

**CONTRACT FOR SNOW PLOWING & ICE CONTROL
(York Business Districts)**

This CONTRACT is made on the date last signed below, by and between the Town of York, acting through and by its Department of Public Works (“Department” or “York DPW”), an agency of Town government and _____ of _____ (“Contractor”).

In consideration of the mutual covenants herein, the parties agree as follows.

1. The Work. 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 in the public sidewalk areas, driveways, entrances and all other areas available for pedestrian travel that are located within the limits of the areas listed below (“the Work”).

York Village Business District Area

York Harbor Business District Area

Short Sands Village Business District Area

York DPW shall designate snow storage locations for each area. All plowed snow shall be stockpiled in said location and storm cleanup operations shall begin as soon as possible after the storm ends in order to provide maximum travel and pedestrian access. The loading, hauling and moving of snow to designated locations shall be incidental to the contract and shall not be paid for separately. The Town may request that the contractor to remove stock piled snow when snow storage areas are full. Stock piles in said locations shall be removed by contractor within 48 hours of being requested by York DPW. Stockpiled snow removal shall not happen between the hours of 6:00am and 6:00pm Monday through Sunday. The removal, loading, hauling and disposal of snow to a waste area at another location shall be paid for separately. The contractor shall provide the Department with an hourly rate to remove, load and haul snow to an off-site waste area. It is the Contractor’s responsibility to obtain necessary federal, state and local permits, approvals and landowner’s permissions before the establishment of a waste area off-site.

2. Term of Contract. The term of the Contract is for three winter seasons, starting November 28, 2023, and ending May 1, 2026. The parties may mutually agree to extend this Contract for up to two additional years on an annual basis and under all the terms of this Contract. The parties will mutually agree by August 1st of each year if the Contract is to be extended for the upcoming winter.

3. Bonds and Insurance. The Contractor shall provide insurance certificates conforming to this Contract prior to award and prior to October 1st of each subsequent year.

4. Department's Representative. The Department's Contract Representative shall be Dean Lessard. Designee contact for all locations is Tim DePerrio, who shall have jurisdiction over all the contracted areas. The Representatives may be contacted at (207)363-1010.

5. Work and Standards. Maintenance and upkeep of these facilities is of the highest priority and shall be held to the highest standard.

- (a) Scope. The purpose of this contract is to provide complete snow and ice control services, throughout the winter season (November 1st through May 1st) for the sidewalks, parking areas, and all other areas available for pedestrian travel that are located within the limits of the Work Area identified herein. All sites to be plowed will have a salt priority. Sand, sand blends and materials other than salt can only be used with approval from the Department's Representative. The contractor shall provide all necessary labor and equipment for operations required by this agreement to keep these areas reasonably free of snow and ice in order to provide the safest possible surface conditions attainable under winter conditions. The Department will provide the salt.
- (c) Pre-season. The contractor shall obtain prior approval from the Town's Designee if any equipment is proposed to be left on site throughout the winter season. The contractor shall plan plowing activities and, if necessary and with York DPW's approval, pre-mark any obstacles necessary to avoid damage to Town property.
- (d) During Storm. The Contractor shall use appropriate methods and practices of plowing and de-icing material application. Snow removal shall not happen between the hours of 6:00am and 6:00pm Monday through Sunday without approval.

Snow will be plowed and de-icing materials applied as needed during the storm when notified by the Department to keep the sidewalks, entrances and driveways open to vehicle and pedestrian traffic, to prevent the bonding of snow and ice, and to provide a good surface upon which to walk.

Contractor shall conduct all work in a manner so as to minimize disruption of the normal flow of traffic (either pedestrian or vehicular) and shall not place snow on any area not designated for snow storage.

The speed of the plows are to be low enough to assure efficient plowing and material use, and appropriate care must be taken to minimize the potential for damage to personal property, and adjacent areas (such as curbing and fencing).

The Contractor shall have supervisory personnel available by cell phone(s) throughout any winter storm. Phone number(s) shall be provided to the Department and updated as necessary. Contractor's equipment shall also be equipped with communication devices that will allow the Contractor to get a message of urgency to any personnel within a half hour period.

