

**BID SPECIFICATIONS FOR PLOWING, SANDING AND SNOW REMOVAL FOR THE  
TOWN OF ALNA: SEPTEMBER 1, 2023 – JUNE 1, 2026**

**A. SERVICES TO BE PROVIDED**

**Overview:**

The Contractor agrees to remove ice and snow and control ice on all Town ways and designated Town properties and sites, including approximately 29 miles of roads, parking areas, school bus turn-arounds, and hydrant locations as described below and as further specified by the Alna Road Commissioner and/or the Select Board.

The snow removal season covered under each year of the Contract will commence on September 1 and conclude on June 1 of the following calendar year. The bid is for a three (3) year Contract, with two (2) one-year extension options. The first Contract year is a probationary period, subject to the satisfactory performance of the Contractor, as judged by the Select Board, with input from the Road Commissioner and the Roads Committee. This Contract obligation will begin September 1, 2023, and end June 1, 2026. If the one-year options to extend are mutually agreed, the Contract will end on either June 1, 2027, or June 1, 2028.

The Contractor will carry out plowing and/or sanding at such times and in the manner described in the sections below, as well as when instructed by the Alna Select Board, or any Select Board member, the Lincoln County Sheriff or a deputy, the Maine State Police, the Maine Department of Transportation, the Alna Road Commissioner, or the Alna Fire Chief (limited to safety issues during a fire department emergency response).

It shall be the responsibility of the Contractor to patrol all areas covered by the Contract between storms to discover and correct icing, drifting, and other hazardous conditions.

After review of all proposals, the Select Board will make an award to the successful candidate. Countersignature by a majority of the Select Board of the successful proposal shall form the operative contract. Subsequent amendments to the contract shall be in writing signed by both parties.

**B. LOCATIONS TO BE SERVICED**

In addition to roads described in the table below, plowing services shall include: the Town Office at 1574 Alna Road, the driveway and parking lots of the Alna Volunteer Fire Department on Route 218 and the Golden Ridge Road, and all school bus turn-arounds and dry hydrants. Dry hydrants are located at the Octagon House on Route 218, Cooper's watering hole on the Rabbit Path, Abbott's Pond on the West Alna Road, the pond across from the railroad on the Cross Road, Pinkham Pond, Bardo Pond on the Egypt Road, Vietze Pond on Route 194, and the pond located near the intersection of Route 194 and Hollywood Blvd.

The Contractor shall hand shovel a two-foot margin around dry hydrant risers to ensure that they can be accessed by first responders when needed. In addition, the Contractor shall shovel the Town Office steps and handicap ramp and the AVFD upper and lower accesses & egresses and handicap ramps on every storm. The Contractor shall ensure that snow is not piled in front of the mailbox of the Town Office, which must remain accessible for mail carriers and clerks. If necessary, the Contractor will plow the Fire Department truck bay doors and parking lot several times during a storm, to assure rapid and safe equipment egress. Likewise, the Contractor shall hand shovel entrances if necessary, to allow personnel to quickly and safely enter the building. The Contractor shall hand shovel dry hydrants if the plowing equipment cannot make them fully accessible.

