

TOWN OF HOLLIS, MAINE
Bidding & Contracting Requirements for Snow & Ice Control Contract
Contract Term: October 1, 2019 through May 31, 2021

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen or typed.
2. The following are to be completed and returned with the bid:
 - a) The completed and signed Bid for Snow and Ice Control Contract;
 - b) Three (3) copies of the completed and signed Snow and Ice Control Contract;
3. For security and other reasons, all Bid Packages which are mailed must be sent to:

Select Board, Town of Hollis
34 Town Farm Road
Hollis, ME 04042

and shall be provided in double (one envelope inside the other) envelopes.

The ***Inner Envelope*** shall have the following information provided on it:

Bid Enclosed - Do Not Open
Project: Snow & Ice Control Contract
Town: Hollis
Date of Bid Opening: July 17, 2019, 7:00pm, Hollis Community Center
Name of Contractor with mailing address and telephone number

In Addition to the usual address information, the ***Outer Envelope*** should have written or typed on it:

Bid Enclosed Project: Snow & Ice Control
Town: Hollis
Date of Bid Opening: July 17, 2019, 7:00pm, Hollis Community Center
Name of Contractor with mailing address and telephone number

Hand-carried Bids may be in one envelope and should be marked with the following information:

Bid Enclosed - Do Not Open
Project: Snow & Ice Control Contract
Town: Hollis
Date of Bid Opening: July 17, 2019, 7:00pm, Hollis Community Center
Name of Contractor with mailing address and telephone number

4. Bid deadline: **Bids must be received no later than 4:00PM on Wednesday, July 17, 2019.**

IMPORTANT NOTES TO BIDDERS

1. Regardless of the method of delivery, the contractor shall bear total responsibility for assuring that bid documents are received by the specified deadline.
2. Bids received after the specified deadline will be considered "Non-responsive" and will not be opened or read.
3. Bids which are not sealed, or are deemed incomplete or non-responsive will be rejected.
4. The Town reserves the right to reject any and all bids or portions thereof.
5. The Town will consider awarding a contract to the most economical, responsive and responsible bid.
6. Use the enclosed form for any requests of information prior to Bid opening.
7. Anytime a reference is made within this Contract to the "Hollis Select Board authorized designee" the designee will be determined by the Hollis Select Board.

TOWN OF HOLLIS, MAINE
Bid for Snow & Ice Control Contract
Contract Term: October 1, 2019 through May 31, 2021

TO: Town of Hollis
ATTN: Select Board
34 Town Farm Road
Hollis, ME 04042

BIDDER INFORMATION:

Date: _____

Bidder:

Bidder Name

Bidder Contact Person

Bidder Street Address or P.O. Box

Bidder Telephone Number

Bidder City, State, ZIP

Bidder Tax I.D. # (Employer # or Soc. Sec. #)

Bidder Primary Radio Frequency

and/or Bidder Field Cell Number

The Bidder is organized under the laws of: The State of Maine _____ Other _____ [check one]

(State if Other: _____) as the following type of business organization:

individual corporation partnership limited liability company joint venture

other: _____

Corporate Experience in Snow & Ice Control: *(please provide as attachment)*

Personnel Experience in Snow & Ice Control: *(please provide as attachment)*

BID FOR SNOW & ICE CONTROL CONTRACT FOR TOWN OF HOLLIS ROADS:

The Bidder hereby offers to remove the snow, control ice, and perform all other work indicated in the Snow & Ice Control Contract (hereinafter "Contract") for the entire term of the Contract and in compliance with all the terms, conditions, and representations of the same on the entire lengths of all Town-owned and State-aid roads in the Town of Hollis. The Town reserves the right to accept or reject any of the following bid Items:

ITEM 1:

The Bidder offers to provide all labor, equipment, and materials (exclusive of winter salt and sand), for the initial year of the contract, for the Base Lump Sum price of:

_____ \$ _____
(lump sum price in words) (lump sum price in numerals)

This price is the total price for the entire specified road lengths for the first year of the Contract.