The Contractor shall promptly address specific areas identified by the Department's Representative or designee as having not been sufficiently treated to provide reasonably safe travel conditions, and areas where considerable melting and refreezing occur must be

treated. Such areas may require removal of snow pack, applications of salt, or additional pushing back of snow banks. Should the Contractor fail to respond to any identified hazards within a reasonable period of time, the Department may address the areas of concern and withhold the costs incurred from the Contractor's payment.

The plowing method and equipment employed by the contractor shall be at the contractor's discretion, once the equipment, as identified in the contractor's proposal, has been pre-approved by the Department's representative.

York DPW reserves the right to require additional treatments, as necessary, to obtain the necessary end result.

- (e) Post-storm. Storm cleanup operations shall begin as soon as possible after the storm ends in order to provide maximum travel and pedestrian access. Areas requiring snow removal shall be addressed and any remaining slippery areas shall be treated with salt. Snow shall be moved to the designated locations in the Business District Areas. Bare sidewalks shall be provided as soon as practicable and normally within three (3) daylight hours of the end of storm.

6. Equipment and Facility Requirements

- (a) The Contractor must furnish a sufficient number of plow trucks, and equipment for snow removal to meet the contract specifications. In accordance with law, all such trucks shall only be operated by persons having a valid operator's license. Trucks shall be outfitted with plows and material spreaders that are properly calibrated to assure accurate application and accounting of materials. All trucks, plows, loaders, and spreader systems shall be identified in the "Equipment" section of this document, and all equipment is subject to the Department's approval, both prior to the initial award of the contract and at any time prior to or during any Winter Season. Failure to provide equipment that the Department deems sufficient to reliably and safely meet the terms of this contract shall be grounds for contract termination.
- (b) The Department will provide the Contractor with salt. The stockpile of salt is located at 115 Chases Pond Road in York. A sheet will also be provided for the Contractor to record the amount of salt used. The Contractor agrees to indemnify the Department for any liability, claims, demands, and causes of action or damages incurred as a result of the use of salt. Equipment shall be so located as to permit minimum travel time to work areas and stockpiles for reloading.

7. 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 lawns, curbing, guard rail, guard rail posts, signs, or sign posts. The preceding sentence includes damage to vehicles. The Contractor agrees to reimburse the Department for the replacement of property damaged by the Contractor if resulting from the Contractor's negligence as determined by the Department's Representative. The Department may repair or replace the damaged property without liability to the Department with its own forces or with contracted forces, and all costs will be deducted from amounts otherwise due the Contractor.

8. Termination.

(a) Notwithstanding any other provision of this Contract, the Contractor shall be in default and the Department, in its sole discretion may terminate this Contract, if the Contractor: (i) fails to begin the work as required by the Contract; (ii) fails to perform the work with sufficient workers and equipment or materials to meet the terms of the 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 Department; (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 Department; or (vii) fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the Department; (viii) fails to perform the Work in a satisfactory manner as determined solely by the Department.

The Department may remedy such noncompliance with Departmental 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 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.

At its sole option, the Department, 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 Department may terminate this Contract for convenience for any reason that is in the best interest of the Department. Such reason may include budgetary constraints. Terminations caused without the fault or and for reasons beyond the control of the Contractor shall be considered terminations for convenience. The Department 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. Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

9. Bid Description: The Contractor shall provide their proposals for plowing and salting of the Town's Business Districts on page 6 of this document. The proposed price shall be for a per trip salt and plow application. The Contractor may bid on as many districts as they choose.

10. Due Date: Sealed proposals will be received until **1:30PM on Thursday November 16, 2023** at the York Public Works Garage, 115 Chases Pond Rd, York, Maine 03909. They will be opened at that time. Sealed proposals should be clearly marked "**PROPOSAL ON SNOW REMOVAL FOR YORK BUSINESS DISTRICTS**".

11. Equipment: Please list below the equipment that will be used for snow removal.

12. Bids:

York Village Business District Area

_____ \$ _____
(written dollar amount)

York Harbor Business District Area

_____ \$ _____
(written dollar amount)

Short Sands Village Business District Area

_____ \$ _____
(written dollar amount)

Hourly Bid - Removal, Loading, Hauling and Disposal of snow to an off-site waste area.

_____ \$ _____
(written dollar amount)

13. 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 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.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

TOWN OF YORK

This award consummates the Contract, and the documents referenced herein.

Date

By:

(Name and Title Printed)