### Alna Roads to Be Plowed

NAME	Begin	End	Section Length	Lane Miles
ALNA RD (RT 218)	TL Alna/Wiscasset	TL Alna/Whitefield	6.55	13.10
HEAD TIDE HILL RD (RT 194)	TL Alna/Whitefield	Int of Head Tide Hill Rd w/Head Tide Rd	1.51	3.02
HEAD TIDE RD (RT 194)	Int of Head Tide Hill Rd w/Head Tide Rd (Rt 194)	TL Alna/Newcastle	1.76	3.52
HEAD TIDE RD	Int of Head Tide Hill Rd w/Head Tide Rd (Rt 194)	Int of Head Tide Rd w/Alna Rd (Rt 218)	0.28	0.56
SHEEPSCOT RD	Int of Alna Rd (Rt 194) w/Sheepscot Rd	TL Alna/Newcastle	0.70	1.40
W. ALNA RD	TL Alna/Wiscasset	Int of Alna Rd (Rt 218) w/W. Alna Rd.	4.90	9.80
BAILEY RD	TL Alna/Dresden	Int of Alna Rd (Rt 218) w/Bailey Rd	2.58	5.16
COLPIT RD	Int of Colpit Rd w/Alna Rd	End of Colpit Rd	0.17	0.34
CROSS RD	Int of Cross Rd w/W. Alna Rd	Int of Cross Rd w/Sheepscot Rd	1.66	3.32
DOCK RD	End of Dock Rd.	Int of Dock Rd w/Alna Rd (Rt 218)	1.03	2.06
EGYPT RD	Int of Egypt Rd w/Head Tide Rd	TL Alna/Jefferson	1.32	2.64
GOLDEN RIDGE RD	Int of Cross Rd w/Golden Ridge Rd	Int of Alna Rd (Rt 218) w/Golden Ridge Rd	1.75	3.50
HEAD TIDE CHURCH RD	Int of Head Tide Church Rd w/Head Tide Rd	End of Head Tide Church Rd	0.070	0.14
HOLLYWOOD BLVD	Int of Head Tide Rd w/Hollywood Blvd	TL Alna/Whitefield	1.49	2.98
LATHROP RD	End of Lathrop Rd	Int of Lathrop Rd w/W. Alna Rd.	0.91	1.82
N. OLD SHEEPSCOT RD	Int of N. Old Sheepscot Rd w/Sheepscot Rd	End of N. Old Sheepscot Rd	0.42	0.85
NELSON RD	Int of Dock Rd w/Nelson Rd	End of Nelson Rd	0.74	1.48
OLD SHEEPSCOT RD	TL Alna/Wiscasset	End of Old Sheepscot Rd	0.12	0.24
RABBIT PATH RD	Int. of Bailey Rd w/Rabbit Path Rd	Int. of Alna Rd (Rt 218) w/Rabbit Path Rd	1.49	2.98
SAND BUILDING RD	Int of Alna Rd w/Sand Building Rd	End of Sand Building Rd	0.28	0.56
<b>TOTAL</b>			<b>29.73</b>	<b>59.47</b>

**Note that the portion of Bailey Road from the intersection with Route 218 to the Alna Town Line is within the Town of Whitefield. In exchange for plowing this road segment, Whitefield's plow contractor will plow on 218 from the Town Line to the intersection with Rabbit Path Road.**

The Contractor shall plow all intersections. In the event of excessive snow build up, the Contractor will be required to wing back all snowbanks along roadways and apply special attention to pushing back snowbanks around dry hydrants and intersections.

If necessary, snowbanks will be pushed back at the Town Meeting location prior to the Town Meeting at the end of March as part of this Contract.

Upon award of a Contract, the Road Commissioner and the Select Board will conduct a road tour of the Town for the Contractor, pointing out the location of all the facilities or sections of roadway requiring attention, as listed and described above.

### **C. EQUIPMENT & PERSONNEL REQUIREMENTS**

The Contractor shall acquire and maintain, at the Contractor's sole expense, sufficient equipment to open and maintain roads and other facilities per the terms of this contract, and shall employ as many qualified operators as necessary. The Contractor shall provide evidence that they have, or have ready access to, necessary supplemental equipment, such as a front-end loader and a grader.

If the Contractor takes a piece of equipment out of service, the Contractor is required to notify the Town immediately and indicate what the comparable replacement equipment shall be and acquire such comparable replacement equipment at the Contractor's sole expense. The Town will not furnish any equipment, supplies, materials, parts, or fuel, except for salt and sand.

