business hours / after business hours and w/e plow contractor							

TOWN SIDEWALKS

The Town of Island Falls will be responsible to remove snow from the town sidewalks upon the conclusion of snow storm. The contractor will provide assistance when it becomes necessary for snow removal from the sidewalks with a bucket loader or other similar equipment. The town will make the decision for this assistance when it becomes necessary to remove built up snow banks, etc., which may preclude the town’s equipment from completing the removal of snow in a satisfactory manner.

Snow Removal and Ice Control Maintenance Contract

This Contract made this day of 07/02, 2020 between the Town of Island Falls, hereinafter referred to as the Town, and J.L. Derosier Custom Building Inc., hereinafter referred to as the Contractor, for the Town of Island Falls Snow Removal and Ice Control Maintenance Contract.

The Contractor hereby agrees as hereinafter set forth:

TO PROVIDE services as herein specified and if not able to specifically comply, have included proposed alternatives as attachments hereto.

1. **The Work.** For and in consideration of the payments to be made by the Town to the Contractor, ~~and according to the terms of the Contract Bond~~, the Town and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work:

The Contractor or persons acting for the Contractor shall plow and remove snow from and apply salt/sand to 11.30 miles, more or less, of public ways in the Town of Island Falls, Aroostook County, Maine, consisting of certain town ways and State Aid roads within the boundaries of the said Town and including those specific sites listed below, in accordance with State of Maine snow removal laws. The three year (3) contract with extension option begins in the snow season commencing in the fall of 2020 and ends in the spring of 2023. A snow season is defined as the time period between October 1st and May 31st inclusive, recognizing that occasionally snowfall might occur before or after said dates; and other maintenance required to fulfill the contract in accordance with the price per month per location included in the Contractor’s Proposal and this Contract; and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the Specifications and Contract Documents and Contract Bond which are essential documents of and made a part of this Contract.

Town way Snow and Ice Removal.

Street	Type	Feet	Notes		Street	Type	Feet	Notes
Burleigh St.	Salt/Sand	790			Walker Settlement Rd.	Sand/Salt	4524	
David St.	Salt/Sand	964			Beaver Dam Point	Sand/Salt	3354	
Williams St.	Salt/Sand	753			Brooks Rd.	Sand/Salt	1353	
High St.	Salt/Sand	661			Willis Ln.	Sand/Salt	1430	
Pleasant St.	Salt/Sand	555			Willis Ln. Cross Rt 2	Sand/Salt	332	
Harding St.	Salt/Sand	1424			Hosford Rd./Drew Dr	Sand/	2167	

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					Salt		
Sewall St.to New Septage Tanks	Salt/Sand*	4693	*	Belvedere Rd.	Sand/Salt	8990	
River St.	Salt/Sand	557		Cold Brook Rd.	Sand/Salt	4080	
Church St.	Salt/Sand	674		Michaud Rd.	Sand/Salt	740	
Fairfield St.	Salt/Sand	1175		Merriman Rd.	Sand/Salt	3494	
Cleaves St.	Salt/Sand	1214		Dow Farm Rd to Grant Rd	Sand/Salt	2919	
Library St.	Salt/Sand	930		Bog Brook Rd	Sand/Salt	5238	
Old Patten Road to bridge	Salt/Sand	3156					
Rt 159/Old Patten to Bus Turn-around	Salt/Sand	3024		Municipal Office P- Lot	Salt		***
Nina Sawyer Ln.	Salt/Sand	460		Fire Dept Lot	Salt		***
Total Distance		21030					
Total Salt Only		18006					
Total Sand/Salt		3024		Total Distance (Sand/Salt only)		38621	
Grand Total (Miles):		11.30		Miles			
Notes: * To end of Pavement only.; ** Salt only if required							
*** Town Personnel maintain during business hours / after business hours and w/e plow contractor							

TOWN SIDEWALKS.

The Town of Island Falls will be responsible to remove snow from the town sidewalks upon the conclusion of snow storm. The contractor will provide assistance when it becomes necessary for snow removal from the sidewalks with a bucket loader or other similar equipment. The town will make the decision for this assistance when it becomes necessary to remove built up snow banks, etc., which may preclude the town's equipment from completing the removal of snow in a satisfactory manner.

2. **Contract Term.** The term of this contract is for three (3) years, from October 1, 2020 and, unless terminated as provided in Article 11 hereof, shall terminate no later than May 31st 2023. The parties may mutually agree to extend this Contract for up to two (2) additional years on an annual basis and under all of the terms of this Contract. The Contractor must notify the Town in writing by May 1st if the Contractor would prefer to extend the contract for the upcoming Winter Season.

