

Town of Waterboro, Maine

Town Administrator
Town of Waterboro
24 Townhouse Road
E. Waterboro, Me 04030
(207) 247-6166 FAX (207) 247-3013

Description

Snowplowing and Sanding Bid for the Town of Waterboro, ME
Request for Bid
Specifications Exception Form
Bid Forms
No-Bid Questionnaire
Road mileage list:
Copy of old contract

The Town of Waterboro, ME currently plows 65.324 miles of town roads with 18.978 miles in East Waterboro, 20.771 miles in North Waterboro and 25.575miles in South Waterboro.

Bids will be accepted either by section or for entire town and will be in effect for the

2018-2019 winter season
2019-2020 winter season
2020-2021 winter season

Bids must be submitted to the Town Office no later than Tuesday, March 20, 2018 at noon and they will be opened at that time.

Town of Waterboro, Maine

Town Administrator
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REQUEST FOR BID

It is the intent of the Town of Waterboro, Maine to engage the services of a qualified firm to provide the Town with the following product(s) or services **Snowplowing and Sanding** an overview with detailed specifications is provided within this Request for Sealed Bids.

Bids must be received no later than noon on Tuesday, March 20, 2018 to be eligible for consideration by the Town. Each bid must be submitted in a sealed envelope plainly marked indicating, “ **Snowplowing and Sanding Bid** ”. Bids will be opened and publicly read at the Town Office in the Selectmen’s meeting room at noon on March 20, 2018.

Bids shall be submitted on the enclosed bid sheet(s) (if applicable) to the listed minimum specifications. If you find these specifications to be unreasonably restrictive, please contact the Public Works Director immediately for clarification or alternate specifications. If no exception is noted, the specifications as written will be considered acceptable.

The Town reserves the right to reject any or all bids or any part thereof, to waive any informality in the bidding, and to accept the bid considered to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may disqualify a bid.

Gary Lamb,
Town Administrator

Town of Waterboro, Maine
Specifications Exception form

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Waterboro to research out information concerning the materials which you intend to furnish.

If your bid/quotation does not meet all our specifications you must state it in the space provided below.

Bids on equipment, vehicles, computers, supplies, service and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above or in space provided, the Town of Waterboro may claim forfeiture on your bid, if submitted.

Signed _____
I DO meet specifications

Signed _____
I DO NOT meet specifications as listed in this bid, exceptions are in space provided.

The undersigned hereby states that all specifications have been met or have been addressed in the spaces provided. Failure to submit this form with your Bid/RFP response may result in your Bid/Proposal being rejected as unresponsive.

Town of Waterboro, Maine

Town of Administrator's Office
Town of Waterboro
24 Townhouse Road
E. Waterboro, Me 04030
(207) 247-6166 FAX (207) 247-3013

NOTICE TO VENDORS

Please provide information and pricing as requested on bid sheet.

PRICING, Unless otherwise specified all prices listed are firm for the term of the contract. All Prices should include all labor and material costs and any discounts offered.

DELIVERY will be at the vendor's expense. Any and all damages that may occur due to packing or shipping will be the sole responsibility of the vendor. Late submissions including those mailed or delivered to the wrong address will be rejected. Postmark does not count for being delivered within the due date and time.

DO NOT ALTER BID SHEET IN ANY WAY

If you wish to offer comments, additional information or alternate bids, please do on a separate sheet and attach it to the bid sheet.

The purpose of the attached specifications is to define minimum requirements only. They are not meant to be restrictive. All manufacturers meeting or surpassing these minimum specifications are invited to bid.

Please do not hesitate to call if you need any additional information.

The Town of Waterboro reserves the right to reject any and all sealed bids/proposals that it deems non-conforming to the specifications enclosed. All information must be filled out correctly for consideration.

DO NOT FAX BIDS, THEY WILL NOT BE ACCEPTED.

General Terms and Conditions

Preparation of Bids, Bids shall be submitted on the forms provided and must be signed by the Bidder or authorized representative. The person signing the bid shall initial any corrections to entries made on the bid forms.

Bidders must quote on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to quote on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing, and must be received by the Town Administrator's Office no later than seven (7) calendar days before the Request for Bids due date to be considered. Any changes to the Request for Bids will be provided to all bidders of record.

The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

Submitting Bids: Bids must be submitted as directed in the Bid Sheet, and on the forms provided unless otherwise specified. Bids must be typewritten or printed in ink.

Withdrawal of Bids: Bids may be withdrawn prior to the opening date and time upon written request of the bidder. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw bid subsequent to the bid opening.

Defaulting on a Bid: If a vendor wins any bid and fails to supply the Town of Waterboro, Maine with the product(s), the Town of Waterboro will purchase this product(s) on the open market and the vendor will compensate the Town of Waterboro, Maine with the difference between the bid price and the price incurred on the open market.

