



TOWN OF WHITEFIELD
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES, 2021 –2024

2021- 2024 Snow Removal and Ice Control Services

Information for Bidders

The **Town of Whitefield Maine** is seeking proposals for **Snow Removal and Ice Control Services**. Persons interested in this work should read the Contract posted on our website at townofwhitefield.com or you may stop by the Town Office for a copy of the document for submittal of their proposals. The contract is not valid unless or until it is accepted by the town.

Bids are due by 3 pm on May 11th, 2021 and will be opened the same day at **the Select Board Meeting held at 6 pm** at the Whitefield Town Fire and Rescue building located at 24 Townhouse Road. A bid form, to be filled out and submitted with the Contract, is included at the end of the contract.

The Town of Whitefield reserves the right to reject any, and all, proposals and may negotiate with an apparent successful bidder to modify the scope of the work as indicated in the contract document.

Proposals must be submitted in a plain envelope marked, **“2021 Snow Removal”** and include the complete, executed contract document. The proposal must be submitted to:

“2021 Snow Removal”
Town of Whitefield
36 Townhouse Road
Whitefield, Maine 04353

(207) 549-5175



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2021- 2024 Snow Removal and Ice Control Services Contract

This Contract is made by and between the Town of Whitefield, Maine (“Town”) and _____ (“Contractor”) for the purpose of providing snow and ice control on the Town’s roads.

In consideration of the mutual considerations herein, the parties agree as follows:

1. SCOPE OF WORK

The Contractor shall remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same on the sections of roadway listed in Appendix A. The Town will set priorities of the maintenance of roads to be followed by the Contractor. These are generally described in the Appendix A, but may be altered by the Town during specific storm events or due to other conditions at the discretion of the Town. Additionally, the Contractor shall provide snow removal and sanding for three fire stations, four dry hydrant locations, the Salt and Sand storage Building, the Recycling Building, and the Town Office. Specifications for these locations are contained in Appendix B. In all instances, the goal of this Contract is to maintain roadways and other public areas in a safe and passable condition during ice and snow storm events.

2. TERM OF CONTRACT

The initial term of the contract is for three years, from the Winter of 2021-2022 through the Winter of 2023-2024. The parties may mutually agree to extend this Contract for up to three additional years on an annual basis and under all of the terms of this Contract. The Contractor must notify the Town in writing by December 31st, if the Contractor desires to extend the Contract for the upcoming Winter Season.

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

3. CONTRACT SUM

3.1 The Town shall pay the Contractor for the performance of the Contract as follows. (Note: sand and salt are provided by the Town as specified in Section 6.)

2021 – 2022 Winter Season: _____
2022 – 2023 Winter Season: _____
2023 – 2024 Winter Season: _____
Total Contract Sum: _____



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3.2 Each Winter Season's total payment shall be made in six equal installments on the first payroll of each month beginning in November of each of the three Winter Seasons.

3.3 The Contractor shall be responsible for paying all bills for labor, materials, equipment, fuel, and other items incurred in the performance of this Contract. During the months of November through April of each Winter Season, the Contractor shall be responsible for payment of electrical bills at the Town's Sand and Salt Building, less \$15.00 per month. The amounts of these charges will be deducted from the payments in section 3.2. If the price of diesel fuel used for contracted vehicles in execution of this Contract within the Town exceeds \$5.00 per gallon, the Town will pay the per gallon cost in excess of that amount. Receipts demonstrating such fuel costs must be provided to the Town within fourteen days of incurring the charges and reimbursement will be made annually.

4. WORK STANDARDS

4.1 The Contractor shall commence plowing and sand and salt application operations no later than when snow on the pavement has reached a depth of one-half inch if the snow is wet and one inch if dry. Sanding and salting shall commence upon any accumulation of ice on roads. The Town may direct that activities commence under different conditions as may be necessary to protect public safety under specific road or storm conditions. 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 personnel must have cell phones or radio equipped vehicles so that messages of urgency can reach the plowing or sanding vehicles without delay. The Contractor shall provide a local supervisor who is at all times immediately available to direct operations and communicate with the Town.