The bidder acknowledges and accepts that all future contract payments will be adjusted according to the Consumer Price Index as detailed in Section 4 of this contract, unless otherwise negotiated under Section 18(e).

The Bidder further offers and agrees that the equipment described in APPENDIX A - MANDATORY EQUIPMENT will be available for this work, plus any additional equipment that may be necessary to perform this contract in an efficient and workmanlike manner. Mandatory equipment includes trucks, plows, some plows equipped with wings, and sanding equipment. A list of mandatory equipment is included in the contract.

The Bidder further offers and agrees that the equipment described in APPENDIX B - ADDITIONAL EQUIPMENT will be available for this work, plus any additional equipment that may be necessary to perform this contract in an efficient and workmanlike manner.

Sand and Salt Storage:

The sand and salt used in the course of performing the work required by this Contract will be stored at the Town's shed located at 34 Town Farm Road. This location is a site that is presently approved by the Maine D.E.P. This location does not have indoor storage for all sand and salt materials that could be required in any single season. Additional material will be purchased and placed in the shed as needed during the Contract. Applicable sand and salt required for the performance of this contract will be the sole responsibility of the Town. Winter salt and sand may not be used outside of the specified contract areas in the Town of Hollis. Any material remaining at the end of each season will be the property of the Town.

By signing below, the Bidder (1) represents that the Bidder has examined the " Snow & Ice Control Contract", all documents referenced in said Contract, and the specified roads referenced above such that the Bidder has sufficient knowledge to properly price the work, (2) represents that the Bidder has given the Town notice of any errors or ambiguities related to the documents or the work that had been discovered by the Bidder, and (3) agrees to all provisions, governing requirements and procedures applicable before execution of the Contract.

Authorized Signature of Bidder

Date

Name & Title of Person Signing - Printed or Typed

Federal Identification Number or Social Security Number

***** End Bid for Snow & Ice Control Contract *****

TOWN OF HOLLIS, MAINE
SNOW & ICE CONTROL CONTRACT
Contract Term: October 1, 2019 through May 31, 2020

The Select Board for the Town of Hollis herein referred to as "Town", as authorized by the Town Meeting, enter into this contract with _____ of _____, Maine, hereinafter referred to as the "Contractor" for the snow & ice control for the roads and other non-road areas hereinafter described and designated under the following terms:

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

1. Contract Services:

The Contractor agrees to 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 entire lengths of all municipally-owned and state-aid roads according to the following list and priorities as stated:

ROAD NAME	MILEAGE
Addison Way	0.17
Bean Street	1.50
Bear Hill Road	1.28
Bobbi Lane	0.12
Burnham Lane	0.10
Chadbourne Ridge Road	0.60
Claire Dunne Lane	0.38
Clarks Mills Road	1.01
Country Club Road	0.60
Crestwood Circle	0.09
Christine Lane	0.13
Darbick Terrace	1.10
Decker Circle	0.66
Deering Lane	0.54
Deering Ridge Road	0.16
Deerwander Road	4.60
Dennett Road	0.75
Dyer Road	0.21
Eagle Ridge Road	0.20
Edith Hewey Road	0.10
Fairwood Circle	0.10
Forest Lane	0.26
Georgie Lane	0.14
George Connors Road	0.15
Glaude Avenue	0.31
Haley Road	1.60

Hanson Lane	0.40
Hardscrabble Road	0.63
Heather Lane	0.28
Hill Side Drive	0.25
History Road	0.11
Joshua Lane	0.28
Killick Pond Road	3.00
Kingswood Drive	0.49
Landry Drive	0.57
Larswood Drive	0.12
Ledgewood Drive	0.37
Lisa Lane	0.18
Littlefield Lane	0.15
Leona Avenue	0.20
Lower Tarbox Road	0.99
Mailman Way	0.40
Mansion Road	2.35
Muddybrook Road	0.44
Nathan Smith Road	0.34
Northwood Circle	0.29
Oakwood Drive	0.28
Old Alfred Road	0.62
Old Limerick Road	0.24
Oxford Drive	0.26
Palmer Lane	0.08
Pinecrest Drive	0.41
Pleasant Hill Road	1.28
Rich Lane	0.20
Saco Road	1.85
Salmon Falls Road	1.25
Sand Pond Road	1.75
Sarah Vaughn Road	0.35
Shaw Lane	0.30
Shy Beaver Road	0.85
Swanton Drive	0.40
Stuarts Lane	0.38
Tanglewood Drive	0.35
Town Farm Road	0.25
Upper Tarbox Road	0.90
Usher Mill Road	0.09
Wakefield Road	1.05
Waters Edge	0.30
Whitehouse Road	0.91
Whittens Lane	0.20
Winterberry Lane	0.25