In the event the Contractor's own equipment proves inadequate, ineffective, or breaks down, the Contractor shall secure, at the Contractor's sole expense, such sub-contract equipment and/or services as are necessary to maintain the terms of this Contract, at the quality and time levels specified. Should the Contractor fail to do so, the Town, after verbal or written notice, will arrange for alternative plowing and/or sanding and deduct such costs from the next regularly scheduled payment to the Contractor. The Contractor should also have the ability to either supply or contract a grader at no additional cost to the Town of Alna in the event of major ice build-up, as determined by Road Commissioner.

**Please fill out Contractor's Bid Proposal, including Equipment and Personnel List to fulfill Contract requirements. If equipment is not available at the time of Contractor's bid, the Contractor will provide a listing of such equipment within 120 days of award of the Contract. Failure to do so will nullify the Contract.**

**D. INDEPENDENT CONTRACTOR**

During the performance of this Contract, the Contractor and its agents, employees, and subcontractors act in an independent capacity, and are not officers or employees or agents of the Town. Any personnel needed to fulfill the obligations of this Contract shall be employed or contracted by the Contractor and the Contractor shall be solely responsible for complying with applicable state and federal laws including but not limited to worker’s compensation law, employment security law, and minimum wage law. As an independent Contractor, the Contractor is also responsible for maintaining its equipment in a safe, operable, and legal condition. The Contractor may not sell, transfer, or otherwise assign duties under this contract to any other person or entity without the prior written consent of the Alna Select Board.

**E. PLOWING OPERATIONS AND REQUIREMENTS**

The Contractor will commence plowing and sanding operations on their own initiative when snow on the pavement has reached a depth of one-half inches if the snow is wet, and one inch if dry, as well as any time when ice or slush conditions exist, or when drifting of loose snow narrows previously opened roads.

Operations will continue until highways are cleared of snow to the outside shoulders. During severe storms or drifting, plows shall be operated to maintain two-way traffic always. The Contractor shall pay attention to the sanding of hills, curves and intersections, and to apply extra sand and salt to such locations when necessary. Special attention is required for: (1) steep portions of Head Tide Hill Road (first 0.2 miles from the intersection with Head Tide Road), and Rabbit Path Road (near the intersection with Route 218), which are especially susceptible to accidents in icing conditions and when snow is allowed to accumulate; and (2) for bridges that are susceptible to icing, located on Head Tide Road near the dam, Dock Road, and on West Alna Road where it crosses Trout Brook. Immediately after the extreme conditions have subsided, the Contractor will remove snow to the outside of the shoulders of the highways. The Contractor must have supervisory personnel, or radio and/or mobile phone equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles immediately.

Work shall continue until all roads, parking lots, and school bus turn-around are safely passable. Work will then commence on the clearing of ditches, widening of intersections, remedial scraping and sanding, and winging-back drifts and intersection and shoulder accumulations.

On normal work days (Mondays through Fridays, excluding holidays), the needs of regularly scheduled school bus runs and the morning and afternoon commuter traffic should be given priority. The Select Board and/or School Board members will make route information available to the Contractor and will inform the Contractor in the event of a bus schedule or route change.

The Town agrees to provide sufficient sand and salt for operations required by this agreement. Sand and salt provided by the Town are property of the Town, and are only to be used for purposes described in this Contract. The Town will furnish sand and salt mixture at the Sand/Salt Shed on Sand Building Road (located off route 218). Additional salt will be available at this location, which the Contractor shall use to increase the concentration of the sand and salt mixture, as conditions dictate, or for straight application. Contractor shall provide timely notification to the Town if additional sand or salt is required to complete the services described in this contract.

The Contractor shall check weekly whether there is adequate sand in the small sand shed to which residents have access to small quantities of sand for making personal property safe. Contractor shall replenish the mixed sand supply in the small shed, as necessary to ensure that sand is available for residents' personal use.

The Contractor will reimburse the Town for the replacement of guard rails, guard rail posts, signs, sign posts, dry hydrants, or any other components of town property or buildings which are damaged due to snow removal operations, if the Road Commissioner determines that such damage could have been reasonably avoided by the Contractor.

