

TOWN OF ALBION, MAINE
WINTER ROAD MAINTENANCE
SANDING, SALTING, AND SNOW PLOWING
CONTRACT

3-Year Contract Term: July 1, 2021 to June 30, 2024

This contract is between the **Town of Albion, Maine**, by and through its Municipal Officers, the Board of Selectmen (referred to as “Board of Selectmen”), and _____ **NAME AND ADDRESS OF CONTRACTOR** _____ which is a partnership/corporation (and referred to as “Contractor”). When the contract refers to “Contractor” it includes your employees and agents. The subject of this contract is Winter Road Maintenance – Sanding, Salting, and Snow Plowing.

A. SERVICES: What, When, Where

Contractor agrees to remove snow, properly sand and control ice that accumulates from sleet, freezing rain, snowfall or drifting snow, from the fifty-five (55) miles of state-aid and town ways between July 1st, 2021 to June 30th, 2022 of the first year, July 1st, 2022 to June 30th, 2023 of the second year and July 1st, 2023 to June 30th, 2024 of the third year on the following roads:

Route One

1. Pond Road	2.9 Miles
2. Clark Road	2.1 Miles
3. Cross Road	0.1 Miles
4. Bessey Ridge Road	2.0 Miles
5. Yorktown Road	1.0 Miles
6. Danforth Road	1.6 Miles
7. Noyes Road	0.8 Miles
8. Abbott Road	1.0 Miles

Route Two

1. Hussey Road	5.2 Miles
2. Drake Hill Road	1.6 Miles
3. Lesperance Road	0.1 Miles
4. Robbins Road	1.2 Miles
5. Quimby Road	2.1 Miles
6. Libby Hill Road	2.0 Miles
7. The Dirt Road	0.2 Miles

Route Three

1. Benton Road	3.3 Miles
2. East Benton Road	1.6 Miles
3. Crosby Road	0.8 Miles
4. Taylor Road	0.7 Miles
5. Winslow Road	3.3 Miles
6. Foss Hill Road	1.0 Miles
7. Lee Street/CMD Drive	0.6 Miles
8. Deer Meadow Drive	0.2 Miles

Route Four

- | | |
|---------------------|-----------|
| 1. Quaker Hill Road | 3.0 Miles |
| 2. Weymouth Road | 1.1 Miles |
| 3. Tyler Road | 0.9 Miles |
| 4. Bog Road | 3.8 Miles |
| 5. Cookson Road | 0.1 Miles |

Route Five

- | | |
|-----------------------|-----------|
| 1. South Freedom Road | 4.0 Miles |
| 2. Old Dock Road | 0.3 Miles |
| 3. Marks Road | 1.6 Miles |
| 4. Harding Road | 1.0 Miles |
| 5. Barnes Road | 2.1 Miles |
| 6. Knights Road | 2.2 Miles |

Total Winter Maintenance Miles: 55.3 Miles

B. INDEPENDENT CONTRACTOR

Contractor and his agents and employees, during the performance of this contract shall act in an independent capacity and not as officers or employees of the Town of Albion. Any and all workers needed to fulfill the obligations of this contract shall be employed by the Contractor and the Contractor shall be solely responsible for complying with applicable state and federal laws including, but not limited to, workman's compensation law, employment security law, and minimum wage law. As an independent contractor, Contractor is responsible for maintaining the Contractor's equipment in a safe, operable, and legal condition.

C. PERFORMANCE REQUIREMENTS

1. Contractor will commence plowing and sanding when the snow on the road surface has reached a depth of no more than one inch. Snow removal and sanding operations shall continue until roadways are cleared of snow to the outside of shoulders. Careful attention shall be given to the melting action so as to remove any and all slush (30% melted snow pack or ice) as soon as possible.
2. During severe storms or drifting, plows will continue to operate 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 roadways, where possible. Contractor must have supervisory personnel or communication equipped vehicles compatible with the Town Office communication system so that messages of urgency can reach the plowing or sanding vehicles within ten (10) minutes. Contractor must respond to messages of urgency from the Municipal Officers or Officials of the Town of Albion.
3. In the event of an ice storm, sanding or salting shall commence immediately and continue until a safe traveling roadway is provided.
4. Contractor will follow the Maine Department of Transportation's methods and precautions of plowing, sanding and salting. The contractor will ensure that all personnel working within this contract for the Town of Albion will have attended the MDOT provided training and the contractor will confirm on a yearly basis that the training attended by all personnel is still current and applicable to the upcoming winter. Such methods and practices as excessive speed of plows and disregard of mailboxes must be controlled by the Contractor and will be monitored

by the Town. Outside of severe negligence of the contractor, mailbox repair and/or replacement is the responsibility of the home owner.