TOTAL MILES 43.50

State Aid Roads:

High Street	0.27
Plains Road	2.94
River Road	0.90
Route 35	9.03
Route 117	6.25
Route 4A	2.25
West Buxton Village Moderation Street	0.31
Waterboro Road	1.40
Other Town Own Property	0.75

TOTAL MILES 24.10

TOTAL PLOWING MILES 67.60

This contract includes the removal of snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract, and to include the following areas:

- A. Town Office and Community Building located at 34 and 35 Town Farm Road, parking lots, steps, ramps and walkways (to be completed prior to schedule office opening each work day, and maintained during storms while office remains open).
- B. Salmon Falls Library, 12 Hollis Road, driveway, parking lot and walkways (to be completed prior to Library open hours, and maintained during storms while Library remains open).
- C. Fire Stations District 1, 375 Hollis Road and District 2, 405 Plains Road, access and parking spaces (to be maintained throughout storms).
- D. All Town Fire Hydrants located at: Bonny Eagle Road Located by Lindon Farm, Killock Pond Road By Poland Springs Truck entrance, Caroline Crossing, Mansion Road, Boulder ridge, Highland Ridge @ Boulder ridge, Winterberry Lane, Littlefield Lane, Bear Hill Road, Glaude and Leona Ave, Little Falls Road @ Dayton Line, Little Falls Road intersection Route 202, Shaw Road, Tylers Turn on Saco Road, Logan's Run, Water's Edge, Lower Tarbox, Tank Behind Station 2, Hollis Road by Sarah Vaughn, Mansion Road by Deerwander Road, Shaw Lane.
- E. Conservation area parking space, lot at Indian Cellar Old Alfred Road, and Sports Complex entrance off Lower Tarbox Road.
- F. The Town will reserve the right to increase up to one mile of roadway per year to maintain within the scope of this contract during the term of this contract.

The Road Commissioner will provide specific guidance on the dimensions of these areas as needed.

2. Term of Contract.

The term of the contract is for two (2) years, covering the Winter Season from October 1 to May 31 (hereinafter "Winter Season"), beginning on October 1, 2019 and ending on May 31, 2021. The Town may choose to extend this Contract for an additional year according to the provided bid under all of the terms of this Contract, but will not extend beyond May 31, 2022. The Town must notify the Contractor in writing by March 1, 2021 if the Town would prefer to extend the Contract for the additional Winter Season.

3. Bonds and Insurance.

The Contractor shall obtain and maintain throughout the period of the contract general or public liability insurance with coverage of not less than \$500,000 per person and \$1,000,000 per incident, combined single limit, and automobile liability insurance in an amount of not less than \$400,000, combined single limit. The Town shall be listed as an additional insured on such policies. The Contractor shall provide certificates of insurance satisfactory to the Hollis Select board and such certificates shall state that the policy shall not be canceled and shall not expire without thirty days' prior written notice to the Town. The Contractor shall also provide evidence of Workers Compensation coverage, if applicable. The Contractor hereby waives all rights of subrogation against the Town. The Contractor agrees to provide evidence of all required insurances prior to commencing work under this Contract.

In lieu of requiring a performance bond, the Town agrees to the enclosed payment schedule that holds 20% of the contract price until the first warrant in May. In the event the Contractor fails to complete all or part of its duties under this Agreement, the remaining unpaid funds will be used by the Town to have the work completed.

