

Town of Chelsea

Town of Chelsea Winter Maintenance Contract

The Chelsea Selectboard is inviting bids from qualified contractors for the Winter Maintenance Contract. Bids are being accepted using two methods:

- a. Salt Priority
- b. Sand Priority

Prospective bidders must obtain bid instructions and contract documents from the Town Manager at the Chelsea Town Office, or Chelsea's Website at www.chelseamaine.org. Bidders may bid on one method or both methods. There will be a pre bid meeting with the Chelsea Selectboard on May 25, 2022 at the Chelsea Town Office at 6pm.

Completed bid forms must be received in sealed envelopes addressed to the Road Commissioner at the Chelsea Town Office, 560 Togus Rd, Chelsea, ME 04330, prior to 3pm on June 2, 2022. The bidders name and address MUST be clearly marked on the envelope along with the title "**Winter Maintenance Contract Salt Priority**" or "**Winter Maintenance Contract Sand Priority**".

Bids shall be opened and read aloud by the Road Commissioner on June 2, 2022 at 3pm. The Selectboard is not obligated to accept any bid and may reject any or all bids.

Sand Priority

Town of Chelsea
560 Togus Road
Chelsea Maine 04330
207-582-4802
chelseamanager@chelseamaine.org

Request for Proposals

For

Winter Maintenance Contract

Salt Priority

GENERAL

The Town of Chelsea (Town) is seeking sealed proposals for Winter Maintenance Contract for a three-year period beginning July 1, 2022. There will be a pre bid on May 25, 2022 at 6pm held at the Chelsea Town Office.

QUESTIONS

Bidders shall direct all technical or engineering questions, including requests for explanations or interpretation, in writing to the Town. All questions must be in writing/facsimile and must be received at least five (5) business days before bid opening. A question and answer sheet will then be provided to all interested proposers who have email addresses on file. Any addendums will be published on the Town's website (www.chelseamaine.org).

RESPONSES

Responses to the RFP must be sealed and are due no later than 3pm local time on June 2, 2022. Emailed or faxed submissions will not be accepted. Only hand-delivered or mailed responses are acceptable.

SUBMISSION REQUIREMENTS

All submissions must include the following information to be considered by the Town of Chelsea:

- Cover letter stating the company's interest in the RFP.
- List of equipment that the company controls to be used for this contract.
- List of references (three minimum, two of which must be commercial).
- Proof of insurability (one-million-dollar liability with the Town listed as additionally insured).
- A completed RFP Response page (included).

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EXCEPTIONS

Please list any exceptions to your proposal on a separate sheet and include it with your response.

CONTRACT AWARD & DURATION

Any contract entered by the Town of Chelsea shall be in response to the proposal and subsequent discussions. The award shall be based on the criteria described herein.

A contract with the specifications of the agreement shall be sent to the company selected by the Town. The general requirements of the contract are as follows:

- The duration of the contract shall be three (3) years from the date of its execution.
- The Town will conduct periodic reviews of the company’s performance.
- The Town reserves the right to terminate any contract at its discretion with 30 (thirty) days with written notice.

The Bidder understands that the above amount is to cover all services, materials, and labor to complete the project in accordance with the contract.

The Bidder certifies that it has the financial ability to procure all necessary services and materials and has, or will have, sufficient personnel and equipment to perform the contract and is able to complete the project in the time required. Bidder also certifies that it has adequate and up-to-date liability & automobile insurance, workers comprehensive insurance, and that all necessary personnel are properly trained and/ or licensed to operate required equipment.

Bidder attests that it has an in force "Drug-Free Workplace Policy".

Bidder has read and understands the bid instructions provided, separate attached pages and Appendix “A”, the information requested by the Town.

INDEMNIFICATION

The successful company shall agree to indemnify and hold the Town of Chelsea harmless from claims, demands, suits, causes of action and judgments arising from the company’s performance.

Bidders shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") relating to the bid documents, site conditions, or any other information that may significantly affect the cost, quality, conformity, or timeliness of the work. If a bidder discovers any such ambiguity, etc., it must notify the Town immediately in writing. Failure to provide such notice constitutes a waiver of any claim for entitlement for additional compensation or time related to such ambiguity, etc. The Town shall interpret the meaning and effect of any ambiguity, etc., in the manner it deems appropriate at its sole discretion and Bidder agrees to be bound by such interpretation.

Sand. Priority

Quantities shown in the bid documents are estimates only to be used for the preparation and comparison of bids. They may be increased, decreased, or eliminated in their entirety.

Before submitting a Bid, the Bidder is responsible for: (A) obtaining and examining the plans, specifications, all bid amendments, and all other bid documents; (B) examining the information provided or referenced in the bid documents; (C) examining the site(s) of work and making other examinations and investigations that are needed to make the bidder fully aware of the conditions that would be encountered in performing the work, and (D) communicating with the Town before bid opening.

