

TOWN OF READFIELD, MAINE

Bidding & Contracting Requirements for Snow & Ice Control Contract

Contract Term: October 1, 2016 through May 1, 2020

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink 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
 - c. Bid Bond Guaranty letter for the Four years of the contract
3. For security and other reasons, all Bid Packages which are mailed must be sent to:

Town Manager, Town of Readfield,
8 Old Kents Hill Road, Readfield, ME 04355,

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: Readfield
Date of Bid Opening: 3:00 p.m. August 11, 2016, Gile Hall
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:

Double Envelope: Bid Enclosed
Project: Snow & Ice Control Contract
Town: Readfield
Date of Bid Opening: 3:00 p.m. August 11, 2016, Gile Hall
Name of Contractor:

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: Readfield
Date of Bid Opening: 3:00 p.m. August 11, 2016, Gile Hall
Name of Contractor:

4. There will be a ***Mandatory*** pre-bid meeting for all bidders at 10:00am on Thursday, July 28, 2016 at the Readfield Town Office. Bids submitted by bidders not in attendance at this meeting will be considered nonresponsive.

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 lowest priced, responsive and responsible bid.
6. Use the enclosed form for any requests of information prior to Bid opening.

Town of Readfield, Maine Contract for Services

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: Contract or Services being considered:

Request by: _____ **Phone:** (_____) _____

Bid Date: _____ **Fax:** (_____) _____

Complete top portion of form and transmit to the Town Office via fax at (207) 685-3420 or email to readfield.tmgr@roadrunner.com

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RFI No: _____ **RFI received:** _____

Response: _____

Response By: _____ Date: _____

***** End Bidding & Contracting Requirements for Snow & Ice Control Contract *****

TOWN OF READFIELD, MAINE
Bid for Snow & Ice Control Contract
Contract Term: October 1, 2016 through May 1, 2020

TO: Town of Readfield
ATTN.:
Town Manager 8 Old
Kents Hill Road
Readfield, ME 04355

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 READFIELD 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 Readfield. 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.

ITEM 2:

The Bidder offers to provide up to 4,000 yards of mixed 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)

ITEM 3:

The Bidder offers to provide additional mixed winter salt and sand, for the initial year of the contract, for the per-yard unit price of:

_____ \$ _____
(unit price in words) (unit price in numerals)

ITEM 4:

The Bidder offers to provide straight dry rock salt, for the initial year of the contract, for the per-ton unit price of:

_____ \$ _____
(unit price in words) (unit price in numerals)

ITEM 5:

The Bidder offers to provide all labor and equipment to perform the work identified in Section 1, subsections A through D, and labor for subsection E, of this contract for the following hourly prices:

Section 1, subsection A:	\$ _____	Per Hour
Section 1, subsection B:	\$ _____	Per Hour
Section 1, subsection C:	\$ _____	Per Hour
Section 1, subsection D:	\$ _____	Per Hour
Section 1, subsection E:	\$ _____	Per Hour

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. 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 Contractor to provide if Items 2,3, or 4 of the Bid for Snow & Ice Control Contract are accepted, otherwise it will be the responsibility of the Town. Winter salt and sand may not be used outside of the specified contract areas in the Town of Readfield. Any material remaining at the end of each season will be the property of the Town and may be applied toward the contracted materials amounts in the following year.

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 have 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 READFIELD, MAINE
SNOW & ICE CONTROL CONTRACT
Contract Term: October 1, 2016 through May 1, 2020

The Municipal Officers for the Town of Readfield 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
Old Kents Hill Road	1.3
Giles Road	0.2
Mill Stream Road	0.25
Thundercastle Road	1.2
Sturtevant Hill Road	2.55
Russell Street	0.38
Huntoon Road (no turn around)	0.21
Nickerson Hill Road	1.15
Morrill Road	0.2
Harmony Hills Road	0.325
P Ridge Road (Includes 0.10 of Old County Road)	1.15
Lane Road	0.7
North Wayne Road	0.75
Church Road	2.15
Fogg Road	1.2
Walker Road	0.7
Sadie Dunn Road	0.4
Chase Road	1.05
Mooer Road	0.2
North Road	2.1
Sand/Salt Shed access road	0.25
Wings Mills Road	0.6
South Road	1.7
Tallwood Drive	0.6
Beaver Dam Road	1.0