4. Price and Payment.

The Town agrees to pay the Contractor in the year **2019-2021** according to the Items identified and accepted by the Select Board in the Bid for Snow and Ice Control Contract.

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

- Ten percent (10%) in six (6) equal installments payable by the first Warrants in October, November, December, January, February and March.
- Twenty percent (20%) by the first Warrant in April and May, after all required work is completed and the Road Commissioner or Select Board has determined that all provisions of the contract have been satisfied.

5. Contract.

This Contract may be amended, modified, or supplemented in writing only with permission of the Select Board.

6. Town's Representative.

The Town's representative shall be the Select Board. For this contract, the Town Office can be contacted at 929-8552 during normal working hours. Additionally, the Road Commissioner will carry a radio with the same frequency as the Contractor to use when needed.

7. Work Standards.

(a) The Contractor will provide continuous snow removal to the shoulders of all roadways during the duration of the snow storm. The Contractor will also be responsible for continuous treatment of necessary sand, salt and de-icing material to assure safe travel for vehicles while slippery or hazardous conditions remains in effect. This service will continue until verbal instruction to terminate all applications of sand, salt and de-icing material is given by the Road Commissioner or the Select Board.

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 to respond appropriately within 30 minute notice. Contractor must have supervisory personnel and radio equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles to allow an appropriate response within 30 minutes. The Contractor shall also provide his/her cell phone number, radio frequency and other contact information to the Road Commissioner or the Select Board. If the Contractor fails to respond to any storm event or Road Commissioner's call within 30 minutes, there will be a penalty of \$500 assessed to the next monthly contract payment subject to the reasonable discretion of the Road Commissioner and the Select Board.

(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 neighboring 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 road (such as mailboxes, lawns, curbs).

(c) The Contractor shall pay particular attention to the commuter hours that exist Monday through Friday during the morning hours from 6:00 a.m. through 8:00 a.m. and during the evening hours from 5:00 p.m. through 7:00 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 6:00 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 during all hours as needed.

(d) The Contractor shall schedule work such that as soon as possible following the end of a storm at least 3 1/2 feet of pavement (or more) will be exposed on each side of the centerline. During the day following the end of each storm, the Contractor shall also assure that snow will be removed to the outside of the shoulders of the highways and all snow banks are pushed back to sufficiently allow snow storage for subsequent storms.

(e) The Contractor shall have knowledge of using anti-icing strategies to control snow and ice and shall utilize those strategies if required by the Road Commissioner or Select Board.

(f) If the Town of Hollis is declared to be in a natural disaster, by the Governor of the State of Maine or the President of the United States during the duration of this agreement, and the Town of Hollis qualifies for and receives federal or state reimbursement, and the contractor is required to complete additional work or supply additional materials, then the additional work or materials will be considered extra work or materials under this agreement and will be reimbursed to the contractor at a negotiated rate. Under no circumstances will the reimbursement exceed the reimbursement paid to the Town of Hollis. Payments to the Contractor for any additional work or materials required under a declaration of natural disaster will be made only after reimbursement payments have been received by the Town of Hollis from the State of Maine or the United States Government.

*****PLOWING REQUIREMENTS*****

- Plow streets from the center and to the curb or edge of pavement.

- Snow from the intersections must be plowed parallel to the edge of roadway so that no snow remains in the intersection. Intersections must be curved and snow deposited on tangent sections of streets beyond curved radii.

- Do not turn around in private driveways unless authorized. Plow at a speed which is sufficient to move the snow, but not excessive. Plow with a loose hoisting mechanism so plow rides on casters. Plow all streets the full width of pavement.

- Intersections – The contractor must assume responsibility to ensure that the intersections and curb or roadway radii are properly cleared, with no residual snow left remaining in the intersection.

- Snow left at intersection corners will not be piled as to impede with the visibility of oncoming vehicle traffic.