Award of Contract: It is the policy of the Town of Waterboro, Maine that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective vendor must meet the following standards as they relate to this request:

Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.

Have the necessary experience, organization, technical and professional qualifications, skills and facilities.

Be able to comply with the proposed or required time of completion or performance schedule; and

Have a demonstrated satisfactory record of performance.

Adhere to the specifications of this bid and provide all documentation required of this bid.

Pricing: Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered.

Guarantees & Warranty: All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed.

If during the contract period, the successful vendor fails to supply the Town of Waterboro, Maine with the products/service (s), the Town of Waterboro, will purchase this product/service(s) on the open market and the vendor will compensate the Town of Waterboro, Maine with the difference between the bid price and the price incurred on the open market. The Undersigned hereby offers to furnish and deliver a Bid for this item/service (s) per specification.

Town of Waterboro, Maine
Reference: Bid- Snowplowing and Sanding Bid

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank You.

***** No Bid Questionnaire *****

A "no bid" is submitted in reply to the Town of Waterboro, Maine invitation for bids for Snowplowing and Sanding: _____

Dated _____, for the following reasons:

_____ Item not supplied by our company.

_____ Bid Specification (Give reason(s) e.g., too restricted, not clear etc.)

_____ Profit Margin too low

_____ Past experience with the Town of Waterboro (give specific's e.g. payment delay, bid process, admin problems, etc.)

_____ Insufficient time allowed to prepare and respond to bid request.

_____ Bid requirements too large _____ or too small _____ for our company.

_____ Priority of other business opportunities limits time.

_____ Other reason(s) Please Specify: _____

Company Name _____

Address _____

Phone _____ Email: _____

(Signature)

(Print Name & Title)

**THIS SHEET MUST BE RETURNED AS THE BID
Snowplowing and Sanding**

Bid Form – East Waterboro

| | | | |
|-------------------------|-------|----------------------------------|---------------|
| Jellerson Road_____ | 0.604 | Harrison Drive_____ | 0.088 |
| Bennett Hill Road_____ | 0.637 | Killock Drive_____ | 0.138 |
| Mast Camp Road_____ | 0.326 | Edith Hughey Road_____ | 0.372 |
| Sanford Road_____ | 0.252 | Hanna Drive_____ | 0.36 |
| Roberts Ridge Road_____ | 1.971 | Hemlock Drive_____ | 0.272 |
| Townhouse Road_____ | 3.781 | Alder Drive_____ | 0.162 |
| East Shore Road_____ | 0.939 | Oak Lane_____ | 0.344 |
| Deering Ridge Road_____ | 4.04 | Pleasant Drive_____ | 0.097 |
| Brookside Drive_____ | 0.433 | Hooper Hill Road_____ | 0.105 |
| Partridge Road_____ | 0.287 | Victory Circle_____ | 0.34 |
| Pheasant Run_____ | 0.57 | John Smith Way_____ | 0.089 |
| Aspen Way_____ | 0.088 | Belanger Drive_____ | 0.14 |
| Fir Drive_____ | 0.246 | Meadowbrook Drive | |
| | | (6/14/08 1,500')_____ | 0.29 |
| | | Old Alfred Road_____ | 2.007 |
| | | TOTAL EAST WATERBORO_____ | 18.978 |

2018-2019 – East Waterboro Section Only

Per mile \$_____

Total amount: \$_____ (per mile) x 18.978 miles = _____

Cost for additional miles for duration of the contract: \$_____

Payment Schedule:

% of contract per month or flat rate per month beginning _____

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2019-2020 – East Waterboro Section Only

Per mile \$_____

Total amount: \$_____ (per mile) x 18.978 miles = _____

Cost for additional miles for duration of the contract: \$_____

Payment Schedule:

% of contract per month or flat rate per month beginning _____

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2020-2021 – East Waterboro Section Only

Per mile \$ _____

Total amount: \$ _____ (per mile) x 18.978 miles = _____

Cost for additional miles for duration of the contract: \$ _____

Payment Schedule:

% of contract per month or flat rate per month beginning _____

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Vehicles and Equipment required

1 tandem axle truck equipped with blade, wing and sander

1 single axle truck (over 26,000 GVW) equipped with blade, wing and sander

1 ¾ ton (or larger) pickup truck equipped with 9' angle blade.

All the above be used at all times during plowing operations.

Spare vehicle -- 1 single axle truck (over 26,000 GVW) equipped with blade, wing and sander to be used when necessary.