4.2 The Contractor shall use appropriate methods and practices of plowing and sand and salt 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 ensure that the speed of the plows is low enough to allow efficient plowing and sand and salt use and that appropriate care is taken to minimize the potential for damage to personal property adjacent to the highway (such as mailboxes). Maine Department of Transportation methods and precautions shall be followed.

4.3 The Contractor shall pay particular attention to the commuter hours that exist Monday through Friday during the morning hours from 4:00 a.m. through 8:00 a.m. and during the evening commuter hours from 3:00 p.m. through 8:00 p.m. These hours will require a higher level of service in the form of shorter plowing cycle times and additional sand and salt usage. Conversely, between the hours of 8:00 p.m. and 4:00 a.m., longer cycle times and less sand and salt usage is normal; however, the Contractor shall maintain a presence on the roads to ensure that conditions remain acceptable.

4.4 The Contractor shall work such that the roads shall be returned to bare pavement within 24 hours following the end of the storm precipitation. During the day following the end of each



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storm, the Contractor shall also assure that all snow banks are pushed back to sufficiently allow snow storage for subsequent storms.

4.5 The Contractor shall maintain a supply of sand outside the Sand and Salt Building for use by residents of the Town. The Contractor shall ensure sand is available to residents throughout the Winter Season inside the structure built for that purpose.

4.6 The Contractor shall take the measures necessary to minimize the spillage of sand and salt mixture outside of the Sand and Salt Building. Trucks will be loaded inside the building whenever feasible. Spilled sand and salt mixture will be cleaned up promptly and the area will be cleaned in the spring prior to May 1st.

5. EQUIPMENT REQUIREMENTS

5.1 The Contractor must furnish the equipment listed in its bid documents plus such additional equipment that may be necessary to perform this contract in an efficient and effective manner. At the start of each season and as required throughout, the Town shall have the full authority to accept or reject any and all equipment that is used to perform the Work. Equipment shall be available for the Town’s inspection by September 15 of each contract year. In the event equipment is being acquired and is unavailable, the Contractor shall provide the Town with a valid purchase/lease agreement fully describing the equipment. All vehicles and other equipment used in fulfillment of this Contract shall be maintained in good, safe and operable condition and be available for use at all times.

5.2 The Contractor shall maintain and make available at least the following equipment.

5.2.1 Four trucks with a minimum of two-ton capacity, each equipped with plows, wings and sanders. At least two of these trucks are to be set up for center line sanding.

5.2.1 Two trucks with a minimum capacity of one ton, each equipped with a plow and sander.

5.2.3 One Loader to be kept at Sand & Salt Building for loading trucks and cleaning up the area.

5.3 Trucks must be capable of controlling the amount of sand and/or salt spread to ensure desired application and to avoid the use of excessive quantities.

6. SAND AND SALT

6.1 The Town will supply the sand and salt to be used in conjunction with this Contract.

6.2 It is acknowledged that the Town is not a salt priority town. If straight salt is required for emergency situations, approval must be obtained from the Town.

6.3 In the application of sand and salt, particular attention shall be given to hills, curves and intersections, and extra sand and salt will be applied at such locations as necessary to ensure safe travel conditions.



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6.4 The Contractor shall inform the Town Office whenever additional sand or salt is needed at the Sand/Salt shed.

7 INSURANCE

7.1 At the time of contract signing, the Contractor shall provide an insurance certificate(s) issued by companies acceptable to the Town. The certificate(s) shall identify the specific project and shall name the Town as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten days prior written notice by registered letter has been given to the Town.

7.2 Workers' Compensation Insurance. The Contractor must carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine.

7.3 Automobile. The Contractor must carry Automobile Liability Insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with this Contract in an amount not less than \$1,000,000.00 per occurrence.

7.4 Commercial General Liability. The Contractor and any subcontractors shall carry commercial general liability or other coverage affording equal or greater protection as determined by the Town, in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

7.5 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.

8. BONDS

8.1 Performance and Payment Bonds. The Contractor shall furnish a Contract Bond or irrevocable letter of credit satisfactory to the Town in an amount equal to 100% of the annual contract price. Such bonds must be procured from a company that is (1) organized and operating in the United States licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance and (2) listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bonds must be payable to the "Town of Whitefield" and must be on forms approved by the Select Board. By issuing, executing, or becoming potentially obligated under a bond, the Surety agrees to be bound by all of the terms of this Contract.