Contractor must furnish a Performance Bond, satisfactory to the Town, in an amount equal to at least 100% of the annual contract price. This bond must be obtained by Contractor prior to August 1st and maintained throughout the term of this contract. The purpose of the performance bond is to make money available to the Town in the event Contractor does not complete part or all of the duties under this contract. The bond money will be used to complete the work. The initial monthly payment to the Contractor as well as future payments will be contingent upon compliance with this requirement

RESERVATION OF RIGHTS

The Town of Chelsea reserves the right to reject any and all bids or proposals, decline to proceed with the selection of any candidates, to request additional qualifications and to make inquiries as may be necessary to verify qualifications. Nothing in this document shall require the Town of Chelsea to proceed with any of the identified services stated in this request for proposals. If the Town of Chelsea enters a contract for services, the Town shall have the exclusive authority to make decisions regarding any project or work readiness, compliance, and completion.

Sand Priority

2022- 2025 Snow Removal and Ice Control Services Contract

This Contract is made by and between the Town of Chelsea, Maine (“Town”) and _____ (“Contractor”) for the purpose of providing snow and ice control on the Town’s roads.

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

1. SCOPE OF WORK

The Contractor shall remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same on the sections of roadways as **well as school bus and winter plow truck turnarounds**. In the event of an accident or fire you may need to do emergency sanding on town or state roads listed in Appendix A. The Town will set priorities of the maintenance of roads to be followed by the Contractor. These are generally described in the Appendix A, but may be altered by the Town during specific storm events or due to other conditions at the discretion of the Town

2. TERM OF CONTRACT

The initial term of the contract is for three years, from the Winter of 2022-2023 through the Winter of 2024-2025. The parties may mutually agree to extend this Contract for up to one additional year on an annual basis and under all of the terms of this Contract. The Contractor must notify the Town in writing by December 31st, if the Contractor desires to extend the Contract.

The Contractor and its 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 the Contractor and the Contractor 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.

3. CONTRACT SUM

3.1 The Town shall pay the Contractor for the performance of the Contract as follows. (Note: sand and salt are provided by the Town as specified in Section 6.)

2022 – 2023 Winter Season: _____
2023 – 2024 Winter Season: _____
2024 – 2025 Winter Season: _____
Total Contract Sum: _____

3.2 Each Winter Season’s total payment shall be made in six equal installments on the first warrant of each month beginning in November of each of the three Winter Seasons.

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CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES, 2022 –2025

3.3 The Contractor shall be responsible for paying all bills for labor, materials, equipment, fuel, and other items incurred in the performance of this Contract.

4. WORK STANDARDS

4.1 The Contractor shall commence plowing and sand and salt application operations no later than when snow on the pavement has reached a depth of one-half inch if the snow is wet and one inch if dry. Sanding and salting shall commence upon any accumulation of ice on roads. The Town may direct that activities commence under different conditions as may be necessary to protect public safety under specific road or storm conditions. Operations will continue until the highways are cleared of snow to the outside shoulders. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. Immediately after the extreme conditions have subsided, snow will be removed to the outside of the shoulders of the highways. Contractor personnel must have cell phones or radio equipped vehicles so that messages of urgency can reach the plowing or sanding vehicles without delay. The Contractor shall provide a local supervisor who is at all times immediately available to direct operations and communicate with the Town.

4.2 The Contractor shall use appropriate methods and practices of plowing and sand and salt application to ensure continuity of operations with adjacent plow routes that may be addressed by municipal forces, state forces, or other contractors. Such methods shall also ensure that the speed of the plows is low enough to allow efficient plowing and sand and salt use and that appropriate care is taken to minimize the potential for damage to personal property adjacent to the highway i.e.mailboxes. Maine Department of Transportation methods and precautions shall be followed.

4.3 The Contractor shall pay particular attention to the commuter hours that exist Monday through Friday during the morning hours from 4:00 a.m. through 8:00 a.m. and during the evening commuter hours from 3:00 p.m. through 8:00 p.m. These hours will require a higher level of service in the form of shorter plowing cycle times and additional sand and salt usage. Conversely, between the hours of 8:00 p.m. and 4:00 a.m., longer cycle times and less sand and salt usage is normal; however, the Contractor shall maintain a presence on the roads to ensure that conditions remain acceptable.

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

4.5 The Contractor shall maintain a supply of sand outside the Sand and Salt Building for use by residents of the Town. The Contractor shall ensure sand is available to residents throughout the Winter Season inside the structure built for that purpose.

