

**TOWN OF MT. VERNON  
SNOWPLOWING AND SANDING CONTRACT  
(TOWN ROADS)**

This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is executed by and between the town of Mt. Vernon, hereinafter referred to as the Town, and \_\_\_\_\_, hereinafter referred to as the Contractor. The mailing address of the Town of Mt. Vernon is, 1997 North Road, Mt. Vernon, ME 04352. The mailing address of the Contractor is:

**Witnesseth, that in consideration of mutual covenants made herein, the parties agree as follows:**

- 1. ROADS AND AREAS COVERED:** The only non-road area covered by this contract is the area in front of and adjacent to the Town's Sand/Salt Storage Shed to provide adequate accessibility to that facility and to school bus turnarounds.

<b>NAME OF ROAD</b>	<b>MILES PLOWED</b>	<b>EXPLANATION OF PLOWED AREA</b>
Belgrade	3.5	Fire Station to Castle Island Rd.
Castle Island	.90	Belgrade Rd. to Boat Facility
Old Rome	.75	Belgrade Rd. to 161 Old Rome Rd
Bean	5.95	Belgrade Rd. to North Rd.
Mooar Hill (east)	.40	North Rd. to Transfer Station
Mooar Hill (west)	.20	Bean Rd. to North Taylor Rd
North Taylor	.95	Mooar Hill Rd. to 129 N. Taylor Rd
South Taylor	.55	Bean Rd. to 153 S. Taylor Rd
Journey's End	.45	Bean Rd. to 67 Journey's End Rd
North Cottle Hill	.35	Bean Rd. to Karabin Rd
Dunn's Corner	.70	North Rd. to Wing's Mills Rd.
Seavey Corner	.65	Rt. 41 to Vienna town line
North Ithiel Gordon	1.20	Vienna town line to Walter Green Rd.
South Ithiel Gordon	.45	Rt. 41 to 87 Ithiel Gordon Rd
Hovey Luce	.75	North Rd. to 142 Hovey Luce Rd
Blake Hill	1.50	North Rd. to Rt. 41
Sandy River	.30	Rt. 41 to Fayette town line
Echo Lake	.40	Sandy River Rd. to R. Greenough
Five Seasons	.75	Rt. 41 to 156 Five Seasons Rd
Sadie Dunn	1.05	North Rd. to Readfield town line
Desert Pond	2.50	North Rd. Rt. 41, West Mt. Vernon
Weston	.50	Desert Pond Rd. to 96 Weston Rd
Dill	.40	North Rd. to 83 Dill Rd
North	8.15	Rt. 41 to Readfield town line
Church	.90	North Rd. to Readfield town line
Fogg	1.10	North Rd to Sadie Dunn Rd.
Rat Mill Hill	.90	Wing's Mills Rd. to Readfield town line
Plains	1.55	Bartlett Rd. to Readfield town line

Bartlett	1.20	Wing's Mills Rd. to Belgrade town line
Wing's Mills	3.85	Readfield town line to Belgrade town line
Dunn	.50	Wing's Mills Rd. to Belgrade town line
Spring Hill	.85	S. Cottle Hill Rd. to 180 Spring Hill Rd
Bog	.15	Spring Hill Rd. to 35 Bog Rd
S. Cottle Hill	1.25	Wing's Mills Rd. to Ingham Pond Rd
Currier Hill	.20	.1 North Rd. to Pickett's & .1 back to North Rd.
Carr Hill & Carr Hill Extension	.70	Belgrade Rd. to 139 Carr Hill Rd
<b>TOTAL MILEAGE</b>		<b>46.45</b>