3. **Payments.** The Town agrees to pay the Contractor the "Base Lump Sum" payment of seventysixthousandandeighthundredandforty dollars (\$76,840.00), each season, for all work

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conforming to the terms of this Contract. For each additional year of the Contract, beyond the initial Contract year, a 1% escalation factor shall also be added to the Base Lump Sum. Each Winter Season's total payment shall be made in seven installments as specified below:

- 1/7th of the total price on November 1
- 1/7th of the total price on December 1
- 1/7th of the total price on January 2
- 1/7th of the total price on February 1
- 1/7th of the total price on March 1
- 1/7th of the total price on April 1
- 1/7th of the total price on May 1-after work/damages are completed/repaired/deducted and approved by Town Manager.

3a. Extraordinary Costs.

1. Extraordinary Fuel Cost – In the event that the average price of diesel fuel exceeds \$ _____ per gallon during the plow season, the town shall compensate the contractor the difference between the above stated \$ _____ per gallon rate multiplied by the number of actual gallons used up to the limit of this section.

2. Records Required – To be compensated for extraordinary costs, the contractor shall supply the town with a listing of all plow events for the season prior to the last invoice, a record of fuel purchases attributable to the performance of this contract, and a record of the diesel price paid.

3. Limitation – In no case shall compensation for extraordinary costs exceed five percent (5%) of the annual contract total as agreed.

4. Work Standards.

(a) Contractor will commence plowing and material application operations no later than when snow on the pavement has reached a depth of one inch, if the snow is wet, and two inch, if dry. Operations will continue until the highways are cleared of snow to the outside shoulders. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. Immediately after the extreme conditions have subsided snow will be removed to the outside of the shoulders of the highways. Contractor's equipment must be located within a 10-mile radius of the project. Contractor personnel must have cell phones or radio equipped vehicles so that messages of urgency can reach all necessary personnel within a half hour period.

(b) The Contractor shall use appropriate methods and practices of plowing and material application to ensure continuity of operations with adjacent plow routes that may be addressed by municipal forces, state forces, or other contractors. Such methods shall also assure that the speed of the plows is low enough to assure efficient plowing and material use and that appropriate care is taken to minimize the potential for damage to personal property adjacent to the highway (such as mailboxes).

(c) At such times as the Town's Representative shall direct the Contractor will remove compacted snow and ice from the highway, insofar as possible, so that at least 3 ½ feet of pavement will be exposed on each side of the centerline. If deemed necessary by the Town's Representative, the Contractor may be required to remove all compacted snow and ice on the paved portion of the highway.

(d) The Contractor shall schedule work such that by noon of the day following the end of a storm, at least half of the pavement will be exposed on each side of the centerline.

5. **Assignment of Contract.** The Contract shall be deemed to be exclusive between the Town and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Town. The Town may refuse to accept any substitute Contractor for any reason.

6. **Equipment Requirements.** The Contractor must furnish the equipment listed in its "Bid Specs/For Snow Removal & Ice Control Contract", plus such additional equipment that may be necessary to perform this contract in an efficient and workmanlike manner as determined by the town's Representative.

a) Trucks should be equipped with either tailgate or hopper sanders, or other device which may be capable of calibrating the amount of material spread per mile to ensure evenness of application. When the application of pure salt is used, the Contractor shall do so in such a manner to avoid the application of excessive quantities. The Contractor agrees to comply with the directions of the Town's Representative concerning the application of pure salt.

b) The Contractor shall, at the end of each storm event, record the total material quantities used in performing the Work and provide such information to the Town upon request. The total material quantities used shall also be maintained in a season log that indicates the dates of when the roads had to be treated and the types of materials used on each of those dates throughout the winter season. This seasonal log must be submitted to the following address prior to final payment at the end of each Winter Season: Town of Island Falls, Town Manager, PO Box 100, Island Falls, ME 04747.

7. **Salt Reserve.** The Town will supply ~~1 load~~ of salt to be kept separate for application to the in-town streets only. ~~Any additional salt needed above the 92 tons, will be supplied to the town by the contractor. Contractor will seek out permission prior to ordering more salt or sand.~~

8. **Salt/Sand Reserve.** The Town will provide a combined total of up to 800 cubic yards of salt and sand mix, kept exclusively at the town's salt/sand shed. The contractor will be responsible to mix the salt and sand at storage shed location.