4.6 When possible, the Contractor shall take the measures necessary to minimize the spillage of sand and salt mixture outside of the Sand and Salt Building. Trucks will be loaded inside the

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building whenever feasible. Spilled sand and salt mixture will be cleaned up promptly and the area will be cleaned returned to its previous condition in the spring prior to May 1st.

5. EQUIPMENT REQUIREMENTS

5.1 The Contractor must furnish the equipment listed in its bid documents plus such additional equipment that may be necessary to perform this contract in an efficient and effective manner. 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. Equipment shall be available for the Town's inspection by September 15 of each contract year. In the event equipment is being acquired and is unavailable, the Contractor shall provide the Town with a valid purchase/lease agreement fully describing the equipment. All vehicles and other equipment used in fulfillment of this Contract shall be maintained in good, safe and operable condition and be available for use at all times.

5.2 The Contractor shall maintain and make available at least the following equipment.

- 1). Two (2) trucks of at least 26,000 GVW fully equipped with a snowplow, wing and sander.
- 2). Two (2) 4wd trucks of at least 19,000 GVW fully equipped with a snowplow, wing and sander.
- 3). A loader with plow and wing may be utilized to replace one of the 26,000 GVW trucks.
- 4). Front End Loader to be kept at Sand & Salt Building for loading trucks and cleaning up the area.
- 5). All equipment will be equipped with warning lighting required by Maine laws.
- 6) The last 4 inches of the outside edges of plows and wings will be painted in a fluorescent color (orange or green) and be maintained throughout the season. The presence of the color on mailboxes and post will be used to assist in determining which mailboxes are hit by plowing operations and which are damaged by the force of snow exiting the plow and wing.

5.3 Upon Road Commissioner or Selectboard requests, or in the event of an equipment breakdown, Contractor shall have available by lease, rental or sub-contractor:

- 1) Two additional 26,000+ GVW vehicle(s) fully equipped with a snowplow, wing, and sander.
- 2). One grader complete with scarifying blades.
- 3) Front End Loader

5.4 Trucks must be capable of controlling the amount of sand and/or salt spread to ensure desired application and to avoid the use of excessive quantities.

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6. SAND AND SALT

6.1 The Town will supply the sand and salt to be used in conjunction with this Contract.

6.2 It is acknowledged that the Town is not a salt priority town. If straight salt is required for emergency situations, approval must be obtained from the Town.

6.3 In the application of sand and salt, particular attention shall be given to hills, curves and intersections, and extra sand and salt will be applied at such locations as necessary to ensure safe travel conditions.

6.4 The Contractor shall inform the Town Office whenever additional sand or salt is needed at the Sand/Salt shed.

7 INSURANCE

7.1 At the time of contract signing, the Contractor shall provide an insurance certificate(s) issued by companies acceptable to the Town. The certificate(s) shall identify the specific project and shall name the Town as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten days prior written notice by registered letter has been given to the Town.

7.2 Workers' Compensation Insurance. The Contractor must 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.

7.3 Automobile. The Contractor must carry Automobile Liability Insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with this Contract in an amount not less than \$1,000,000.00 per occurrence.

7.4 Commercial General Liability. The Contractor and any subcontractors shall carry commercial general liability or other coverage affording equal or greater protection as determined by the Town, in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

7.5 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.

8. BONDS

8.1 Performance and Payment Bonds. The Contractor shall furnish a Contract Bond or irrevocable letter of credit satisfactory to the Town in an amount equal to 100% of the annual contract price. Such bonds 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

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Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies”. The bonds must be payable to the “Town of Chelsea” and must be on forms approved by the Select Board. By issuing, executing, or becoming potentially obligated under a bond, the Surety agrees to be bound by all of the terms of this Contract.

8.2 The Contractor shall provide bonds conforming to this Contract by September 15 of each contract year.

9 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 this 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 pay such claims.

10 PROPERTY DAMAGE

The Contractor agrees to reimburse the Town for the replacement of guardrail, guardrail posts, signs, signpost or guard posts damaged by the Contractor if resulting from the Contractor’s negligence as determined by the Road Commissioner or Selectboard.

11 INDEMNIFICATION

The Contractor hereby indemnifies, defends and holds harmless the Town and its officers, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease or death) and/or tangible property damage arising out of or resulting from the performance of the Work by the Contractor, and its subcontractors, sub-consultants, engineers, suppliers, any individuals or entities directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Damages covered by the preceding sentence include, but are not limited to, all dispute resolution costs including court costs, attorneys fees, and the fees of engineers, arbitrators and other professionals related to dispute defense and preparation.

