

**Town of Roxbury**  
**CONTRACT FOR SNOW PLOWING & ICE CONTROL**  
**2023 to 2026 Seasons**

The Select Board for the Town of Roxbury herein referred to as “Town”, as authorized by the Town Meeting, enter into this contract with \_\_\_\_\_ of \_\_\_\_\_, Maine, hereinafter referred to as “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:

State Route #120 (State Road)	7.05 Miles (Andover to Mexico’s Town Lines)
Main Street, South Shore Road	2.44 Miles (from Byron line to Route #120)
Medawisla Way	0.12 Miles
Horseshoe Valley Road	
And Swain Farm Road	3.03 Miles (Including bus turns)
Frye Crossover Road	0.33 Miles
*Town Roads in Village	0.51 Miles (Including bus turns)
Canwell Hill Road	
South Railroad Street	
South Hillside Street	
North Hillside Street	
Old County Road	0.14 Miles (Roxbury Pond)
 Total:	 13.62 Miles

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 Parking Lot to include clearing snow and ice from the five (5) building exits and the Fire Truck doors. Must do frequent passes to ensure these areas are clear during storms. Must maintain a reasonable amount of sand in sand bucket by main door.
- B. Maintain the Ellis Pond Boat Launch parking area.
- C. Snow removal around (2) two dry hydrants location on Main St. Bridge & Swain Farm Road to allow safe and continues access for Fire Department..

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

**2. Term of Contract.**

The term of the contract is for three (3) years, covering the Winter Season from October 1<sup>st</sup> to May 31<sup>st</sup> (hereinafter “Winter Season”), beginning on October 1<sup>st</sup>, 2023 and ending on May 31<sup>st</sup>, 2026. The Town may choose to extend this Contract for an additional years according to the provided bid under all of the terms of this Contract. The Town must notify the Contractor in writing by March 1<sup>st</sup>, 2026 if the Town would prefer to extend the Contract for the addition Winter Season.

**3. Bonds, Insurance and other Paperwork.**

The Contractor shall provide a Performance Bond, insurance certificates and all other needed paperwork (ex. Valid Maine DOT Transportation Sticker, Maine State Registration with a Maine State Commercial Inspection Sticker.), conforming to this Contract by August 1<sup>st</sup> of each year. Failure to conform can result in termination. Each Winters Season initial payment will be contingent upon the Town having this information on file. A Bid Guarantee letter is required, covering the full three years of the Contract. The Performance Bond will be necessary and such bonds shall set reasonable standards to ensure the best interest of the Town.

**4. Payment.**

The Town agrees to the following payments to the Contractor each season, for all work conforming to the terms of this Contract. Each Winter Season’s payments will be contingent upon the Town having this information on file. Each Winter Season’s total payment shall be made in six installments as specified below:

17% of the total price by or on October 31.  
17 % of the total price by or on November 30.  
17% of the total price by or on December 31.

17% of the total price by or on January 30.  
17% of the total price by or on February 28.  
15% of the total price by or on March 31.

The final payment will be contingent upon all equipment and Contractor property being removed from Town property and Salt/Sand Shed being cleaned.

**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/ Road Commissioners. For this contract the Town Office can be contacted at 364-3982 or by mail at:

Town of Roxbury  
PO BOX 24  
1095 Roxbury Rd  
Roxbury,ME 04275

## **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 remain 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 Commissioners or the Roxbury 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 appropriate response within 30 minutes. The Contractor shall also provide his/her cell phone number, radio frequency and other contact information to the road Commissioners. If the Contractor fails to respond to any storm event or Road Commissioners 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 Commissioners.

- (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 4:00 a.m. through 8:00a.m. and during the evening hours from 4:00p.m. through 7:00 p.m. These hours 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 during all hours as needed.
- (d) At such times as the Road Commissioners shall direct, the Contractor will remove compacted snow and ice from the road, insofar as possible, so that 3 ½ feet of pavement will be exposed on each side of the centerline. If the Road Commissioners deem necessary, the Contractor may be required to remove all compacted snow and ice on the paved portion of any road.
- (e) The Contractor shall work such that within 24 hours following the end of a storm the highway shall be returned to bare pavement. 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. Also open up all intersections for visibility for vehicles.