Name of Company (if applicable) _____

Owner's Name _____

Date _____

Signature _____

Bid Form – North Waterboro

NORTH

| | | | |
|---------------------------------|-------|-----------------------------------|---------------|
| Gobeil Park_____ | 0.15 | New Dam Road_____ | 2.85 |
| Bagley Road_____ | 1.18 | Bradeen Road_____ | 0.261 |
| West Shore Drive_____ | 0.839 | Lords Road_____ | 0.833 |
| Amy Lane_____ | 0.28 | Strout Lane_____ | 0.154 |
| Silas Brown Road_____ | 0.6 | Evergreen Drive_____ | 0.264 |
| Thyngs Mills Road_____ | 0.64 | Ross Corner Road (North)_____ | 1.469 |
| Chadbourne Ridge Road_____ | 2.263 | Happy Valley Loop_____ | 0.128 |
| Chadbourne Ridge Road _____ | 0.657 | Carpenter Road_____ | 0.049 |
| (Rte. 117 end) | | Clark's Bridge Road_____ | 1.82 |
| Webber Road_____ | 1.822 | Ossipee Landing, Bernard Way & | |
| Garland Hill Road_____ | 0.201 | Rene Circle (3 roads combined)___ | 0.32 |
| Oak Street_____ | 0.109 | Eon Way_____ | 0.23 |
| Mountain View Road_____ | 0.352 | TOTAL NORTH WATERBORO ___ | 20.771 |
| Middle Road (Clarks Bridge_____ | 3.3 | | |
| to turnaround) | | | |

2018-2019 – North Waterboro Section Only

Per mile \$_____

Total amount: \$_____ (per mile) x 20.771 miles = _____

Cost for additional miles for duration of the contract: \$_____

Payment Schedule:

% of contract per month or flat rate per month beginning _____

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2019-2020 – North Waterboro Section Only

Per mile \$_____

Total amount: \$_____ (per mile) x 20.771 miles = _____

Cost for additional miles for duration of the contract: \$_____

Payment Schedule:

% of contract per month or flat rate per month beginning _____

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2020-2021 – North Waterboro Section Only

Per mile \$ _____

Total amount: \$ _____ (per mile) x 20.771 miles = _____

Cost for additional miles for duration of the contract: \$ _____

Payment Schedule:

% of contract per month or flat rate per month beginning _____

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Vehicles and Equipment Required

1 - tandem axle truck equipped with blade, wing and sander

1 - single axle truck (over 26,000 GVW) equipped with blade, wing and sander

1 - ¾ ton (or larger) pickup truck equipped with 9' angle blade.

All the above be used at all times during plowing operations.

Spare vehicle - 1 single axle truck (over 26,000 GVW) equipped with blade, wing and sander to be used when necessary.

Name of Company (if applicable) _____

Owner's Name _____

Date _____

Signature _____

Bid Form – South Waterboro

| | | | |
|---|-------|--|---------------|
| Hamilton Road_____ | 1.259 | Dirigo Drive_____ | 0.29 |
| James Drive_____ | 0.332 | Windy Lane_____ | 0.106 |
| James Drive Extension_____ | 0.034 | Blueberry Road – (includes Alfred section & unpaved)_____ | 2.384 |
| Hilltop Drive_____ | 0.07 | Ross Corner Road – (West Road To Sherburne Woods)_____ | 0.431 |
| Kolbe Drive_____ | 0.171 | McLucas Road_____ | 0.521 |
| Strawmill Brook Drive_____ | 0.715 | Star Hill Road_____ | 1.1 |
| Holmes Road_____ | 0.169 | Long Causeway Road_____ | 0.085 |
| May Street_____ | 0.203 | Pace Landing Drive_____ | 0.245 |
| Pearl Street_____ | 0.35 | Rail Road Drive_____ | 0.164 |
| Ansel Drive_____ | 0.12 | Scooter Way_____ | 0.138 |
| Ricker Lane_____ | 0.17 | Woodland Drive (6/14/08)_____ | 0.23 |
| Mill Pond Drive_____ | 0.333 | Balance of Scooter Way and Ossipee Hill Road_____ | 0.500 |
| Goodwin Mills Road_____ | 0.887 | Total South Waterboro | 25.575 |
| West Road_____ | 6.17 | | |
| Federal Street_____ | 1.53 | | |
| Sand Crossing Road_____ | 0.064 | | |
| Ossipee Hill Road (Rte. 5 to Dion)_____ | 3.804 | | |
| Middle Road (West Rd to turnaround)_____ | 3.00 | | |

2018-2019 – South Waterboro Section Only

Per mile \$_____

Total amount: \$_____ (per mile) x 25.575 miles = _____

Cost for additional miles for duration of the contract: \$_____

Payment Schedule:

% of contract per month or flat rate per month beginning _____

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2019-2020- South Waterboro Section Only

Per mile \$_____

Total amount: \$_____ (per mile) x 25.575 miles = _____

Cost for additional miles for duration of the contract: \$_____

Payment Schedule:

% of contract per month or flat rate per month beginning _____

2020-2021 South Waterboro Section Only

Per mile \$ _____

Total amount: \$ _____ (per mile) x 25.575 miles = _____

Cost for additional miles for duration of the contract: \$ _____

Payment Schedule:

% of contract per month or flat rate per month beginning _____

Vehicles and Equipment Required:

1- tandem axle truck equipped with blade, wing and sander

1- single axle truck (over 26,000 GVW) equipped with blade, wing and sander

1- ¾ ton (or larger) pickup truck equipped with 9' angle blade.