8.2 The Contractor shall provide bonds conforming to this Contract by September 15 of each contract year.



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9 SUBCONTRACTING

The Contractor may not subcontract or otherwise transfer any interest in this Contract without prior written approval by the Town. Any work performed by a Subcontractor before approval is at the Contractor's sole risk. All subcontracts of the Contractor, and all lower tier subcontracts, must contain or reference all applicable provisions of this Contract. The Contractor must promptly pay all legitimate subcontractor and supplier claims. The Contractor agrees that the Town may retain and deduct monies otherwise due the Contractor in an amount necessary to pay such claims.

10 PROPERTY DAMAGE

The Contractor agrees to reimburse the Town for the replacement of guardrail, guardrail posts, signs, sign post or guard posts damaged by the Contractor if resulting from the Contractor's negligence as determined by the Town's Representative.

11 INDEMNIFICATION

The Contractor hereby indemnifies, defends and holds harmless the Town and its officers, 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, attorneys fees, and the fees of engineers, arbitrators and other professionals related to dispute defense and preparation.

12 TERMINATION

12.1 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 this Contract;
- (ii) fails to perform the Work with sufficient workers and equipment or materials to meet the terms of this 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;
- (vii) fails to perform the Work in substantial conformity with any material provision of this Contract as determined by the Town; or
- (viii) fails to perform the Work in a satisfactory manner as determined solely by the Town.



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12.2 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.

12.3 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.

12.4 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.

12.5 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 Town Meeting. Terminations caused without the fault of 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.

12.6 In such 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. The Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

13 MISCELLANEOUS PROVISIONS

13.1 This Contract shall be governed by the laws of the State of Maine.

13.2 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.

13.3 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.

14 CONTRACT ADMINISTRATION

14.1 As an independent contractor, the Contractor has the right and duty to supervise and control their own employees.

14.2 The Town has the right to inspect road maintenance operations, and notify the Contractor of any problems, errors, or non-performance. The Town may order that work be done in a satisfactory manner as it may determine. The Town may also determine or alter the priority of roads to be plowed and sanded. The Town may direct when plowing and sanding operations are to begin and end as local conditions warrant.

14.3 The following persons shall be available and authorized to accept communications and direct operations for the Contractor. The Town will be notified promptly of any changes to this information.



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David Boynton Road Commissioner (207) 446-7548

14.4 For the Town, communications shall be directed to the Road Commissioner, the Select Board members, and/or the Town Office staff.

15 AMENDMENT AND SEVERABILITY

This Contract can be amended only by written consent of the Town and the Contractor. If any part of this contract is declared by a Court to be void or unenforceable, the rest of this contract continues to be valid and effective.

IN WITNESS WHEREOF the parties hereby execute this Contract consisting of seven pages, effective upon the latest date below.

FOR THE CONTRACTOR: _____

BY: _____ Date: _____

_____ Witness: _____
Name and Title

FOR THE TOWN OF WHITEFIELD

BY: _____ Date: _____

Lester Sheaffer, Chair Select Board Witness: _____



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APPENDIX A
 List of Roads to be Maintained for Snow and Ice Control

PRIORITY	Surface	ROAD NAME	MILES
1	p	Wiscasset Road (Rt. 218)	3.25
1	p	East River Road (Rt. 218)	4.5
1	p	Mills Road (Rt. 218)	3.1
1	p	Cooper Road	3.53
1	p	Townhouse Road	4.39
1	p	Pittston & Head Tide Roads (Rt. 194)	5.3
1	p	Hunts Meadow Road, North	1.99
1	p	Hunts Meadow Road, Center	2.4
1	p	Hunts Meadow Road, South	1.9
1	p	Main Street (Coopers Mills)	1.1
2	p	Vigue Road	3.28
2	p & g	Devine Road	1.94
2	p	Howe road	2.39
2	g	Doyle Road	1.47
2	p	Sennott Road	1.31
2	p	Hilton Road	2.91
2	p	Heath Road	2.73
2	p	Thayer Road	1.73
2	p	Windsor Road	0.19
3	g	Bailey Road	0.4
3	g	Benner Lane	1.05
3	g	Carleton Road (Hollywood Blvd.)	1.45
3	p	Cookson Road	0.4
3	g	Fowles Road	0.48
3	g	Gorman Lane	0.26
3	g	Henry Lane (part)	0.15
3	g	Jewett Lane	1.1
3	g	Libby Lane	0.1
3	p	Moosehead Lane	0.2
3	g	Nilsen Lane	0.15
3	p	Palmer Road	0.97
3	g	Philbrick Road	1.2
3	g	Piper Lane	0.38
3	g	Rooney Road	0.9
3	p	Somerville Road	0.29
		TOTAL	58.69