- (f) 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 Commissioners. Contractor must attend 'Snow & Ice Control on Maine's Local Roads training given by Maine Department of Transportation.'
- (g) If the Town of Roxbury is declared to be a natural disaster, by the Governor of the State of Maine or the President of the United States during the duration of the agreement, and the Town of Roxbury qualifies for and receives federal or state reimbursements, 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 Roxbury. 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 Roxbury from the State of Maine or the United States Government.

#### **8. Equipment Requirements.**

The **Contractor** shall furnish the equipment listed in the Proposal, incorporated herein, plus such additional equipment as may be necessary to perform the work herein described to the satisfaction of the Town's representative. The **Town's** representative shall be the Road Commissioner unless the Road Commissioner is the **Contractor**, in which case, the Town's representative shall be its Municipal Officers.

EQUIPMENT REQUIRED BEING IN THE OWNERSHIP OF **CONTRACTOR** BY AUGUST 1, 2023:

1. Two (2) trucks of at least 24,000 GVW equipped with a snowplow, wing and sander. The sander will have a capacity of at least 6 cubic yards. Trucks must have chains or spinners.
2. Two 1-ton or larger trucks with snowplow, wing and sander.
3. One front end loader to load trucks with sand or salt.
4. Grader with 7-9 foot wing for pushing back snow banks.
5. **Contractor** must have one back hoe Loader.
6. Enough trained and certified personnel to properly and safely operate equipment.
7. Suitable backup equipment in case any of the front-line equipment is out of service.
8. **All above mentioned vehicles must have:** (Valid Maine Dot Transportation Sticker, Maine State Registration with a Maine State Commercial Inspection sticker).

9. Selectmen will do an onsite inspection of said equipment including ensuring said vehicles are in running condition each year and before the signing of contract.

10. It shall be understood that, at any time sanding or plowing has not been done within a reasonable time, the Select Board **shall have the right to call in other equipment and Contractor shall forfeit the amount of his wages.**

11. Proof of ownership or Lease Agreement and readiness of 100% of the above mentioned equipment must be made to the Select Board by August 1st, 2023 or bid shall be forfeit.

12. No sub-contracting shall be done unless pre-approved by the Select Board.

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 Commissioners.

All equipment must be maintained by Contractor and be in good operating condition and is subject to periodic inspection by the Road Commissioners. The Contractor shall provide complete list and status of all the equipment and be ready for inspection by August 1<sup>st</sup> of each year. Failure of the equipment to pass the road Commissioners 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 Commissioners.

### **9. Sand & Salt Requirements.**

a) The Contractor agrees to distribute sufficient sand and salt for operations required by this agreement. The Town estimates that, for all areas to be treated using a “deicing approach” (sand/salt mixture during the storm) a 1,000 cubic yards of winter (salted) sand plus approximately 150 tons of rock salt (for clean-up activities) will be necessary for each Winter Season. Town of Roxbury to supply and purchase all sand and salt required.

b) Maximum gradation of winter sand shall be ½ inch, and all sand will be screened to that size prior to use on the highway.

c) The Contractor must mix salt with each cubic yard of sand before the sand is stockpiled. (Cost for mixing per cubic yard is additional – see Bid Sheet). The percentage of salt/sand mixture will be determined by Road Commissioners every year.

d) Trucks must be equipped with either tailgate or hopper sanders, which are 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. The Contractor agrees to comply with the directions of the Town’s Representative concerning the application of pure salt. In most cases, the use of pure salt in an anticipating strategy will be in accordance with State Guidelines.

e) Contractor agrees to pay particular attention to the sanding of hills, curves, curbing, catch basins and intersections, and to apply extra sand and salt to such locations when necessary.

- f) The Contractor agrees to use the Town Sand Salt storage Area as the intended location of sand/salt stockpiles.
- h) 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.
- I) Stockpiles of sand will be so located at the Town of Roxbury's permitted Site located at 823 Roxbury Notch Road in the said Town of Roxbury, Maine
- j) Contractor agrees to have all sand/salt stockpiles established by October 1, of each year that this contract is in effect.
- k) The Contractor shall, at the end of each storm event, report the total material quantities used in Performing the Work to the Town's designated representative. 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. This seasonal log must be submitted to the following address prior to final payment at the end of each Winter Season: *Town of Roxbury Office, 1095 Roxbury Road, Roxbury, ME 04275...*

#### **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. 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.

#### **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 guardrails, guardrail posts, signs or sign posts. The preceding sentence includes damage to vehicles. Contractor agrees to reimburse the Town for the replacement of guardrails, guardrail posts, signs, or sign posts damaged by Contractor if resulting from the Contractors negligence as determined but the Road Commissioners. 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 from the Contractor. The Contractor will correct or pay for all damages resulting from this contract before release of the final payment of each contract year.