5. Contractor will provide and maintain in good working condition equipment which satisfies the following minimum requirements for each 3-years of the contract specified in paragraph A above: at least four (4) trucks at a minimum six (6) yard capacity and one (1) trucks at a minimum of twelve (12) yard capacity which will be complete with calibrate able hopper/sanders, front plow and side wing plow and appropriate lighting package. Contractor also agrees to furnish one (1) six yard truck with sander; front plow and side wing plow for back-up purposes and one (1) front end loader. All equipment must be operating during the storm when determined necessary by the Road Commissioner or replacement equipment must be available at no additional cost to the Town.
6. The Contractor agrees to provide the Town with sufficient Sand/Salt Mixture to complete the road maintenance for each individual year of this 3 year contract. Additionally, the Contractor agrees that as of November 1st of each year, it will stockpile a minimum of 3,000 CY of sand/salt mixture inside the Town's sand shed so to be ready for the start of the winter. At the beginning of years 2 and 3 respectively, any sand remaining from the previous year will be used for the upcoming season as part of the original 3,000 CY "minimum stockpile" for that individual year. The Contractor agrees that there will be no less than 3,000 CY in the sand shed at the onset of any contract year. The Contractor also agrees that the sand/salt mixture will have a ratio of 80 pounds of salt to each cubic yard of sand and that the sand itself will pass through a ½ inch screen. The Town will be notified so they are aware when the Contractor is beginning to haul sand, and a Town official will observe and approve the mixing process. It is agreed that a total of 4,000 CY mixture at this same ratio is anticipated to complete the Town's road maintenance on a per year basis, however the Contractor agrees to provide additional sand/salt mixture at the same ratio if needed for any and/or all years of this contract at no additional cost to the Town.

All sand/salt placed in the Town's facility will become property of the Town of Albion except for the following: If at the end of the 3rd contract year, the contractor is not re-hired to continue plowing by the Town of Albion, any sand/salt mixture above and beyond a total cumulative amount of 12,000 CY used for the 3 years total will be property of the contractor and the contractor will have 30 days after written notification of such to remove the excess material. After 30 days, the contractor will forfeit whatever material is remaining. If at any time the contract is terminated by the Town due to negligence of the contractor, all sand/salt mixture will be left in the Town's sand shed.

If requested at any time throughout the contract, the Town will receive the sand hauling slips from the Contractor within 5 business days. These hauling slips will be used to calculate (if needed): each year's minimum stockpile requirement, any additional sand hauled further than 4,000 CY per contract year, and the cumulative over/under 12,000 CY used for the 3 years to calculate if the Contractor is entitled to any leftover sand if they are not re-hired at the end of the contract.

The Town will supply, store and cover at the salt/sand shed up to 400 tons of salt for deicing. In the event of an unusually icy winter, the selectmen can okay up to an additional 60 ton of salt for deicing.

7. Contractor will remove compacted snow and ice from roads listed in paragraph A above to the satisfaction of the Municipal Officers so that four (4) feet of pavement will be exposed on each side of the center line.
8. Contractor will reimburse the Town for the costs of replacement of guardrail posts, signs, signposts, or guard posts which are damaged by reason of snow removal operations under this

agreement, **IF** the Municipal Officers determine that such damage could have been avoided by the Contractor.

9. Contractor will perform duties for the Town before proceeding to private contracts.
10. Contractor will provide to the Town's Road Commissioner a list of equipment, list and map of plow routes, with assigned drivers and contact cell phone numbers in the plow trucks, not later than November 1 of each year of the contract. Road Commissioner will determine if plow routes meet the Town's priority of winter maintenance.

D. PAYMENT AND PERFORMANCE BOND

Contractor is required to furnish a payment and performance bond, satisfactory to the Board of Selectmen, in the sum of 100% (one hundred percent) of the contract price within thirty (30) days of the signing of the contract. *Please note: PURSUANT TO M.R.S.A. TITLE 14 §871(3): CONTRACTS IN THE AMOUNT OF \$100,000 (ONE HUNDRED THOUSAND DOLLARS) OR MORE MUST BE BONDED. The purpose of the payment and performance bond is to make money available to the Town of Albion in the event that the contractor does not complete part or all of the duties and/or obligations under the contract. The money will be used to get the work completed.

E. INSURANCE

The Contractor agrees to maintain liability insurance in an amount of one million (\$1,000,000) dollars for personal injury, death or property damage claims which may arise from snow removal and sanding operations under the contract. The Contractor further agrees to indemnify, assume the defense of and save harmless the Town of Albion, its agents and employees from liability, actions, claims or damage for wrongful death, personal injuries or property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of duties and the work performed under the contract.

F. INDEMNIFICATION

The Contractor agrees to hold the Town of Albion harmless from any claim of death, injury, property damage or other loss that may result from the Contractor's performance of winter road maintenance under the contract. In the event that such a claim is made against the Town of Albion, the Contractor shall defend the Town of Albion, and shall pay any amount (indemnify) for which the Town of Albion may be held liable in a legal action for such claims.

G. ANNUAL FUEL ADJUSTMENT CLAUSE

On October 15th of each year, the contractor and/or the Town Select-people will receive prices from the following three fuel vendors: Dixon's Country Market in Benton, Albion Mini Mart, and Irving in China.

A weighted average of those prices will be calculated and, based on prior year's fuel price research; 35¢ will be added to that average to come up with the "*Final Fuel Adjustment Price*" for that coming winter.