9. **Property Damage.** Contractor agrees to reimburse the town for the replacement of guard rail, guard rail posts, signs, sign posts, guard posts, bridge railings or abutments damaged by the Contractor if resulting from the Contractor's negligence as determined by the town's Representative.

10. Liability Insurance. The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

Workers' Compensation For all work performed by the Contractor and any subcontractor, the Contractor and each subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine.

Commercial General Liability With respect to all work performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability insurance in an amount not less than \$100,000.00 per occurrence and \$400,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Town as provided in this Contract.

Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$300,000.00 per occurrence.

Administrative & General Provisions Additional Insured. Each policy with the exception of Workers' Compensation and Professional Liability insurance shall name the Town of Island Falls as an additional insured. 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.

11. Indemnification. The Contractor hereby indemnifies, defends and holds harmless the town and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease or death) and/or tangible property damage arising out of or resulting from the performance of the Work by the Contractor, and its subcontractors, sub-consultants, engineers, suppliers, any individuals or entities directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Damages covered by the preceding sentence include, but are not limited to, all dispute resolution costs including court costs, attorney's fees, and the fees of engineers, arbitrators, and other professionals related to dispute defense and preparation.

12. Termination. Notwithstanding any other provision of this Contract, the Contractor and/or the Surety shall be in default and the town, in its sole discretion may terminate this Contract, if the Contractor and/or the Surety: (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 meet 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; (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; or (vii) fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the town; (viii) fails to perform the Work in a satisfactory manner as determined solely by the town. The town may remedy such noncompliance with town or contracted forces and terminate the Contract and/or deduct the cost thereof from payments otherwise due the Contractor.

Notice of termination, and the reasons for such, shall be provided in writing by certified mail or personal delivery to the Contractor. In emergency situations, notice may be provided verbally with written notice mailed or delivered as soon thereafter as practicable. At its sole option, the town, in the event that circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

The town may terminate this Contract for convenience for any reason that is in the best interest of the town. Such reason may include non-appropriation of funds by the town. Terminations caused without the fault or and for reasons beyond the control of the Contractor shall be considered terminations for convenience. The Town will notify the Contractor of such terminations by sending a Notice of Termination for Convenience. In case of a termination for convenience, all work completed as of the date of termination will be paid by prorating by date all remaining amounts payable under this Contract. Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

13. Severability. The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

14. Final Payment. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Town to the Contractor as follows: As soon as the work under this contract is completed and accepted by the Town. Within thirty (30) days after approval by the Town Manager of the final estimate of payment, payment will be issued to the Contractor.

15. Assignment of Contract. The Contract shall be deemed to be exclusive between Town and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Town. The Town may refuse to accept any substitute Contractor for any reason.

16. Notices. Written notices between Town and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

- a. If to the Town: Town of Island Falls

Town of Island Falls
P.O. Box 100
Island Falls, Maine 04747 Snowbid #08-2020
PO Box 100
Island Falls, Maine 04747
Attn: Town Manager

b. If to the Contractor: J.L. Derosier Custom Building Inc
57 Crystal Road
Crystal, ME 04747
Attn: Jason Derosier

c. Either party may change its mailing address by giving notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

17. Entire Contract. This Contract (including the contract documents and bid specifications) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the Specifications and Contract Documents, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Town and Contractor.

This Contract is executed that day and year first written above.

18. Contractor Investigation. The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the Town that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the Town will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

19. General Provisions.

(a) Incorporation by Reference. The advertised “Notice to Contractors”, the “Bidding & Contracting Requirements for Contracts For Snow Plowing & Ice Control”, “Bid Specifications”, all addenda signed by the Town, and the Contractor’s “Bid For Snow Plowing & Ice Removal Contract” are Hereby incorporated herein by reference and made a part of this Contract.

(b) Nondiscrimination. The Contractor agrees to comply with the nondiscrimination and affirmative action provisions at 5 M.R.S.A. § 784 (2), which are hereby incorporated by reference.

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(c) Funding. This Contract, including any extensions thereof, is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Town in excess of such appropriations.

Town of Island Falls
PO Box 100
Island Falls, Maine
04747

ATTEST:

By _____
Town Manager

By _____
Kelly Ripley, Clerk

J.L. Derosier Custom Building Inc
57 Crystal Road
Crystal, ME 04747

(Contractor Name and Address)

ATTEST:

By _____