

TOWN OF SEBEC, MAINE

SNOW PLOWING AND SANDING SPECIFICATIONS

THREE YEAR CONTRACT:

2021-2024

This contract ("Contract") is between the Town of Sebec (referred to as "we" or "our") and "TBA" (referred to as "you"). When this Contract refers to you, it includes your employees and agents. The subject of this Contract is winter road maintenance (sanding, salting, and plowing).

1. SERVICES: What and When

Stockpile 3000 cubic yards of live winter sand, screened to ½ inch minus, (each plowing season) mixed with 231 tons of Town supplied salt at the Town of Sebec pit located off the Old Brownville RD. Winter sand shall comply with (Town of Sebec "Winter sand specification"). Sand pile shall be covered with black plastic immediately after mixed with salt.

You will notify our road commissioner at least five (5) days in advance as to when you will need the salt delivered.

You agree to remove ice and snow and control ice on the sections of town ways ("roads and other necessary areas ") as listed in the attachments A & B.

Your duties will run from October 15th to April 30th.

2. INDEPENDENT CONTRACTOR

You and your 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 you and you 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.

As an independent contractor, you are also responsible for maintaining your equipment in a safe, operable and legal condition.

3. MAINTENANCE REQUIREMENTS

A) You will commence plowing and sanding operations when snow on the pavement has reached a depth of 2 inches. Operations will continue until highways are cleared of snow to the outside

shoulders. During severe storms or drifting, plows will be operated in order 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. You must have supervisory personnel or radio equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles within a half hour period.

B) You will follow the Maine Department of Transportation's methods and precautions of plowing and sanding. Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by you and will be monitored by the Town.

C) We agree to provide sufficient sand and salt for operations required by this agreement. You agree to pay particular attention to the sanding of hills, curves and intersections, and to apply extra sand and salt to such locations when necessary.

D) Only sand and salt owned by the Town of Sebec shall be stockpiled at the Town's pit on the Old Brownville road.

E) You will perform required duties for the Town before proceeding to private contracts. Town-owned equipment and sand and salt will not be used by you for private use.

F) The Town's Road Commissioner will set the priorities in the maintenance of primary and secondary roads, said priority to be followed by you.

G) You agree throughout the term of this Contract to maintain all necessary equipment and make available for your responsibilities under this Contract, and that all drivers are properly licensed (i.e.) CDL) to drive the trucks.

H) In the event of an ice storm, sanding and/or salting shall commence immediately and continue until a safe travelling roadway is provided, on both graveled and paved surfaces.

I) Visibility at intersections and on corners during the winter is critical to avoiding accidents as drivers try to enter or travel along roadways. It is the responsibility of the contractor, after initial plowing during and immediately after a storm, to ensure that snowbanks are pushed back, especially at intersections, in order to provide the best visibility possible for drivers on the roads. This also applies during the spring as snowbanks begin to recede, but may still impact visibility, especially at intersections. Pushback of snowbanks is a function of winter maintenance and will be carried out by the contractor until snowbanks have receded enough in the spring so that pushback is no longer required. Pushback of snowbanks will not be carried out under summer road maintenance contracts.

4. INSURANCE

You agree to "HOLD HARMLESS" the Town of Sebec of all liability and losses arising from your operations and to provide a "CERTIFICATE OF INSURANCE" with the Town of Sebec named as "ADDITIONAL INSURED". You further agree to maintain liability insurance in the amount of \$1,000,000 for personal injury, death and property damage claims which may arise from snow

removal or sanding operations under this Contract. In addition, you will be required to provide evidence of insurance or financial resources sufficient to satisfy the requirements of the Workman's Compensation Act.

5. BILLS AND CLAIMS

As an independent contractor, you are responsible for all bills for labor, material, equipment and fuel and other items which are incurred in the performance of this Contract. The Town will not pay such bills.

6. BREACH OF CONTRACT

If you fail to perform according to the terms of this Contract at the time and in the manner specified, that failure shall be a breach of Contract.

In the event of a breach, the Town (through its road commissioner or selectmen) shall immediately give oral notice to you. You will then be required to perform within a reasonable time. "Reasonable time" may vary depending on the nature of the breach and road and weather conditions. In the event, that you still do not (for whatever reason) perform your duties in the time stated, the Town shall have the following options:

(A) Terminate This Contract: We may terminate the Contract by sending you a written notice, stating the reason for termination. You will be paid for all work which is satisfactorily done by that time, but the remainder of the money due you under this Contract may be used to obtain another contractor to maintain the roads.

(B) Substitution: We may hire a substitute contractor to plow and sand the roads, for any period of time we consider necessary. This will be paid with money from your bond. If there are problems obtaining the bond money, substitution will be paid from the remainder of any money due to you (but unearned) under this Contract.