Surface: p = paved; g = gravel



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APPENDIX B
Other Areas to be Plowed

FIRE STATIONS AND DRY HYDRANTS.

The Contractor will remove snow from driveways, parking areas and adjacent areas at the Town's three fire stations located in Coopers Mills, North Whitefield (new central station) and Kings Mills. Additionally, snow will be cleared so as to allow access to dry hydrants located at Coopers Mills dam, on Route 126 near the Baptist Church, on Townhouse Road about mid way between Routes 126 and 194, and the fire hydrant located on Route 17 in Windsor which is on private property that the Town has an easement to access. It is essential for public safety that the fire stations remain accessible at all times for firefighters to enter the station and depart with equipment without delay.

For storm events of less than one inch of snow, no plowing is required. Storms depositing between one and six inches of snow shall be cleared promptly at the end of the storm event. For larger storms, snow will be cleared during the event such that no more than six inches of snow accumulates in front of the equipment bay doors, immediate parking areas and the driveway entrance to the public road. At the end of storms of more than one inch, all areas including ancillary areas will be cleared promptly. Snow shall be plowed back such that accumulated piles do not encroach upon the areas to be cleared during the course of the winter season.

TOWN OFFICE.

The Town Office parking area and access to Townhouse Road shall be plowed and sanded on weekdays, except legal holidays, by 7:00 AM when the accumulated snow exceeds one inch. The area shall be regularly plowed during the hours the Office is open. Following the end of the storm event, the area shall be cleared and sanded. Snow shall be plowed back such that accumulated piles do not encroach upon the areas to be cleared during the course of the winter season.

RECYCLING BUILDING AND SAND AND SALT BUILDING.

The pavement area and access from Townhouse Road shall be plowed at the end of the storm event. However, if the storm occurs on a Saturday morning, the Recycling Building area shall be plowed by 8:00 AM on that day. At the conclusion a storm, the area around the Recycling Building shall be cleared of snow so as to permit easy access to the building's garage door (including a turn-around area) and the containers outside. Snow shall be plowed back such that accumulated piles do not encroach upon the areas to be cleared during the course of the winter season.



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Bid Form for 2021-2024 Snow Removal and Ice Control Services Contract

Please provide all requested information. Attach additional pages as necessary.

Bidders Name: _____

Bidders Address: _____

Telephone: _____

Contact Person: _____

Section 3.1: Contract Sum

2021 – 2022 Winter Season: _____

2022 – 2023 Winter Season: _____

2023 – 2024 Winter Season: _____

Total Contract Sum: _____

Section 4.1 Work Standards. Please describe the communication system to be used.

Section 5.2 & 5.3 Equipment Please list all proposed equipment that will be used.



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Section 8. Bonds: Do you have, or can you obtain, an irrevocable letter of credit or a bond in the amount of your bid shown in Section 3.1?

Section 14 Contract Administration. Please list the authorized persons and phone numbers.

References: Please list all municipal plowing and sanding work within the past 6 years, miles of roads in each town and dates.

Please list any plowing or related experience.

Certification. I, the undersigned, certify that I am a duly authorized representative of the Bidder and I have read and fully understand the Town of Whitefield’s “Contract for Snow Removal and Ice Control Services, 2021-2024.

I further certify that the information contained herein is true and accurate and that the Bidder is fully capable of complying with the said Contract if awarded the bid. I understand that the Town of Whitefield reserves the right to reject any, and all, bids.

BY _____ DATE _____

Printed Name and Title _____

WITNESS _____ DATE _____