- Snow and slush removal shall begin no later than with accumulation to a depth of two inches by actual snowfall or by drifting. Removal of snow, slush or ice shall begin immediately whether or not accumulation to a depth of two inches exists, upon verbal direction to the Contractor by the Road Commissioner or the Select Board.

- Snow clearing and sanding operations will continue until the roadways are cleared of snow or ice to the outside shoulder. During any sustained snow event, a minimum of three trucks shall be on the roadways at all times in performance of this contract.

- During severe storms or drifting, plows will continue operations to maintain two-way traffic.
- Any drifting of snow subsequent to the cessation of snowfall shall be cleared as necessary during and after each storm.
- Contractor will be responsible to stay informed as to predicted storms and to schedule a time frame to pre-treat roadways prior to arrive of precipitation to assure necessary salt/sand has been applied to roadway surfaces to help in preventing adhering of precipitation to the road, while providing safe vehicle travel.
- Contractor agrees to complete the Snow/Ice Control Sheets (**see Appendix D**) for every storm and submit to the Road Commissioner or Select Board Designee no later than 48 hours after roadways and areas are cleared of all precipitation.
- Contractor agrees to provide the Road Commissioner or Select Board with all current telephone numbers that are assigned to provide coverage for every twenty four hours during the period of the contract.
- When snow begins to fall with heavy and rapid accumulations the contractor will commence plowing of snow using the fastest method possible, while maintaining safety to vehicle or pedestrian travel.
- The Contractor shall assure the roads contracted are kept open, passable, and free to public safety hazards, with surfaces property treated to reduce skidding. Additional plowing and winging back of existing snow allowing for additional snow deposits shall be required.
- The Contractor shall not pile snow in front of dumpsters, fire lanes, entrances, or within the center of connecting roadways. Contractor will agree to remove all Contractor created drifts at no additional cost. If Contractor fails to remove drifts, he/she will be subject to pay any expenses incurred by the Town for removal.

8. Equipment Requirements.

The Contractor must furnish the equipment listed in its "Bid for Snow & Ice Control Contract", plus such additional equipment that may be necessary to perform this contract in an efficient and effective manner, as determined by the Road Commissioner or Select Board designee. The equipment must be set up in accordance with the Sand & Salt Requirements specified below. 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. Provisions for the timely replacement of out-of-service equipment must be provided at contract signing.

At any time the Contractor is required to plow or sand, a minimum of **four (4)** large trucks and **two (2) trucks** at least equivalent to a one ton shall be on the roads performing the Contractor's duties, unless Contractor and the Road Commissioner agrees the storm requires fewer vehicles. The Contractor must have available for use at all times the necessary equipment to perform required duties. Below is a listing of mandatory minimum equipment:

- A. **Four (4)** trucks of at least 24,000 GVW equipped with a snowplow, wing and sander. The sanders will have a capacity of at least 6 cubic yards. One truck to include a grader blade.
- B. **Two (2)** 1-ton to 1.5 ton trucks with snowplow and sander.
- C. **Three (3)** four-wheel drive pick-up trucks equipped with minimum of eight (8) ft. snowplow blades, one to be the Supervisor.
- D. One front end loader with a minimum of 1.5 cubic yard bucket to load trucks with sand or salt and if needed, for the removal of snow banks.
- E. Enough trained and certified personnel to properly and safely operate the equipment.
- F. One dispatcher to answer phones and communicate with equipment, mechanic, supervisor, Road Commissioner, Fire Department and Select Board during snow emergency.
- G. One garage building and mechanic to repair and maintain equipment.
- H. Suitable backup equipment in case any of the front-line equipment is out of service.

Contractor shall use appropriate equipment on specific roads, such as one-ton trucks on shorter, dead-end and gravel roads when such roads are not fully frozen, as directed by the Road Commissioner and Select Board.