All the above be used at all times during plowing operations.

Spare vehicle - 1 single axle truck (over 26,000 GVW) equipped with blade, wing and sander to be used when necessary.

Name of Company (if applicable) _____

Owner's Name _____

Date _____

Signature _____

Bid Form – Entire Town of Waterboro

EAST

| | |
|-------------------------|-------|
| Jellerson Road_____ | 0.604 |
| Bennett Hill Road_____ | 0.637 |
| Mast Camp Road_____ | 0.326 |
| Sanford Road_____ | 0.252 |
| Roberts Ridge Road_____ | 1.971 |
| Townhouse Road_____ | 3.781 |
| East Shore Road_____ | 0.939 |
| Deering Ridge Road_____ | 4.04 |
| Brookside Drive_____ | 0.433 |
| Partridge Road_____ | 0.287 |
| Pheasant Run_____ | 0.57 |
| Aspen Way_____ | 0.088 |
| Fir Drive_____ | 0.246 |
| Harrison Drive_____ | 0.088 |
| Killock Drive_____ | 0.138 |

NORTH

| | |
|---|-------|
| Gobeil Park_____ | 0.15 |
| Bagley Road_____ | 1.18 |
| West Shore Drive_____ | 0.839 |
| Amy Lane_____ | 0.28 |
| Silas Brown Road_____ | 0.6 |
| Thyngs Mills Road_____ | 0.64 |
| Chadbourne Ridge Road_____ | 2.263 |
| Chadbourne Ridge Road _____ (Rte. 117 end) | 0.657 |
| Webber Road_____ | 1.822 |
| Garland Hill Road_____ | 0.201 |
| Oak Street_____ | 0.109 |
| Mountain View Road_____ | 0.352 |
| New Dam Road_____ | 2.85 |

SOUTH

| | |
|----------------------------|-------|
| Hamilton Road_____ | 1.259 |
| James Drive_____ | 0.332 |
| James Drive Extension_____ | 0.034 |
| Hilltop Drive_____ | 0.07 |
| Kolbe Drive_____ | 0.171 |
| Strawmill Brook Drive_____ | 0.715 |
| Holmes Road_____ | 0.169 |
| May Street_____ | 0.203 |
| Pearl Street_____ | 0.35 |
| Ansel Drive_____ | 0.12 |
| Ricker Lane_____ | 0.17 |

Approximate miles

| | |
|------------------------------------|---------------|
| Edith Hughey Road_____ | 0.372 |
| Hanna Drive_____ | 0.36 |
| Hemlock Drive_____ | 0.272 |
| Alder Drive_____ | 0.162 |
| Oak Lane_____ | 0.344 |
| Pleasant Drive_____ | 0.097 |
| Hooper Hill Road_____ | 0.105 |
| Victory Circle_____ | 0.34 |
| John Smith Way_____ | 0.089 |
| Belanger Drive_____ | 0.14 |
| Meadowbrook Drive (6/14/08 1,500') | 0.29 |
| Old Alfred Road_____ | 2.007 |
| TOTAL EAST WATERBORO _____ | 18.978 |

| | |
|---|---------------|
| Bradeen Road_____ | 0.261 |
| Lords Road_____ | 0.833 |
| Strout Lane_____ | 0.154 |
| Evergreen Drive_____ | 0.264 |
| Ross Corner Road (North)_____ | 1.469 |
| Happy Valley Loop_____ | 0.128 |
| Carpenter Road_____ | 0.049 |
| Clark's Bridge Road_____ | 1.82 |
| Ossipee Landing, Bernard Way & Rene Circle (3 roads combined)___ | 0.32 |
| Eon Way_____ | 0.23 |
| Middle Road (Clarks Bridge to turnaround)_____ | 3.3 |
| TOTAL NORTH WATERBORO _____ | 20.771 |

| | |
|---|-------|
| Mill Pond Drive_____ | 0.333 |
| Goodwin Mills Road_____ | 0.887 |
| West Road_____ | 6.17 |
| Federal Street_____ | 1.53 |
| Sand Crossing Road_____ | 0.064 |
| Ossipee Hill Road (Rte. 5 to Dion) | 3.804 |
| Middle Road_(West Road to Turnaround)_____ | 3.00 |
| Dirigo Drive_____ | 0.29 |
| Windy Lane_____ | 0.106 |