2. **TOWN'S AGENT:** The Town's Agent shall be the Board of Selectmen. The Contractor shall have the right and duty to supervise and control the Contractor's employees and agents. The Town's Agent has the right to inspect road plowing, sanding or maintenance operations, and notify the contractor of any problems, errors, or situations of non-performance. The Town's Agent may order that work be done in a satisfactory manner.
2. **REQUIRED EQUIPMENT:** The Contractor must have available for use at all times to carry out the Contractor's duties under this contract a minimum of one loader and five trucks all capable of plowing and sanding a town road and equipped with such features and of such ratings, dimensions and state of readiness as designated by this section. Of the five trucks required by the contract:
- A. Of the five trucks, four shall be equipped with plow and wing and four with sanders. All five trucks shall be capable of plowing or sanding or both.
  - B. Of the equipped with sanders, two such trucks shall have a minimum ten (10) cubic yard capacity, and the three such trucks shall have a minimum five (5) cu. yard capacity.
  - C. All trucks required by this contract shall be properly registered and inspected according to all applicable state and federal motor vehicle inspection and registration requirements while operating on the public way in performance of this contract.
  - D. All trucks and the loader must be maintained by you in good operating condition, and are subject to periodic inspection by the Selectmen or their designee. The equipment must be ready for inspection by September 1 of each contract year and if you are contracted to plow in more than one town, your equipment must be within a distance that you can be plowing within 30 minutes of being contacted. Failure of the equipment to pass the Selectmen's (or their designee's) approval will constitute breach of contract.
  - E. Adequate manpower to operate the equipment.
3. **PLOWING AND SANDING REQUIREMENTS:** The Contractor agrees to plow or otherwise remove snow accumulated by reason of snowfall or drifting on the roads listed in subsection 1 and to those same roads, apply sand as necessary in accordance with the following conditions:

- A. The Contractor will commence plowing and sanding operations when snow on pavement has reached a depth of two inches.
- B. Snow clearing and sanding operations will continue until the highways are cleared of snow to the outside shoulder. During any sustained snow event, a minimum of three trucks shall be on the road at all times in performance of this contract.
- C. During severe storms or drifting, plows will be operated to maintain two-way traffic.
- D. Any drifting of snow subsequent to the cessation of snowfall shall be cleared as necessary.
- E. In the event a storm ceases prior to the accumulation of two inches, all roads will be properly cleared of snow, except that if the temperature is such as to allow the melting of snow by the application of sand and salt, the Contractor may elect not to plow when accumulation is under two inches provided that the roads are maintained in a safe condition.
- F. The sanders shall be put into operation as soon as the roads become slippery and shall continue as long as the roads remain slippery.
- G. At such times as the Town's Agent shall direct, the Contractor will remove compacted snow and ice from the highway, insofar as possible, so that 3.5' of pavement shall be exposed from the outside shoulder of road,
- H. The Contractor will follow the generally accepted methods and practices of plowing and sanding to ensure a reasonable degree of safe conditions is available to the driving public. Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by the Contractor and monitored by the Town.
- I. The Contractor must reasonably compensate property owners for mailboxes or personal property damaged by negligence while plowing or sanding. The responsibility of proving negligence is the sole responsibility of the damaged property owner. The Contractor must respond to such complaints within 48 hours.

4. **SAND AND SALT:** Sand and salt will be supplied and stockpiled by the Town.

5. **REIMBURSEMENT FOR DAMAGES:** The Contractor shall reimburse the Town for replacement of guard rails, guard rail posts, sign post, or guard posts which are damaged by reason of snow removal operations carried out under this contract if such damages are caused by the negligence of the Contractor or the Contractor's employees or agents, as such negligence is determined by the Town's Agent or (designee).

6. **PERFORMANCE BOND:** No later than September 1 of each year of the contract, the contractor will furnish a Performance Bond, satisfactory to the Board of Selectmen, in the sum of fifty percent (50%) of the contract price of that year of the contract. Accordingly, the Performance Bond shall be in the amount of \$\_\_\_\_\_ the first year, \$\_\_\_\_\_ The second year, \$\_\_\_\_\_ the third year, and \$\_\_\_\_\_ if the contract is extended for the optional fourth year.
7. **INSURANCE:** The Contractor shall carry the insurance described by this section under the following terms:
- A. Show evidence of Workers Compensation Insurance for all persons employed by the Contractor in any capacity related to the performance of this contract.
  - B. A minimum of \$1,000,000.00 combined single limited automobile liability insurance on all contract vehicles so as to indemnify the Town under the terms of this contract.
  - C. The Contractor shall provide the Town with a certificate of insurance coverage as required by this section no later than September 1 of each contract year.
  - D. The Contractor must provide proof of contractor's liability insurance in the amount of at least \$1,000,000.00.
8. **INDEMNIFICATION:** the Contractor shall indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease, death, or injury to or destruction of tangible property including the loss of use resulting therefrom ; and (b) is caused in whole or in part by any negligent act or omission of the Contractor or any of the Contractor's officers, agents, employees, representatives, subcontractors, or any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor shall, at the Contractor's own expense and costs, defend and protect said indemnified parties against all of such claims and demands.
10. **PAYMENTS TO THIRD PARTIES:** The Contractor shall promptly pay all bills for labor,