(C) The Town may also seek any other legal remedies available to enforce this Contract.

7. INDEMNIFICATION

You agree to hold the Town harmless from any claim for death, injury, property damage or other loss which may result from your performance of road maintenance under this contract. In the event that such a claim is made against the Town, you will defend the Town, and you will pay any amount (indemnify) for which the Town may be held liable in a legal action for such claims.

8. SUPERVISION AND CONTROL

As independent contractor, you have the right and duty to supervise and control your own employees, agents and equipment. The Town's road commissioner has the right to inspect road maintenance operations, readiness of equipment, and notify you of any problems, errors or non-performance.

All equipment will be harnessed up and ready to use by October 15th. Minimum requirement: Two (2) trucks with plows and sander, 6-7 yard hopper and one (1) wheeler with plow and 10-12 yard sander and backhoe/loader. The road commissioner may order that work be done in a satisfactory manner, to be determined by him. He may also determine the priority of roads to be plowed and sanded.

9. NOTICE AND CONTACT

The following persons shall be available and authorized to accept notices (written or oral), calls and orders:

For the contractor:

TBD

Phone:

Emergency Phone:

For the Town:

Town Office 564-8367

Walter Emmons 564-8443/717-5800

Don Rush 279-6089

Wayne Nason 564-2268

Road Commissioner:

Bob Waitt 217-1848

THREE YEAR CONTRACT

10. PAYMENT SCHEDULE

The Town will pay for your services, in installments as follows:

First Year 2021-2022

Plowing and Sanding:	\$
3,000 yards sand mixed and stockpiled:	\$
First Year Total:	\$

1. \$	Upon successful stockpiling of sand & salt
2. \$	Oct. 15, 2021
3. \$	Nov. 15, 2021
4. \$	Dec. 15, 2021
5. \$	Jan. 15, 2022
6. \$	Feb. 15, 2022
7. \$	Mar. 15, 2022
8. \$	Apr. 15, 2022

Second Year 2022-2023

Plowing and Sanding	\$
3,000 yards sand mixed and stockpiled	\$
Second Year Total:	\$

1. \$	Upon successful stockpiling of sand & salt
2. \$	Oct. 15, 2022
3. \$	Nov. 15, 2022
4. \$	Dec. 15, 2022
5. \$	Jan. 15, 2023
6. \$	Feb. 15, 2023
7. \$	Mar. 15, 2023
8. \$	Apr. 15, 2023

Third Year 20203-2024

Plowing and Sanding \$
3,000 yards sand mixed and stockpiled \$
Third Year Total \$

- 1. \$ Upon successful stockpiling of sand & salt.
- 2. \$ Oct. 15, 2023
- 3. \$ Nov. 15, 2023
- 4. \$ Dec. 15, 2023
- 5. \$ Jan. 15, 2024
- 6. \$ Feb. 15, 2024
- 7. \$ Mar. 15, 2024
- 8. \$ Apr. 15, 2024

Total three (3) year bid price: \$

11. AMENDMENT, SEVERABILITY, JURISDICTION

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

In witness whereof, the parties or their duly authorized agents execute this Contract on this _____ day of _____, ____.

Witness	By Contractor: _____
_____	_____
Witness	By Town
_____	_____
Witness	Selectman: Walter Emmons- _____
_____	_____
Witness	Selectman: Donald Rush- _____
_____	_____
Witness	Selectman: Wayne Nason _____
_____	_____

TOWN OF SEBEC SNOW PLOW BID SPECS

ATTACHMENT A:

ROADS:

	Miles
BURGESS RD	.28
ATKINSON TO BARNARD	6.50
CHAPEL LANE	.039
COVE RD	.35
DOWNES RD	2.58
HUGHES RD	1.25
MOULTON HILL RD	.14
NORTH RD	3.70
OLD BROWNVILLE RD	1.21
RIVER RD	4.42
SANDS RD	.72
TOWER RD	.84
TOWN OFFICE RD	.06
BOWERBANK RD	1.41
LADD RD	<u>.70</u>
Total miles:	24.2

RAILROAD BED ON THE STAGE COACH RD (SAUNDERS).

ATTACHMENT B:

TOWN OFFICE:

DRIVEWAY

PARKING AREA

STEPS + HANDICAP RAMP

OVER HANGING ROOF SNOW

PROPANE TANKS MUST BE KEPT ACCESSABLE

FIRE STATION IN SEBEC:

DRIVEWAY AND PARKING AREA (SNOW BANKS MUST BE PUSHED BACK TO ALLOW FOR PARKING AND MANEUVERABILITY OF EQUIPMENT).

TWO DRY HYDRANTS (KEEP AREA CLEARED)

SCHOOL BUS TURN AROUNDS:

1. SANDS RD

2. LADD RD

3. BOWERBANK RD