All equipment must be maintained by Contractor and be in good operating condition, and is subject to periodic inspection by the Road Commissioner or Select Board. The Contractor shall provide a complete list and status of all the equipment to be used in this contract prior to October 1, 2019. All equipment must be ready for inspection by October 1st of each contracted year and the equipment must be within a distance so that the Contractor can be plowing within 30 minutes of the start of any snow or icing event or from the time of the Road Commissioner's call. Failure of the equipment to pass the Road Commissioner or Select Board approval will constitute breach of this contractual agreement and could be grounds for termination of the contract. Equipment in operation during a snow event is required to perform work solely on the roads and other areas identified in this contract and may not be used for other purposes or locations during a snow event, without prior approval by the Road Commissioner and Select Board.

The Contractor shall be required to furnish sufficient equipment to accomplish the contract work. An inventory list of the equipment to be furnished for the season and shall be provided by the Contractor to the Town prior to the beginning of the winter season but no later than the beginning of the winter season of year of the contract. The Contractor shall list any equipment owned, leased or subcontracted. Generally the following types of equipment are acceptable to the Town. (See **Appendix A.**)

In the event that any or all of the Contractors equipment become inoperable or unavailable, the contractor shall hire additional replacement equipment and any necessary operators, at the Contractor's expense. If the Contractor fails to do so, the town may, at its option hire equipment and operators as it deems necessary. The cost of such expense shall be deducted from the Contractor, then the cost shall be charged to the Contractor.

9. Sand & Salt Requirements.

The Town will provide sufficient winter sand and salt for operations required by this agreement according to the standards listed below. The Town estimates that the following quantities of solid materials will be required to address a typical winter season: for every mile of 2 lane road use 1) a minimum of 80 cubic yards of sand mixed with 5.3 tons of salt (a 15:1 ratio as measured by volume), plus 5 tons of straight salt for DE-ICING. However, the responsible party will provide enough sand and salt regardless of the number or severity of snow and ice events in each year of the contract.

- (a) The Contractor must mix 133 pounds of dry salt with each cubic yard of sand before the sand is stockpiled to achieve a 15:1 mix ratio. The Road Commissioner or Select Board may require periodic calibration and testing of Contractor's salt and sand spreading equipment to ensure efficient and consistent application.
- (b) The Contractor will have a minimum of 2500 yards of sand and salt mixed and stockpiled by October 11 of each year while this contract is in effect.
- (c) Plow trucks must be equipped with tailgate, hopper, or equivalent sanders. The Contractor agrees to comply with the directions of the Road Commissioner or Select Board concerning the application of pure salt. The use of pure salt in an anti-icing strategy, if requested, will be in accordance with application rates specified by Maine DOT.
- (d) The Contractor agrees to pay particular attention to the treatment of hills, curves and intersections, and to apply extra materials to such locations when necessary and as requested by the Road Commissioner or Select Board, such as at the following intersections:
 - Cape Road (Route 117)
 - Killick Pond Road to Poland Spring Plant
- (e) The sand/salt stockpile that will be used in the course of fulfilling this Contract will be located at the Town's Sand and Salt Shed. The sand/salt stockpiles will be in compliance with all local, state, and federal rules, regulations, and statutes. Specific attention is directed to the Maine DEP's rules for the siting and operation of sand/salt stockpiles: (<http://www.state.me.us/dep/blwq/docstand/sandsalt/index.htm>). The Contractor agrees to indemnify the Town for any liability, claims, demands, causes of action or damages incurred as a result of the loading and use of sand and salt.

- (f) Through the course of each Winter Season, the Contractor will make available approximately 100 yards of mixed sand and salt to Hollis residents who will pick up this material at a site the Town Hall rear of building.
- (g) The Contractor will safeguard any Town-owned property, and use same in a responsible manner at all times, and will return same in reasonable condition at the end of the contract.
- (h) The Contractor shall be responsible for loading their own trucks using their own equipment. The Contractor shall not obstruct access to the salt and sand pile.

10. 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 and the Contractor agrees to hold the Town harmless for all actions of all subcontractors. 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 satisfy such claims.

11. Property Damage.

The Contractor shall be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor including but not limited to guard rail, guard rail posts, signs, sign post or guard posts and mailboxes. The preceding sentence includes damage to vehicles. 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 Road Commissioner. The Town may repair or replace the damaged property without liability to the Town with its own forces or with Contracted forces and all costs will be deducted from amounts otherwise due the Contractor. The Contractor will correct or pay for all damages resulting from this contract before release of the final monthly payment of each contract year.