materials, machinery, tools, equipment, trucks, freight, fuel, and for all other materials contracted for or used during the progress of the work, or before final payment of any money due to the Contractor under the terms of this contract, any claim for labor, materials, tools, equipment, trucks, freight, fuel or for any other materials as aforesaid, or for damages by reason of any acts, omissions, or neglect of the contractor in the prosecution of the work, shall be presented to the Town. The Town may retain such sum or sums from the monies due under this contract as is necessary to discharge all such claims whether for labor, material, or for damages as aforesaid. When the validity of such claims shall be established and finally determined, all such claims may be paid from the amount so retained if it be sufficient for that purpose. If such claims are invalid and groundless, any amount so retained shall be paid to the Contractor, or in case of default of the contract, to the Contractor's surety. Neither the Town nor any employee or agent thereof shall be liable to any individual, firm, or corporation making such claims for failure or refusal to hold and retain any money due under this contract for the purpose of payment of such claim.

- 11. FAILURE TO PERFORM—BREACH OF CONTRACT:** If the Contractor shall, at any time during the duration of this contract, 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 shall immediately give oral notice to the Contractor. The Contractor shall then be required to perform in accordance with that notice in a reasonable time, the specific duration of which shall be stipulated as part of the oral notice given to the Contractor. "Reasonable time" may vary depending upon the nature of the breach, and road and weather conditions. In the event that the Contractor has not performed the duties required of the contractor in accordance with the notice given by the Town in a reasonable time, the Town shall have the following options:
- A. Terminate the Contract.** The Town may terminate the contract by sending the Contractor a written notice stating the reason for the termination. The Contractor shall be paid for all work that is satisfactorily done by that time, but the remainder of the money due the contractor may be used by the Town to obtain another contractor to maintain the roads. In addition, the Town may access the Performance Bond required by this contract to cover any costs accrued or incurred for the reason of the Contractor's failure to perform and breach of contract.
  - B. Substitution.** In the event of a breach of contract caused by the failure of the Contractor to perform according to the terms of this contract, the Town may require a substitute contractor to plow and sand the roads for any period of time the Town considers necessary. This substitution shall be paid with money from the Performance Bond required by this Contract. If for any reason, the Town is not able to access the Performance Bond, the substitution

authorized by this section shall be paid with the remainder of any money due to the Contractor but not yet earned under his contract.

- C. Notwithstanding the options available to the Town under subsection (A) and subsection (B), the Town may also seek any other legal remedy available to enforce this contract or recover losses for reason of the Contractor's breach of contract

**12. COMMUNICATION:**

**A. Telephone Communication** — On or before September 1 of each year of this contract, the Contractor shall designate one or more telephone numbers by which the Contractor can be reached during every storm.

Phone: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_

**B. Written notices** — All written notices from either party of this contract to the other that may be required by this contract regarding breach of contract or notice of extension of contract shall be sent by certified mail, return receipt requested, to the address set forth in the first paragraph of this contract or to any other address for which written notice shall have been subsequently received.

**13. ASSIGNMENT:** This contract and any rights, duties, and obligations thereunder may not be assigned or subcontracted by the Contractor without the written consent of the Mt. Vernon Board of Selectmen. Such consent shall not be unreasonably withheld.

**14. TERM OF CONTRACT:** The term of this contract shall commence on July 1, 2017 and end on June 30, 2020 unless extended for an additional option year pursuant to Section 15, in which case the contract will expire on June 30, 2021.

**15. EXTENSION OF CONTRACT:** The contract awarded hereunder may, at the discretion of the Mt. Vernon Board of Selectmen, be extended for one additional year, without public bidding, and subject to an increase/decrease to match the increase/decrease in the cost of living index, and a negotiated fuel adjustment. Such an extension shall be authorized only if the Contractor has fulfilled all terms and conditions of this contract. The Town will notify the Contractor of the Town's interest in extending this contract and the terms of the extension no later than March 15, 2020 by means of the notification procedures of section 12 of this contract, and by means of notification procedures of the same section the contractor shall notify the Town of the

Contractor's willingness or unwillingness to extend this contract under the terms provided by the Town no later than April 1, 2020.