The following statements have been agreed to by all parties:

- A) Town and/or contractor will calculate the *weighted average* of the three vendors' October 15th prices as follows: Dixon's Country Market 25%; Albion Mini Mart 50%; Irving 25%.
- B) The contractor has agreed to pay for all fuel as an inclusion in the contract price for everything up to and including \$3.75.
- C) The Town of Albion has agreed to pay, due as an addition to the final payment for that given winter, anything over \$3.75.

D) The reimbursement will be based on 8900 gallons of fuel per winter.

E) In the event that the "Final Fuel Adjustment Price" calculated on October 15th is greater than \$3.75; the contractor's reimbursement will be calculated as follows: 8900 X (amount over \$3.75) = lump sum reimbursement due. (SEE EXAMPLE BELOW)

Examples of Reimbursement calculation:

"Final Fuel Adjustment Price" = **\$3.85**:

$$\begin{array}{rcl} 8900 & \times & .10 & = & \$890 \\ \text{(Gallons)} & & \text{(Cents over \$3.75)} & & \text{(Total reimbursement due)} \end{array}$$

"Final Fuel Adjustment Price" = **\$3.92**:

$$\begin{array}{rcl} 8900 & \times & .17 & = & \$1513 \\ \text{(Gallons)} & & \text{(Cents over \$3.75)} & & \text{(Total reimbursement due)} \end{array}$$

"Final Fuel Adjustment Price" = **\$3.75**:

No reimbursement due to contractor

H. SUPERVISION AND CONTROL

The Contractor, as an independent contractor, has a right and duty to supervise and control their own employees, agents and equipment. The Town of Albion Board of Selectmen or their designees has a right to inspect winter road maintenance operations and notify you of any problems, errors or non-performance. The Board of Selectmen may order that work be done in a satisfactory manner to be determined by them.

I. BILLS AND CLAIMS

Contractor, as an independent contractor, is responsible for all costs and bills for labor, materials, equipment, fuel, and other items incurred in the performance of this contract. The Town of Albion will not pay such bills.

Contractor will reimburse the Town for Central Maine Power bills at the Sand/Salt Shed for the months of November through May of each year of the contract.

J. BREACH OF CONTRACT

If the Contractor is in violation of any terms of the contract, or if the Board of Selectmen or its representative is of the opinion that the work described in the contract is being performed unsatisfactorily, the Town of Albion shall immediately give oral notice to the Contractor. Upon receipt of such notice, the Contractor shall be given reasonable time ("Reasonable Time" may vary depending on the nature of the breach, and road and weather conditions) to comply with the terms and conditions of the contract or rectify the unsatisfactory work. In the event that the Contractor still does not (for whatever reason) perform duties of the contract to the satisfaction of the Board of Selectmen, or if the Contractor is not in compliance with the terms of the contract, the Town of Albion shall have the following options:

1. Terminate the Contract: The Board of Selectmen may terminate the contract by sending the Contractor a written notice stating the reason for the termination. Contractor shall be paid for all work that is satisfactorily done by that time, but the remainder of the money due under the contract may be used to obtain another contractor to maintain the roads. Likewise, money from the Contractor's bond may be used to cover this cost.
2. Substitution: The Board of Selectmen may hire a substitute contractor to plow and sand the roads for any period of time considered necessary. This substitution shall be paid with money from the Contractor's bond. If there are any problems obtaining the bond money, substitution shall be paid from the remainder of any money due to you (but unearned) under the contract.
3. The Board of Selectmen shall also seek any other legal remedies available to enforce the contract.

L. PAYMENT SCHEDULE

The Town of Albion will pay a total of \$50,000.00 for 2021-2022, \$50,000 for 2022-2023, and \$50,000.00 for 2023-2024 on completion of the sand/salt piles, but not before November 15 of each year. The remainder of this contract will be paid in six (6) equal monthly payments, starting November 15 of each year. The final payment will be held pending satisfaction of all damage claims. This schedule of payment may be modified in the event of a breach of contract.

Cost per contract year for all work specified in the specifications, terms and conditions:

YEAR:

2021-2022	Cost per mile \$	times 55 miles = \$
2022-2023	Cost per mile \$	times 55 miles = \$
2023-2024	Cost per mile \$	times 55 miles = \$

M. RENEWAL

At the expiration of this contract, Contractor shall have the option to renew with the consent of the Board of Selectmen inclusive of a three percent (3%) increase for each successive year for the next three seasons.

N. ASSIGNMENT, AMENDMENT, SEVERABILITY, AND JURISDICTION

The Contractor’s rights and duties under this contract cannot be assigned or transferred by the Contractor to another person or entity without the express written consent of the Board of Selectmen. If any part of this contract is declared by a court to be void and unenforceable, the rest of the contract continues to be valid and effective. This contract is governed by the laws of the State of Maine.

In witness whereof, the parties, or their duly authorized agents, execute this agreement on the ___ day of _____, 2021.

BOARD OF SELECTMEN FOR THE TOWN OF ALBION

CONTRACTOR

Brent Brockway, Chairman

Jerry Keay, Selectman