Blueberry Road – (includes Alfred section & unpaved)_____2.384
 Ross Corner Road – (West Road To Sherburne Woods)_____0.431
 McLucas Road_____0.521
 Star Hill Road_____1.1
 Long Causeway Road_____0.085
 Pace Landing Drive_____0.245

Rail Road Drive_____0.164
 Scooter Way_____0.138
 Woodland Drive (6/14/08)_____0.23
 Balance of Scooter Way and Ossipee Hill Road_____0.500
TOTAL SOUTH WATERBORO ___25.575

East Waterboro 18.978
North Waterboro 20.771
South Waterboro 25.575
GRAND TOTAL 65.324

2018-2019 – Total Town Road Mileage

Per mile \$_____

Total amount: \$_____ (per mile) x 65.324 miles = _____

Cost for additional miles for duration of the contract: \$_____

Payment Schedule:

% of contract per month or flat rate per month beginning _____

2019-2020 - Total Town Road Mileage

Per mile \$_____

Total amount: \$_____ (per mile) x 65.324 miles = _____

Cost for additional miles for duration of the contract: \$_____

Payment Schedule:

% of contract per month or flat rate per month beginning _____

2020-2021 - Total Town Road Mileage

Per mile \$ _____

Total amount: \$ _____ (per mile) x 65.324 miles = _____

Cost for additional miles for duration of the contract: \$ _____

Payment Schedule:

% of contract per month or flat rate per month beginning _____

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Vehicles and Equipment Required

- 3 - tandem axel trucks equipped with blade, wing and sander
- 3 - single axle trucks (over 26,000 GVW) equipped with blade, wing and sander
- 3 - ¾ ton (or larger) pickup trucks equipped with 9' angle blade.
- yard bucket loader

All the above be used at all times during plowing operations.

3 - spare trucks single axle (over 26,000 GVW) equipped with blade, wing and sander to be used when necessary.

Name of Company (if applicable) _____

Owner's Name _____

Date _____

Signature _____

The Town of Waterboro is Exempt from taxes. State of Maine Permanent Exemption Certificate #E80788

Bid Submitted by

Company Name _____

Address _____

By _____ Title _____

Phone _____ Date _____

Email _____

Insurance

The company to whom bid is awarded before commencing the work must provide Insurance Certification if applicable as follows:

**Combined Single Limit \$500,000.00 and \$1,000,000. per incident
Vehicle liability insurance in an amount not less than \$400,000 combined single limit.**

Workman's Compensation Certificate

Performance Bond

The company to whom bid is awarded before commencing the work must provide proof of a performance bond as follows:

Amount equal to 65% of the compensation payable under this Contract.

Must be obtained within 30 days after the contract is signed.

SNOWPLOW ROADS
65.324 Approximate miles

EAST

| | |
|---|---------------|
| Jellerson Road_____ | 0.604 |
| Bennett Hill Road_____ | 0.637 |
| Mast Camp Road_____ | 0.326 |
| Sanford Road_____ | 0.252 |
| Roberts Ridge Road_____ | 1.971 |
| Townhouse Road_____ | 3.781 |
| East Shore Road_____ | 0.939 |
| Deering Ridge Road_____ | 4.04 |
| Brookside Drive_____ | 0.433 |
| Partridge Road_____ | 0.287 |
| Pheasant Run_____ | 0.57 |
| Aspen Way_____ | 0.088 |
| Fir Drive_____ | 0.246 |
| Harrison Drive_____ | 0.088 |
| Killock Drive_____ | 0.138 |
| Edith Hughey Road_____ | 0.372 |
| Hanna Drive_____ | 0.36 |
| Hemlock Drive_____ | 0.272 |
| Alder Drive_____ | 0.162 |
| Oak Lane_____ | 0.344 |
| Pleasant Drive_____ | 0.097 |
| Hooper Hill Road_____ | 0.105 |
| Victory Circle_____ | 0.34 |
| John Smith Way_____ | 0.089 |
| Belanger Drive_____ | 0.14 |
| Meadowbrook Drive (6/14/08 1,500')_____ | 0.29 |
| Old Alfred Road_____ | 2.007 |
| TOTAL EAST WATERBORO _____ | 18.978 |