12. Insurance, Registration, Inspection, and Personal Property Taxes.

The Contractor shall provide signed, valid and enforceable certificate(s) of insurance complying with this Section at the time of Contract signing. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor must pay all premiums and take all other actions necessary to keep said insurance in effect for the duration of the Contract obligations.

- (a) Workers' Compensation Insurance. The Contractor 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.

(b) Automobile. The Contractor shall carry Automobile Liability Insurance for personal injury, death, and property damage claims which may arise from snow removal or sanding operations under this Contract, 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. The Town of Hollis and its officers and employees shall be named as additional insured on such policies.

(c) 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 Of Hollis, in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

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.

(d) Registration and Inspection. The Contractor shall provide valid certificate(s) of registration and State Inspection of all road vehicles used to fulfill the terms of this contract within 30 days of the Contract signing or no later than October 1st of each contract year.

(e) Personal Property. The Contractor shall provide evidence that all equipment used for this contract has been properly listed as Personal Property with the appropriate municipality and that all the Contractor's Personal Property tax payments are current with the municipality during each contract year.

13. Compliance with Laws.

The Contractor agrees the contract will be governed by, and Contractor will comply with, all applicable federal and state laws and regulations, especially those relating to safety, health, sanitation and drug testing. Contractor will be responsible for compliance and will hold the Town harmless in cases of violations and/or corrective actions being imposed by regulatory agencies. Contractor agrees to provide certification of a drug testing policy and a list of employee names working under this contract to the Road Commissioner and Select Board prior to October 15th of each year.

14. 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, 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.

15. Termination.

(a) Notwithstanding any other provision of this Contract, the Contractor shall be in default and the Select Board, in its sole discretion may terminate this Contract, if the Contractor: (i) fails to provide equipment that meets the Road Commissioner's approval by October 1st of each Contract year; (ii) fails to begin the work as required by the Contract; (iii) fails to perform the work with sufficient trained and certified workers and equipment or materials to meet the terms of the Contract; (iv) discontinues the prosecution of the work; (v) fails to resume work which has been discontinued within a reasonable time after notice to do so; (vi) subcontracts any of the work without the approval of the Town; (vii) 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; (viii) fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the Town; or (ix) fails to perform the Work in a satisfactory manner as determined solely by the Town.

The Town may remedy such noncompliance with the 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 the Select Board, by regular mail to the Contractor's address as stated in this contract. In emergency situations, notice may be provided verbally by the Road Commissioner upon consultation with the Select Board, 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.

(b) 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 Meeting vote. 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.

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.

16. Financial Responsibility.

The Contractor will be responsible for additional Town expenses incurred in providing replacement snow and ice control in the event contract is terminated for any reason other than convenience; such costs to be deducted from any remaining payments due to Contractor prior to termination of contract.

- There will be no fuel surcharge conditions within this contract.

17. General Provisions.

- (a) Incorporation by Reference: the "Bidding & Contracting Requirements for Contract For Snow & Ice Control," all addenda signed by the Town, and the Contractor's "Bid For Snow & Ice Control 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.
- (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.
- (d) Invalidation or unenforceability of one provision or the contract shall not affect the remainder of the contract.
- (e) Amendments to this contract may only be made by written agreement of both parties and must be attached to this contract, dated and signed by all parties.
- (f) Record Keeping. The Contractor will keep records of all damage reported to the Contractor and provide these records upon request of the Road Commissioner.

18. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

The Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

Signature of Legally Authorized
Representative

Name and Title Printed

TOWN OF HOLLIS

Date

Select Board Chair

Select Board Member

Select Board Member

APPENDIX A - MANDATORY EQUIPMENT

How Many	
Make	
Year	
Size (Tons)	
Serial #	
Plow Type (V or blade)	
Plow Width & Height	
Plow Wing Length (if applicable)	
Sander Capacity	
Adjustable Spreader Feed Rate? (Y/N)	
Min / Max Feed Rates (if known)	
Application Tech. (ground sensors, etc.)	
Equipment Notes	

How Many	
Make	
Year	
Size (Tons)	
Serial #	
Plow Type (V or blade)	
Plow Width & Height	
Plow Wing Length (if applicable)	
Sander Capacity	
Adjustable Spreader Feed Rate? (Y/N)	
Min / Max Feed Rates (if known)	
Application Tech. (ground sensors, etc.)	
Equipment Notes	

How Many	
Make	
Year	
Size (Tons)	
Serial #	
Plow Type (V or blade)	
Plow Width & Height	
Plow Wing Length (if applicable)	
Sander Capacity	
Adjustable Spreader Feed Rate? (Y/N)	
Min / Max Feed Rates (if known)	
Application Tech. (ground sensors, etc.)	
Equipment Notes	

Please use additional sheets, as necessary.

APPENDIX B - ADDITIONAL EQUIPMENT

How Many	
Make	
Year	
Size (Tons)	
Serial #	
Plow Type (V or blade)	
Plow Width & Height	
Plow Wing Length (if applicable)	
Sander Capacity	
Adjustable Spreader Feed Rate? (Y/N)	
Min / Max Feed Rates (if known)	
Application Tech. (ground sensors, etc.)	
Equipment Notes	

How Many	
Make	
Year	
Size (Tons)	
Serial #	
Plow Type (V or blade)	
Plow Width & Height	
Plow Wing Length (if applicable)	
Sander Capacity	
Adjustable Spreader Feed Rate? (Y/N)	
Min / Max Feed Rates (if known)	
Application Tech. (ground sensors, etc.)	
Equipment Notes	

How Many	
Make	
Year	
Size (Tons)	
Serial #	
Plow Type (V or blade)	
Plow Width & Height	
Plow Wing Length (if applicable)	
Sander Capacity	
Adjustable Spreader Feed Rate? (Y/N)	
Min / Max Feed Rates (if known)	
Application Tech. (ground sensors, etc.)	
Equipment Notes	

Please use additional sheets, as necessary.

APPENDIX C - SAMPLE COMPARATIVE MATRIX

Contractor	Cost	Corporate Experience	Personnel Experience	Equipment List	Previous Experience with HOLLIS
A					
B					
C					
D					
E					

APPENDIX D – SNOW/ICE CONTROL SHEETS (1 of 3)

Snow Storm Conditions and Operations

Storm #: _____ Data Location: Town of Hollis Total Precipitation: _____	Supervisor: _____ Date: _____
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TIME	SURFACE CONDITIONS	WEATHER	PLOWING	TREATMENT	TEMPERATURE	COMMENTS
12 AM						
1 AM						
2 AM						
3 AM						
4 AM						
5 AM						
6 AM						
7 AM						
8 AM						
9 AM						
10 AM						
11 AM						
12 AM						
1 PM						
2 PM						
3 PM						
4 PM						
5 PM						
6 PM						
7 PM						
8 PM						
9 PM						
10 PM						
11 PM						

Surface Conditions

- A = Clean / Dry
- B = Wet
- C = Snow
- D = Ice
- E = Black Ice

Weather Conditions

- A = Flurries
- B = Light Snow
- C = Moderate Snow
- D = Heavy Snow
- E = Rain
- F = Freezing Rain
- G = Sleet
- H = No Precipitation

APPENDIX D – SNOW/ICE CONTROL SHEETS (2 of 3)

List of Snow Removal Personnel

Supervisor: _____

Contact Number: _____

Storm #: _____

Name	Date	Time In	Time Out	Equipment	Routes Assigned

Please turn in after storm

APPENDIX D – SNOW/ICE CONTROL SHEETS (3 of 3)

MATERIAL DATA

STORM #: _____

Operator	Truck #	Date	Time	Number of Yards	Areas Treated

TOTAL YARDS: _____

Please turn in after storm

***** End Snow & Ice Control Contract *****