

**TOWN OF DRESDEN
CONTRACT FOR SNOW PLOWING & ICE CONTROL SERVICES**

ARTICLE 1 SCOPE OF WORK

1.1 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 highway listed below (“the Work”). The Select Board will set priorities in the maintenance of primary and secondary roads to be followed by the *Contractor*.

	Approx. Mileage	
Priority	Route 127 - from Blinking Traffic Light @Route 197 to Woolwich	5.23 miles
Priority	Route 128	9.06
	Calls Hill Road	3.87
	Orchard Hill Road	1.08
	Old County Road	0.06
	Indian Road - Long Section	2.07
Priority	Indian Road - Short Section	0.54
	Kohler Road - Section	0.15
	Malloch Road - Section	0.06
	Glasheen Road - Section	0.39
	Popps Road	0.75
	Lincoln Road - Lower and Upper	0.63
	Ludwig Road - Section	0.28
	Court House Road	0.14
	Ballard Road	0.11
	Everson Road	0.66
	Alexander Road	2.02
	Common Road - Section	0.98
	Blinn Hill Road	3.22
	Old East Pittston Road - Section	1.55
	Thayer Hill Road - Section	0.06
	Bog Road	1.33
	Oxbow Road - Section	0.22
	Hunter Road - Section	0.14
	Town Landing Road	0.14
	Clancy Road - Section	0.13
	Ray-El Acres Easement - Perry Drive	0.52
	Recycle Court - 700'	0.13
	Lawrence Road Easement	0.14
	Reed Rock Easement	0.30
Total		35.96 miles

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ARTICLE 2 TERM OF CONTRACT

2.1 The initial term of the Contract is for one (1) year, from October 15, 2021 to May 15, 2022 (hereinafter "Winter Season"). 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 Select Board in writing by April 1, 2022 if the *Contractor* would prefer to extend the Contract for the upcoming Winter Seasons.

ARTICLE 3 CONTRACT SUM

3.1 Each Winter Season's total payment shall be made in six installments as specified below:

October 15	1/7
November 15	1/7
December 15	1/7
January 15	117
February 15	117
March 15	117
April 15	1/7

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. The *Town* will not pay such bills.

ARTICLE 4 BONDS

4.1 Performance and Payment Bonds. Performance and payment bonds are required if the annual payment amount of this Contract is greater than, or becomes greater than (through annual adjustments), \$100,000. If required, said bonds must be in the amount of 100% of the Contract Sum and 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 Dresden" 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 the Contract.

4.2 The *Contractor* to provide bonds conforming to this Contract by September 15 of each year.

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ARTICLE 5 INSURANCE

5.1 The *Contractor* shall provide, with each original of this signed Agreement, an insurance certificate(s) issued by companies acceptable to the *Town*. The certificates 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 (10) days prior written notice by registered letter has been given to the *Town*.

5.1.1 Workers' Compensation Insurance. The *Contractor* must/shall 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.

5.1.2 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 the project in an amount not less than \$1,000,000.00 per occurrence.

5.1.3 Commercial General Liability. With respect to all operations performed by the *Contractor* and any subcontractors, 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.

5.1.4 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.

ARTICLE 6 WORK STANDARDS

6.1 The *Contractor* shall be familiar with the principles of anti-icing and shall utilize an anti-icing approach to prevent the snow and ice from bonding to the pavement surface throughout winter storms. A sand/salt mixture shall be used with care as needed in specific areas or when pavement temperatures are too low for salt alone to work effectively (below 15 degrees F with no increasing trend).

6.2 The *Contractor* shall commence plowing and material 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. 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 the plowing or sanding vehicles within a half hour period.

6.3 The *Contractor* shall use appropriate methods and practices of plowing and material

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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

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appropriate care is taken to minimize the potential for damage to personal property adjacent to the highway (such as mailboxes).

6.4 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 commute hours from 3:00 p.m. through 10:00 p.m. These hours will require a higher level of service in the form of shorter plowing cycle times and additional material usage.

Conversely, between the hours of 10:00 p.m. and 4:00 a.m., longer cycle times and less material usage is normal; however, the *Contractor* shall maintain a presence on the route to assure that conditions remain acceptable.

6.5 The *Contractor* shall work such that the highway shall be returned to bare pavement within 24 hours following the end of the storm precipitation. During the day following the end of each storm, the *Contractor* shall also assure that all snow banks are pushed back to sufficiently allow snow storage for subsequent storms.

**ARTICLE 7 EQUIPMENT
 REQUIREMENTS**

7.1 The *Contractor* must furnish the equipment listed in its "Bid for Snow Removal & Ice Control Contract," plus such additional equipment that may be necessary to perform this contract in an efficient and effective manner. At the start of each season, on or before October 15 of each year, 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.

7.2 The *Contractor* shall maintain and provide for the Work of this Contract the following

2	Single-axle trucks with 6 yd. capacity, plow, wing, sander (One truck set up for center-line sanding and salting)
1	Four-wheel drive 1-ton 350-550 or equivalent with plow, wing, and sander
1	Two-Axle truck with 8 - 12 yd. sander and/or sander body with plow and wing
1	Loader to be kept at Sand & Salt Shed for loading trucks and cleaning up around Shed.

7.3 Trucks must be equipped capable of calibrating the amount of sand and/or salt spread per mile to ensure consistent application and to avoid the use of excessive quantities.

**ARTICLE 8 SAND & SALT
 REQUIREMENTS**

8.1 The *Town* agrees to provide sufficient sand, salt and other necessary materials for operations required by this Contract (none of which shall be used by the *Contractor* for private use).

8.2 The *Contractor* agrees to comply with the directions of the *Town's Representative* concerning the application of pure salt. In some cases, the use of pure salt in an anti-icing strategy will be used.

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8.3 The *Contractor* agrees to pay particular attention to the sanding of hills, curves and intersections, and to apply extra sand and salt to such locations when necessary.

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8.4 The *Contractor* agrees to indemnify the *Town* for any liability, claims, demands, causes of action or damages incurred as a result of the use of, or stockpiling of sand and salt.

8.5 The *Contractor* shall, at the end of each storm event, keep a record of total material quantities used in performing the Work. Such quantities shall also be maintained in a season log that indicates the types of materials used by the corresponding dates of the storm events that occurred throughout each winter season.

ARTICLE 9 SUBCONTRACTING

9.1 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 the 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 such claims.

ARTICLE 10 PROPERTY DAMAGE

10.1 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.

ARTICLE 11 INDEMNIFICATION

11.1 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, attorney's fees, and the fees of engineers, arbitrators, and other professionals related to dispute defense and preparation.

ARTICLE 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 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*; of (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*.

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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 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.

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.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ **13.1** This Agreement shall be governed by the laws of the State of Maine.

§ **13.2** This Agreement, 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 following persons shall be available and authorized to accept notices (written or oral), calls and orders:

For the *Contractor*:

(Name and Phone Number)

ARTICLE 14 OTHER PROVISIONS

14.1 There are no other provisions.

The *Town* and the *Contractor* hereby agree to the full performance of the covenants herein.

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