NORTH WATERBORO

| | |
|---|-------|
| Gobeil Park_____ | 0.15 |
| Bagley Road_____ | 1.18 |
| West Shore Drive_____ | 0.839 |
| Amy Lane_____ | 0.28 |
| Silas Brown Road_____ | 0.6 |
| Thyngs Mills Road_____ | 0.64 |
| Chadbourne Ridge Road_____ | 2.263 |
| Chadbourne Ridge Road (Rte. 117 end)_____ | 0.657 |
| Webber Road_____ | 1.822 |
| Garland Hill Road_____ | 0.201 |
| Oak Street_____ | 0.109 |
| Mountain View Road_____ | 0.352 |
| New Dam Road_____ | 2.85 |
| Bradeen Road_____ | 0.261 |
| Lords Road_____ | 0.833 |

| | |
|--|---------------|
| Strout Lane | 0.154 |
| Evergreen Drive | 0.264 |
| Ross Corner Road (North) | 1.469 |
| Happy Valley Loop | 0.128 |
| Carpenter Road | 0.049 |
| Clark's Bridge Road | 1.82 |
| Ossipee Landing, Bernard Way & Rene Circle (3 roads combined) | 0.32 |
| Eon Way | 0.23 |
| Middle Road, (Clark's Bridge to turnaround) | 3.3 |
| TOTAL NORTH WATERBORO | 20.771 |

SOUTH

| | |
|---|---------------|
| Hamilton Road | 1.259 |
| James Drive | 0.332 |
| James Drive Extension | 0.034 |
| Hilltop Drive | 0.07 |
| Kolbe Drive | 0.171 |
| Strawmill Brook Drive | 0.715 |
| Holmes Road | 0.169 |
| May Street | 0.203 |
| Pearl Street | 0.35 |
| Ansel Drive | 0.12 |
| Ricker Lane | 0.17 |
| Mill Pond Drive | 0.333 |
| Goodwin Mills Road | 0.887 |
| West Road | 6.17 |
| Federal Street | 1.53 |
| Sand Crossing Road | 0.064 |
| Ossipee Hill Road (Rte. 5 to Dion) | 3.804 |
| Middle Road (West Road to Turnaround) | 3.00 |
| Dirigo Drive | 0.29 |
| Windy Lane | 0.106 |
| Blueberry Road – (includes Alfred section & unpaved) | 2.384 |
| Ross Corner Road – (West Road To Sherburne Woods) | 0.431 |
| McLucas Road | 0.521 |
| Star Hill Road | 1.1 |
| Long Causeway Road | 0.085 |
| Pace Landing Drive | 0.245 |
| Rail Road Drive | 0.164 |
| Scooter Way | 0.138 |
| Woodland Drive (6/14/08) | 0.23 |
| Balance of Scooter Way and Ossipee Hill Road | 0.500 |
| Total – South Waterboro | 25.575 |

| | |
|------------------------|---------------|
| East Waterboro | 18.978 |
| North Waterboro | 20.771 |
| South Waterboro | 25.575 |
| GRAND TOTAL | 65.324 |

OLD CONTRACT

SNOWPLOWING AND SANDING CONTRACT: Winter Plowing & Sanding

This Contract is made and entered into this _____, day of _____ 2015 and executed in triplicate originals and by and between the inhabitants of the Town of Waterboro, a Municipal Corporation duly organized and existing by law and having an established place of Business at said Waterboro, in the County of York and State of Maine (hereinafter the "Town"), acting through its Board of Selectmen, and _____ of said **Waterboro** (hereinafter the "Contractor"). The parties agree that the term "Contractor" as used in this Contract includes not only the individual signing this document but also his employees and agents. The Public Works Director referred to throughout the contract shall work under the direction of the Town Administrator.

In consideration of the mutual promises and undertakings set forth in this Contract, the Town and the Contractor agree as follows:

1. This contract shall have a duration of up to 3 years, with an option to extend for 2 additional years but will not extend beyond 5 years from July 1, 2015 under the conditions of the bid submitted by the Contractor on August 25, 2015, unless previously terminated by the Town as provided in Section (2) (r).
2. The Contractor's obligations which, by signing this Contract he agrees to assume, are as follows:
 - a) To remove snow, slush and ice and sand and salt all streets, roads and ways described as follows: (attach town approved road list)
 - b) Snow and slush removal shall begin no later than with accumulation to a depth of two inches (2") by actual snowfall or by drifting. Removal of snow, slush or ice shall begin immediately, whether or not accumulation to a depth of two inches (2") exists, upon verbal direction to the Contractor by the Public Works Director or, in the absence or incapacity of the Public Works Director, by verbal direction from the Town Administrator. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. The Contractor must have supervisory personnel or radio equipped vehicles situated so that messages or urgency can reach vehicles within a half hour period.

c) Removal of snow, slush or ice shall continue until all areas are cleared. In the event of drifting or icing conditions after the cessation of snowfall, removal shall be continuous until the cessation of conditions causing drifting or icing and the clearing of all accumulation.