The Road Commissioner will set the priorities in the maintenance of primary and secondary roads, said priority to be followed by the Contractor. Contractor agrees to perform duties for the Town before proceeding to perform private contracts.

## **F. PERFORMANCE BOND**

Contractor must provide (a) a performance bond equal to 100% of the annual contract price, or (b) an irrevocable letter of credit equaling 40% of yearly contract price. The bond or letter must be maintained throughout the term of the Contract, and must be obtained by the Contractor within 30 days after the Contract has been signed by the Contractor and Select Board. Payment of each monthly Contract installment will be contingent upon provisions of good and satisfactory service under the terms of this agreement, and failure to perform any, or all of the work herein in a good and workmanlike manner will constitute cause for termination of the Contract.

**The Contractor may voluntarily terminate the Contract for the remaining year(s) of the Contract, during the period of April 1 to April 30 of each year, by written notice to the Select Board.**

Candidates must list prior municipal and non-municipal snowplowing contracts and experience and provide references.

## **G. INSURANCE**

The Contractor shall procure and maintain insurance that will protect the Contractor and the Town from claims or damages because of bodily injury, including death, and for claims for damages to property that may arise out of, or result from, the Contractor's performance of work under the contract. The minimum coverages shall be as follows:

Commercial General Liability:	at least \$1,000,000 per occurrence/\$1,000,000 aggregate.
Motor Vehicle Liability:	as required by law in the State of Maine.
Workers' Compensation	as required by law in the State of Maine.

Contractor must provide evidence of insurability with the proposal. Certificates of insurance coverages must be provided to the Town within 30 days of Contract award. The commercial general liability coverage must include the Town as an additional insured party and shall provide thirty (30) days' notice to the Town of termination of the insurance.

## **H. BILLS AND CLAIMS**

As an independent Contractor, the Contractor is responsible for all bills for labor, material, equipment and fuel and other items which are incurred in the performance of this Contract, except for salt and sand, which the Town will provide.

Services provided under this contract are to be billed by the Contractor in six equal installments, beginning November 1 and ending the following April 1 of each plowing season.

## **I. BREACH OF CONTRACT**

Notwithstanding any other provision of this Contract, the Contractor shall be in default if the Contractor fails to perform the work in a good and workmanlike manner in accordance with the terms of the Contract. Without limitation of the foregoing, the Contractor shall be in default if the Contractor:

- (i) fails to begin the work as required by the Contract; or
- (ii) fails to perform the work with sufficient workers and equipment or materials to meet the terms of the Contract; or
- (iii) discontinues the prosecution of the work; or
- (iv) fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- (v) subcontracts any of the work without the approval of the Town; or
- (vi) becomes insolvent, files for bankruptcy, allows any final judgment to stand against the Contractor unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Town; or

- (vii) fails to perform the work in a satisfactory manner as determined solely by the Town.

In the event of a default, the Town shall have all remedies available at law and in equity, and shall also be entitled to recover as damages all of its reasonable attorney's fees and costs in exercising its remedies.

If the Contractor neglects to prosecute work promptly in accordance with the Contract or fails to perform any material provision of the Contract, and upon notice by the Town fails to promptly (and immediately in the case of an unsafe condition) cure such nonperformance, the Town may, without prejudice to any other right or remedy, correct such deficiency with its own forces or with contracted forces and may deduct the cost thereof from any payment then or thereafter due the Contractor.

In the event of a default and failure to cure such default upon seven days' notice by the Town to the Contractor then the Town may without prejudice to any other right or remedy terminate the Contract and complete the work by any method the Town deems expedient.

Notice of default, and the reasons for such, shall be provided in writing to the Contractor. In emergency situations, notice may be provided verbally with written notice mailed or delivered promptly thereafter.