#### **12. Insurance.**

The Contractor must provide signed, valid and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured for insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, and 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 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.

b) Automobile. The Contractor must 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 \$500,000.00 per occurrence.

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 Department, in an amount not less than 500,000.00 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, 14M.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 by August 1<sup>st</sup> of each 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 Contractors Personal Property tax payments are current with the municipality during each contract year.

### **13. Performance and Payment Bond.**

The performance and payment bond are required. Said bonds must be in the amount of 100% of the contract price 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 bond must be payable to the "Treasure – Town of Roxbury" and must be on the Department's forms (or exact copies thereof) or must not contain any significant variations from said forms as determined in the sole discretion of the Department. By issuing, executing, or becoming potentially obligated under a bond, the surety agrees to be bound by all of the terms of the Contract documents, including those related to the Department's self-help remedy provided in Contract.

### **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, 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.

### **15. Termination.**

(a) Notwithstanding any other provision of this Contract, the Contractor and/or the Surety shall be in default and the Department, in its sole discretion may terminate this Contract, if the contractor and/or the Surety:

- (1) Fails to provide equipment that meets the Road Commissioners approval by August 1<sup>st</sup> ;
- (2) Fails to begin the work as required by the contract;
- (3) Fails to perform the work with sufficient workers and equipment or materials to meets the terms of the Contract;
- (4) Discontinues the prosecution of the work;
- (5) Fails to resume work which has been discontinued within a reasonable time after notice to do so;
- (6) Subcontracts any of the work without the approval of the Town;
- (7) 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;
- (8) Fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the Town;
- (9) Fails to perform the Work in a satisfactory manner as determined solely by the Town.

b) 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.

c) 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.

d) 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.

e) 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 of Roxbury's Tax Payee's. 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.

f) 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. 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.

**17. General Provisions**

a) Incorporation by Reference. The advertised “Notice to Contractors”, the “Bidding & Contracting Requirements for Contracts for Snow Plowing & Ice Control”, all addenda signed by the Town and the Contractor’s “Bid for Snow Plowing & Ice Removal 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) Invalidity 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 Commissioners.

**18. Purchase of Salt.**

The salt for the contract will be ordered through the Town of Roxbury’s Office and the cost will be paid by the Town of Roxbury.

**19. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractors 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 the 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 execute two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contain in the Contract Documents.

**BIDDER INFORMATION:**

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

Bidder:

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Bidder Name	Bidder Contact Person
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Bidder Street Address or PO BOX	Bidder Telephone Number
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Bidder City, State, ZIP	Bidder Tax ID # (Employer # or Soc. Sec.#)
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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)*

**Town of Roxbury  
Highway Contract- Winter Bid Form  
2023 thru 2026 season**

**Bid Cost per mile:** Year #1 \_\_\_\_\_ x 13.62 miles = Total \$ \_\_\_\_\_  
Year #2 \_\_\_\_\_ x 13.62 miles = Total \$ \_\_\_\_\_  
Year #3 \_\_\_\_\_ x 13.62 miles = Total \$ \_\_\_\_\_

**TOTAL ALL 3 YEARS = \$ \_\_\_\_\_**

**Bid Fall Sand Delivery:** Oversee and piling, mixing salt of sand delivery in fall of each years –  
Minimum of 500 Cubic Yards:

Bid cost of cubic yards sand and salt combined: \$ \_\_\_\_\_

In witness whereof the parties, or their duly empowered representatives, have executed this agreement on the date and year first written

Select Board, Town of Roxbury:

\_\_\_\_\_  
Timothy Derouche, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew Patneau

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ray Hodsdon

\_\_\_\_\_  
Date

Contractor Print Name: \_\_\_\_\_

Contractor Sign: \_\_\_\_\_

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