d) Attached to this Contract as “Schedule A” and incorporated and made a part of this Contract by reference is a list of the year, make, model, vehicle identification number and weight of trucks, which the Contractor will use to perform his obligations under this Contract. Also listed on Schedule A is all equipment that the Contractor will use in connection with his vehicles to satisfy the obligations that this Contract imposes. Schedule A shall be submitted to, reviewed, approved and signed by the Public Works Director each year prior to the Town making any payment pursuant to Section #3 of this contract. All of the specific vehicles and equipment listed on Schedule A must be used any time snow, slush or ice removal pursuant to this Contract takes place, unless the Public Works Director or his designated deputy agrees to substitutions. Permanent substitutions of replacement vehicles or equipment for those initially listed on Schedule A shall be clearly noted on Schedule A as amendments and the replaced or retired vehicles deleted. Any such changes shall include the written approval and signature of the Public Works Director.

e) No fewer than six (6) vehicles adequately equipped with plows, wings and sanders and operated by properly trained personnel shall be in operation during any period when removal of snow, slush or ice or salt and sanding pursuant to this Contract is required. These “adequately equipped” vehicles shall, for the purposes of this Contract, be “Big Plow Trucks” with front plow and wing plow as described on Schedule C annexed to this Contract and made a part of it by reference. Three (3) or more “Small Plow Trucks” as described on Schedule C may be used in addition to the required six (6) Big Plow Trucks with 6 yard sanders for plowing and sanding town approved roads and intersections, with prior approval of the Public Works Director.

f) Plow blades shall be operated at ground level at all times, unless the Contractor is otherwise directed by the Public Works Director or unless the Contractor and the Public Works Director agree otherwise.

g) Snow, slush or ice on streets, ways, roads and intersections within the Town of Waterboro shall be removed to the outside edges of the road shoulder. Only at the specific instructions of the Public Works Director shall roads be cleared beyond the outside edges of the shoulder, and then only when necessary to permit proper surface drainage. To minimize drifting and provide storage for future storms, the snow banks at the outside edge of the road shoulder shall be “winged back.”

h) The Contractor acknowledges that the approximate number of miles contemplated by this Contract, on the date of its initial signing, is 63.415 miles. This figure included in this Contract may be increased or decreased only by mutual written agreement of the Town and the Contractor. The Board of Selectmen is authorized to agree to such modifications on behalf of the Town. The compensation which the Town is obligated to pay Contractor pursuant to this Contract shall be adjusted at the rate of \$_____ **per mile for 2015-2016: \$_____ per mile for 2016-2017; \$_____ per mile for 2017-2018** for such changes. This figure shall apply only to those roads in existence on the effective date of this Contract, and to new roads without cul-de-sacs or dead ends. Rates applicable to new roads having cul-de-sacs or dead ends will be negotiated at the time those roads are added to the contractor's territory.

i) Contractor shall allow the Public Works Director access to the vehicles and equipment listed on Schedule A for purposes of inspection to determine the condition and capability of those vehicles and equipment to meet the requirements of this Contract.

j) All equipment utilized by the contract shall be inspected, registered and insured as per title 29-A of the Maine State Statues. The Contractor shall provide proof of inspection, registration and insurance to the town of Waterboro upon signing of the contract and at and time as requested by the Public Works Director.

k) The Contractor shall provide proof of a performance bond in an amount equal to 65% of the compensation payable under this Contract. This bond must be obtained within 30 days after this Contract is signed. In the event the Contractor fails to complete all or part of his duties under this Contract, the money represented by the bond will be used by the Town to have the work completed.

l) The Contractor shall obtain and maintain throughout the period of the contract general or public liability insurance with coverage of not less than \$500,000 per person and \$1,000,000 per incident, combined single limit, and automobile liability insurance in an amount of not less than \$400,000, combined single limit. The Town shall be listed as an additional insured on such policies. The Contractor shall provide certificates of insurance satisfactory to the Town Administrator and such certificates shall stat that the policy shall not be canceled and shall not expire without thirty days prior written notice to the Town. The Contractor shall also provide evidence of Workers Compensation coverage, if applicable. The Contractor hereby waives all rights of subrogation against the town. The Contractor agrees to provide evidence of all required insurances prior to commencing work under this Contract.

m) The Contractor acknowledges that he is an independent contractor and not an agent, officer or employee of the Town of Waterboro. Any manpower needed to fulfill the obligations of this Contract shall be employed by the contractor. 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. The Contractor is also responsible for maintaining his equipment in a safe, operable and legal condition.

n) The Contractor will reimburse the Town for the replacement of a guard rail, guard rail posts, signs, sign posts or guard posts which are damaged by reason of snow removal operations under this Contract if the Public Works Director or his designated deputy determines that the damage could have been avoided by the Contractor.