## **J. INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the Town its officers, agents, and employees in their individual and official capacities (collectively, the "Indemnitees") from any and all claims, costs (including reasonable attorneys' fees and costs), expenses, injuries, liabilities, losses and damages of every kind and description, including without limitation claims for property damage or bodily injury (including death), resulting from or arising out of the performance of this Agreement by the Contractor, its employees, its agents, or subcontractors (collectively, "Claims") except to the extent attributable to the negligence or willful misconduct of the Town. This indemnification/hold harmless provision shall survive the termination or completion of the Contract with the Town.

## **K. SUPERVISION AND CONTROL**

As independent Contractor, the Contractor has the right and duty to supervise and control its own employees, agents, and equipment. The Town's Road Commissioner and/or Select Board (collectively the "Town Officials") have the right to inspect road maintenance operations, and notify the Contractor of any problems, errors, or non-performance. Said Town Officials may order that work be done in a satisfactory manner, to be determined by them. The Road Commissioner may also determine the priority of roads to be plowed and sanded.

**L. NOTICE AND CONTACT**

The following persons shall be available and authorized to accept notices (written or oral), calls and orders:

For the Contractor (listed in priority order):

Name: \_\_\_\_\_ Primary contact number: \_\_\_\_\_

Name: \_\_\_\_\_ Primary contact number: \_\_\_\_\_

Name: \_\_\_\_\_ Primary contact number: \_\_\_\_\_

Legal mailing address: \_\_\_\_\_  
\_\_\_\_\_

**M. Contractor Selection Factors:**

Among the factors the Select Board will consider in awarding this contract are the following:

- 1. Prior experience of the candidate in Alna
- 2. Prior experience in other area communities (references)
- 3. Quality of equipment
- 4. Availability and experience of personnel
- 5. Quality and completeness of the proposal
- 6. Price

**Candidates should not imply any priority in these factors.** The Select Board will make a qualitative selection, weighing all factors. The Select Board reserves the right to request additional information of some or all candidates, to conduct oral interviews, and to negotiate any of the terms of the proposed bid or services.

The Town, in its exercise of its sole discretion, reserves the right to reject any or all proposals; cancel the RFP; re-advertise for new proposals; negotiate with any candidate; exercise its judgment in evaluating proposals; waive any irregularities or nonconformities in a proposal; and award a contract to a candidate even though the proposal is not the lowest cost.



# CONTRACTOR'S BID PROPOSAL:

**Annual Cost Breakdown:**

**Rate per Mile:**

Year 1: \_\_\_\_\_

\_\_\_\_\_

Year 2: \_\_\_\_\_

\_\_\_\_\_

Year 3: \_\_\_\_\_

\_\_\_\_\_

Note: Up to two one-year extensions of this Contract shall be permitted at any point during the term of this agreement when the Town of Alna and the Contractor determine it to be in their mutual best interests.

## Equipment and Personnel List

**Equipment to be used:**

	<u>Year</u>	<u>Make</u>	<u>Model</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

**Personnel to be used (including subcontractors) and town of residence:**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

**References**

Candidates must provide a minimum of two (2) references for previous plowing services provided.

1. Contact Name:

Entity type (Town/School etc.):

Contact Phone Number:

Contact Email Address:

2. Contact Name:

Entity type (Town/School etc.):

Contact Phone Number:

Contact Email Address:

### **ADDITIONAL COMMENTS:**

Candidates are encouraged to provide any additional information or propose innovative approaches in support of their proposal, or to enclose other materials they believe to be useful to the Town's decision-making.

**Signature of Candidate**

By signing below, the undersigned, being duly authorized, hereby propose to perform the services solicited in this Request for Proposals and acknowledge that countersignature below by a majority of the Select Board of Alna creates the contract for the services solicited.

Name:  
Title:  
Phone number:  
Email address:

Signature: \_\_\_\_\_

Date:

**Town Acceptance of Proposal**

Being a majority of the Select Board of the Town of Alna, hereby accept the above proposal.

DATED: \_\_\_\_\_, 2023

\_\_\_\_\_  
Select Board Member

\_\_\_\_\_  
Select Board Member

\_\_\_\_\_  
Select Board Member