12 TERMINATION

12.1 Notwithstanding any other provision of this Contract, the Contractor and/or the Surety shall be in default and the Town, in its sole discretion may terminate this Contract, if the Contractor and/or the Surety:

- (i) fails to begin the Work as required by this Contract;
- (ii) fails to perform the Work with sufficient workers and equipment or materials to meet the terms of this Contract;
- (iii) discontinues the prosecution of the Work;
- (iv) fails to resume work which has been discontinued within a reasonable time after notice to do so;
- (v) subcontracts any of the work without the approval of the Town;

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- (vi) becomes insolvent, files for bankruptcy, allows any final judgment to stand against him unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Town;
- (vii) fails to perform the Work in substantial conformity with any material provision of this Contract as determined by the Town; or
- (viii) fails to perform the Work in a satisfactory manner as determined solely by the Town.

12.2 The Town may remedy such noncompliance with Town or contracted forces and terminate the Contract and/or deduct the cost thereof from payments otherwise due the Contractor.

12.3 Notice of termination, and the reasons for such, shall be provided in writing by certified mail or personal delivery to the Contractor. In emergency situations, notice may be provided verbally with written notice mailed or delivered as soon thereafter as practicable.

12.4 At its sole option, the Town, in the event that circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

12.5 The Town may terminate this Contract for convenience for any reason that is in the best interest of the Town. Such reason may include non-appropriation of funds by Town Meeting. Terminations caused without the fault 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.

12.6 In such case of a Termination for Convenience, all work completed as of the date of termination will be paid by prorating by date all remaining amounts payable under this Contract. The Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

13 MISCELLANEOUS PROVISIONS

13.1 This Contract shall be governed by the laws of the State of Maine.

13.2 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.

13.3 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.

14 CONTRACT ADMINISTRATION

14.1 As an independent contractor, the Contractor has the right and duty to supervise and control their own employees.

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Bid Form for 2022-2025 Snow Removal and Ice Control Services Contract

Please provide all requested information. Attach additional pages as necessary.

Bidders Name: _____

Bidders Address: _____

Telephone: _____

Contact Person: _____

Section 3.1: Contract Sum

2022 – 2023 Winter Season: _____
2023 – 2024 Winter Season: _____
2024 – 2025 Winter Season: _____
Total Contract Sum: _____

Section 4.1 Work Standards. Please describe the communication system to be used.

Section 5.2 & 5.3 Equipment Please list all proposed equipment that will be used.

Section 8. Bonds: Do you have, or can you obtain, an irrevocable letter of credit or a bond in the amount of your bid shown in Section 3.1? _____

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Section 14 Contract Administration. Please list the authorized persons and phone numbers.

References: Please list all municipal plowing and sanding work within the past 6 years, miles of roads in each town and dates.

Please list any plowing or related experience.

Please list any exceptions to the terms and conditions of this contract:

Certification. I, the undersigned, certify that I am a duly authorized representative of the Bidder and I have read and fully understand the Town of Chelsea's "Contract for Snow Removal and Ice Control Services, 2021-2024.

I further certify that the information contained herein is true and accurate and that the Bidder is fully capable of complying with the said Contract if awarded the bid. I understand that the Town of Chelsea reserves the right to reject any, and all, bids.

BY _____ DATE _____

Printed Name and Title _____

WITNESS _____ DATE _____

Sand Priority

Appendix "A"

CHELSEA WINTER MAINTENANCE ROAD LIST 2022

APPROXIMATELY 26 CENTERLINE MILES

Distance in miles		Distance in miles	
Allen Ave	.04	Birch Street	.11
Beech Street	.76	Cheney Road	.48
Birmingham Road	.47	Cony Road	.63
Collins Road	.97	Davenport Road	.63
Cooper Road	.27	Dr. Mann Road	.88
Dondero Road	.85	Gilbert Drive	.16
Ferry Road	.65	Hallett Street	.21
Goodwill Drive	.09	Hankerson Road	1.9
Hallowell Road	3.4	Hillcrest Drive	.23
Hemlock Ridge Road	.26	Keith Street	.28
Intervale Road	.57	McLaughlin Circle	.70
Maple Street (Aaron)	.10	Nash Street	.13
Mud Mill Road	.27	Norway Drive	.25
Nelson Road	1.53	Oak Ridge Drive	.17
Old Thomaston Road	.06	Patterson Road	.08
Partridge Place	.20	Skyline Drive	.20
Searles Mill Road	.78	Spruce Lane	.02
South Dondero Road	.48	Sylvan Way	.15
Sulya Road	.29	Tasker Road	.15
Sylvester Avenue	.10	Wellman Road	.81
Town House Road	1.8	Windsor Road	3.23
Williams Road	.42		

The Town is considering plowing and sanding a portion of the roads to help offset the cost of establishing a small road maintenance program.

Distances therefore may be added and subtracted during the term of this contract. Price will be adjusted accordingly based on cost per mile at the beginning of each contract year