Memorial Drive	0.25
Stanley Road (RTE 135 South)	1.1
Adell Road	0.25
Luce Road	1.7
Plains Road	3.35
McKenney Road	0.2
Gay Road	0.5
Rat Mill Hill	0.3
Gordon Road (RTE 135 North)	2.7
Scribner Hill Road	0.8
Belz Road	0.2
Lakeview Drive	0.3
Hunts Lane	0.13
Balsam Drive	0.39
TOTAL MILES	34.49

TURN-AROUNDS: School bus (S)/Plow trucks (P)

- Entrance to Torsey Pond Road (S)
- Chase Road by end of Town Road (S&P)
- North Wayne Road (S&P)
- Sturtevant Hill - Winthrop Town Line (S&P)
- Wings Mills Road (P)
- Church Road - Mount Vernon Line (S&P)
- Tallwood Drive (S&P)
- Mill Stream Road (P)
- McKenney Road (P)
- Luce Road (S)
- Gay Road (S)
- Gile Road (P) (to be constructed in 2016)

In the event the Town's Maintenance Worker is unable to perform the following tasks due to absence or equipment breakdown, the Town will pay the Contractor a separate hourly fee for equipment and personnel 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 Town properties listed below:

- A. Town Office parking lot and walkway (to be completed prior to scheduled office opening each work day, and maintained during storms while office remains open).
- B. Library driveway and parking lot (to be completed prior to Library open hours, and maintained during storms while Library remains open).

- C. Fire Station access and parking spaces (to be maintained throughout storms).
- D. Conservation area parking lots: Fairgrounds, Torsey Nature Preserve, Fogg Farm (to be completed within day after storm).
- E. Sidewalk along Main Street (to be completed within day after storm) using Town Equipment.

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 four (4) years, covering the Winter Season from October 1 to May 1 of each year (hereinafter "Winter Season"), beginning on October 1, 2016 and ending on May 1, 2020. 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. The Town must notify the Contractor in writing by March 1, 2020 if the Town would prefer to extend the Contract for the fifth additional Winter Season.

3. Bonds and Insurance.

The Contractor shall provide either an Irrevocable Letter of Credit or a Performance Bond (at the Town's discretion, and bids should reflect the possibly different cost of both options) and insurance certificates conforming to this Contract by October 1 of each contract year. Each Winter Season's initial payment will be contingent upon the Town having this information on file. A Bid Guaranty letter is required, covering the full four years of the contract. The Letter of Credit or a Performance Bond will be necessary and such bonds shall set reasonable standards to ensure the best interest of the Town.

4. Price and Payment.

The Town agrees to pay the Contractor in the year **2016-2017** according to the Items identified and accepted by the Select Board in the Bid for Snow and Ice Control Contract. .

Costs for the subsequent years of the contract including the optional fifth year shall be adjusted according to the Consumer Price Index (CPI) for the 12 month period preceding the November payment of each year of the contract, from October through September. CPI data representing inflation shall be reported for the Northeast Region from the US Bureau of Labor Statistics. The inflation rate will be reported as a percentage and carried to three decimal places.

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

- Twenty percent (20%) by the first regular Town Warrant in November.
- Seventy percent (70%) in six (6) equal installments payable by the second Warrant in November and the first Warrants in December, January, February, March and April.
- Ten percent (10%) by the first Warrant in May, after all required work is completed and the Road Commissioner 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 Road Commissioner and his/her designee, as approved by the Select Board. For this contract, the Road Commissioner is the Town Manager, who may be contacted at the Town Office at 685-4939 during normal working hours, or by cell phone at 242-5437. Additionally, the Town Manager will carry a radio with the same frequency as the Contractor to use when needed.

7. Work Standards.

(a) The Contractor shall commence plowing and material application operations no later than when snow on the pavement has reached a depth of one inch if the snow is wet and two inches if dry, or within 30 minutes of a snow or icing event or within 30 minutes of a call from the Road Commissioner. Operations will continue until the roads are cleared of snow to the outside shoulders. Sanding will continue as long as roads are slippery. 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. 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.