o) The Contractor will perform required duties for the Town before proceeding to private contracts.

p) Other than the money which this Contract specifically obligates the Town to pay, the Contractor is responsible for all bills for labor, material, equipment and fuel and any other expenses incurred in the performance of this Contract.

q) All vehicles and equipment committed to the performance of services under this Contract shall at all times be located within the municipal boundaries of the Town of Waterboro, except for maintenance or repair purposes, beginning on the first day of October and continuing through the last day of April for every year during the Contract term. Vehicles shall at all times be fully equipped and ready to perform the services which this Contract requires.

r) In addition to all requirements imposed by this Contract, the Contractor's equipment and services shall at all times and in all respects comply with the bid Specifications for Snowplowing Contractors prepared by the town and the bid submitted by the Contractor pursuant to those specifications.

s) All services performed and equipment utilized under this Contract shall be in keeping with the requirements of this Contract. Any deficiencies in equipment or performance noted by the Public Works Director shall be brought to the attention of the Town Administrator. Such deficiencies, or those which come to the attention of the Town Administrator from other sources, shall be specifically described in written notice from the Town Administrator to the Contractor.

That notice shall be served on the Contractor personally or by certified, return receipt mail and shall specify the date of a hearing to be held by the Board of Selectmen within seven (7) days of notice, at which the Contractor shall respond to the charges. If, after the hearing, the Board of Selectmen determines that the Contractor's equipment does not comply with the requirements of this Contract, the Contractor

shall have seven (7) days after the hearing to correct the problem. If, after the hearing, the Board of Selectmen determines that the Contractor's services do not comply with the requirements of this Contract, the Contractor shall have one (1) plowable storm to correct the problem. If deficiencies in equipment or performance are not corrected within the period specified, the Board of Selectmen shall give written Notice of Termination to the personal service. Both the Town's and the Contractor's obligations under this contract shall terminate at the service of Notice of Termination.

The Contractor will be paid for all work which was done satisfactorily prior to termination, but any other money payable to the Contractor under this Contract may be used by the Town to obtain another contractor to plow and maintain the roads. Money from the Contractor's performance bond may also be used to cover this cost.

The Town may also utilize any other legal means available to enforce this Contract.

t) The Contractor agrees to hold the Town harmless from any claim for death, injury, property damage or other loss which may result from Contractor's performance under this Contract. In the event such a claim is made against the Town, the Contractor will defend the Town, assume all costs related to that defense and will pay any amount for which the Town may be held liable in a legal action based on such claims.

u) This Contract can be amended only by written mutual agreement of the Town and the Contractor, attached to and made part of this document. If any part of this Contract is declared by a court to be void or unenforceable, the rest of the Contract continues to be valid and effective. This Contract is governed by the laws of the State of Maine.

v) The Contractor may not assign its rights or obligations under this contract to any other person, corporation or entity without prior affirmative vote and authorization of the Board of Selectmen. Any such authorization shall be structured as a formal amendment to this Contract and annexed to it.

3. The Town agrees to pay the Contractor according to the following compensation rates and schedule, provided the Contractor's equipment and services comply with all respects with this Contract. In addition to the sums specified below, the Town shall reimburse the Contractor for all documented payments for fuel for which the Contractor pays in excess of \$5.00 per gallon (plus every cent fuel goes up the contractor will be reimbursed \$.01).

4. The Town of Waterboro shall provide 1500 ton of salt and all sand necessary for contractor to perform sanding and salting of town roads. Any additional salt required over 1500 ton must first be approved by the Waterboro Board of Selectmen.

5. The Contractor shall be responsible for providing a front end loader and will be responsible for the mixing of and preparing the salt and sand for winter roads use.

Payment Schedule:

2015-2016:

| | | | |
|------------------|-----|------------------|-----|
| November 1, 2015 | 30% | February 1, 2016 | 20% |
| December 1, 2015 | 10% | March 1, 2016 | 10% |
| January 1, 2016 | 20% | April 1, 2016 | 10% |

2016-2017:

| | | | |
|------------------|-----|------------------|-----|
| November 1, 2016 | 30% | February 1, 2017 | 20% |
| December 1, 2016 | 10% | March 1, 2017 | 10% |
| January 1, 2017 | 20% | April 1, 2017 | 10% |

2017-2018:

| | | | |
|------------------|-----|------------------|-----|
| November 1, 2017 | 30% | February 1, 2018 | 20% |
| December 1, 2017 | 10% | March 1, 2018 | 10% |
| January 1, 2018 | 20% | April 1, 2018 | 10% |

Dated at Waterboro, Maine this ____ day of October, 2015 .

Town of Waterboro, Maine

Witness

By: _____
Gary Lamb, Town Administrator

Witness

Contractor