**16. CONSIDERATION:** In consideration for the performance of all duties and obligations under this contract, the Town will pay to the Contractor the following sums for the respective contract years, subject to the approval of the legislative body in each year at the annual town meeting:

<u>Contract Year</u>	<u>Consideration</u>
2017-2018	\$ _____
2018-2019	\$ _____
2019-2020	\$ _____

If the Town and the Contractor, by mutual agreement, pursuant to Section 15, agree to exercise the option to extend this contract for a fourth year, the consideration shall be as follows:

2020-2021(If extended)	\$ _____
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The Town reserves the right to add or subtract roads, or parts of roads, from this contract as may be necessary during the duration of this contract for reason of the Town Meeting voting to accept additional roads or discontinue existing roads as town ways or for the reason of the board of Selectmen altering the list of roads that are currently closed to winter maintenance. In the event any roads or parts of roads, are added or subtracted from the roads to be plowed and sanded according to this contract, the consideration for that contract year and subsequent years shall be adjusted by the per-mile rate, which is calculated by dividing the total consideration for the applicable contract year by the total number of miles plowed and sanded by the contractor at that time. If, for any reason, the Town adds or subtracts roads or parts of roads to this contract in the middle of the snowplowing season, the adjusted consideration on the basis of the adjusted per-mile rate shall be pro-rated for that contract year on the basis of the percentage of the snowplowing season remaining.

- 17. PAYMENT SCHEDULE:** The total amount due to the Contractor for any contract year shall be paid as follows:
- A. Twenty percent (20%) by the first regular payroll warrant in September.
  - B. Seventy percent (70%) in six equal installments payable by the first regular town payroll warrants in November, December, January, February, March, and April.
  - C. Ten percent (10%) by the first regular payroll warrant in May.
- 18. NO INTENDED CREATION OF THIRD PARTY BENEFICIARIES:** It is not intended by the provisions of any part of this contract to create the public or any member thereof as a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage under the terms or provisions of this contract.
- 19. ANTIDISCRIMINATION CLAUSE:** The Contractor will act in compliance with Title 5 MRSA Section 784, subsection (2) (A-D), which statute is hereby incorporated by reference.
- 20. AMENDMENT OF ENTIRE AGREEMENT:** This contract constitutes the entire agreement between the parties to this contract. There is no other oral or written agreements, promises, or representations that exist between the parties to this contract with regard to the purposes contemplated herein. This contract may be amended only by writing, signed by both parties.
- 21. CONTRACT BINDING:** All of the rights, duties, and obligations of the Contractor under this contract shall be binding upon and inure to the benefit of the Contractor's successors in interest, legal representatives and assigns approved by the Town.
- 22. SEVERABILITY:** If any part of this contract is declared by a court of competent jurisdiction 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.

Date: \_\_\_\_\_

By: Select Board, Town of Mt. Vernon

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_

By: Contractor \_\_\_\_\_  
 \_\_\_\_\_



**TOWN OF MT. VERNON  
SNOWPLOWING AND SANDING CONTRACT  
(TOWN ROADS)  
Bid Requirements**

Please submit your bid to the Town of Mt. Vernon for the job of snowplowing and sanding the winter roads. We are asking that you please adhere to the following requirements:

- All bids must be sealed and returned to the Selectmen of the Town of Mt. Vernon by **April 3, 2017 no later than 7:00 p.m.**
- The contract is in this packet for reference and you do not have to fill it in, but please fill in the **Bid Data Sheet** and submit it in an envelope sealed.
- Please label the bid with “Snowplowing Bid”.
- Only one sealed bid per contractor will be accepted.
- Once a bid is submitted it cannot be taken back to be replaced by another bid.
- The bid must be initialed by the receiving Clerk or Selectman along with the date and time it was received. The bid will be placed in a special file marked ***Snowplowing and Sanding Contract Bids 2017*** which will be kept in the Selectmen’s Office.
- If you require a receipt when you turn the bid in please let the Clerk or Selectman know.
- No bids will be allowed to be faxed in.
- All bids will be opened at the beginning of the April 8, 2017 regular Selectmen’s meeting.
- The Selectmen reserve the right to reject any or all bids, including without limitation, nonconforming, non responsive, unbalanced or conditional bids.

# Bid Data Sheet for Snowplowing and Sanding Contract

2017-2020+

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**TELEPHONE COMMUNICATION:** On or before September 1 of each year of this contract, the Contractor shall designate one or more telephone numbers by which the Contractor can be reached during every storm.

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