(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) At such times as the Road Commissioner shall direct, the Contractor will remove compacted snow and ice from the road, insofar as possible, so that 3 1/2 feet of pavement will be exposed on each side of the centerline. If the Road Commissioner deems necessary, the Contractor may be required to remove all compacted snow and ice on the paved portion of any road.

(e) 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.

(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 Commissioner.

(g) If the Town of Readfield 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 Readfield 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 Readfield. 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 Readfield from the State of Maine or the United States Government.

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. 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 three (3) large trucks and one truck 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. Three (3) 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.
- B. One 1-ton to 1.5 ton truck with snowplow and sander.
- C. One four wheel drive pickup truck equipped with a snowplow.
- D. Enough trained and certified personnel to properly and safely operate the equipment.
- E. 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.

All equipment must be maintained by Contractor and be in good operating condition, and is subject to periodic inspection by the Road Commissioner. The Contractor shall provide a complete list and status of all the equipment to be used in this contract prior to October 1, 2016. All equipment must be ready for inspection by October 15th 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's 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.

9. Sand & Salt Requirements.

(a) The responsible party 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.

(b) Maximum gradation of winter sand shall be 3/8 inch, with no more than 5% passing a 200 mm screen. Sand will comply with MDOT standards, and will be

screened to that size prior to use on the road. Certified testing of sand will be at the expense of the responsible party and must be done prior to the first storm. Additional testing or documentation may be requested whenever more sand is added to the shed.

(c) The responsible party 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 may require periodic calibration and testing of Contractor's salt and sand spreading equipment to ensure efficient and consistent application.

(d) Plow trucks must be equipped with tailgate, hopper, or equivalent sanders. The Contractor agrees to comply with the directions of the Road Commissioner 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. The Town owns a liquid calcium storage tank, located at the Sand and Salt Shed that the Contractor may be requested to use by the Road Commissioner.

(e) The Contractor agrees to pay particular attention to the treatment of railroad crossings, hills, curves and intersections, and to apply extra materials to such locations when necessary and as requested by the Road Commissioner, such as at the following intersections:

- Beaver Dam Road and Memorial Drive
- Sturtevant Hill Road and Route 17
- South Road and Route 17
- Harmony Hills Road and Route 17
- North end of Old Kents Hill Road and Route 17.
- Nickerson Hill and Route 17

Plow blades shall be raised as needed at railroad crossings to prevent damage to the track rails.

(f) 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.

(g) The responsible party will have a minimum of 2500 yards of sand and salt mixed and stockpiled by October 15 of each year that this contract is in effect.

(h) Through the course of each Winter Season, the Contractor will make available

approximately 200 yards of mixed sand and salt to Readfield residents who will pick up this material at a site at the Transfer Station.

(i) 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.

(j) Upon request by the Contractor, the responsible party will provide written proof of correct ratios purchased and delivered for all sand and salt used for this contract prior to the start of each Winter Season, and as needed for additional material throughout each Winter Season.

(k) The Contractor shall be responsible for loading their own trucks using their own equipment. The Contractor shall not obstruct access to the salt sand pile by Town Maintenance personnel and equipment

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,. 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 Readfield 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 Department, 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 15th 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 prior to October 15th of each year.

14. Performance and Payment Bonds, Irrevocable Letter of Credit

Performance and payment bonds are required. Bonds must be in the amount of 80% 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 bonds must be payable to the "Treasurer - Town of Readfield" and must be on the Town's forms (or exact copies thereof) or must be on forms acceptable to the Town or must not contain any significant variations from said forms as determined in the sole discretion of the Town. 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 Town's self-help remedy provided in Contract. As an alternative to a performance bond, the Contractor may provide an Irrevocable Letter of Credit for the Town to consider. The decision to use either a bond or letter of credit will be at the Select Board's discretion.

15. 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.

16. Termination.

(a) Notwithstanding any other provision of this Contract, the Contractor and/or the Surety shall be in default and the Select Board, in its sole discretion may terminate this Contract, if the Contractor and/or the Surety: (i) fails to provide equipment that meets the Road Commissioner's approval by October 15th 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 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.

17. 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.

18. 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.

19. 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 READFIELD

Date

Select Board Chair

Select Board Vice-Chair

Select Board member

Select Board member

Select Board member

_____ Witness to all signatures

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

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

APPENDIX C - SAMPLE COMPARATIVE MATRIX

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