



**The Town of Damariscotta
Invitation to Bid
Winter Maintenance & Snow Removal
Downtown Contract**

June 20, 2024

The Town of Damariscotta (the “Town”) seeks proposals for this Winter Maintenance & Snow Removal Downtown Contract (sometimes referred to as the “Downtown Plowing Contract”). This contract will be for the care of town roads and areas not specified in the Winter Maintenance & Snow Removal Townwide Contract (a separately bid and issued contract referred to as the “Townwide Plowing Contract”). The roads that are subject to this contract are detailed below.

Sealed proposals will be accepted until Monday, July 22, 2024 at 2:00 p.m. One copy of the sealed proposal must be received by the Damariscotta Town Office, 21 School Street, by the date and time specified.

The Town will hold a pre-bid conference on Monday, July 8, 2024 at 8:00 a.m. at the Damariscotta Town Office. This meeting will discuss the needs of the Town and answer questions.

Bid Packets may be obtained by calling, or emailing, Andrew Dorr, Town Manager/Road Commissioner at 563-5168 or adorr@damariscottame.com.

Bid Procedure

Each bidder must submit a completed form, see attached. All bids shall be submitted on a **lump sum** basis for all work performed for the entire season(s). Bidders are required to provide pricing for all three years. Bidders do not need to perform both the Downtown Plowing Contract and the Town Wide Plowing Contract; however, bidders who intended to perform both will be considered more favorably. The Select Board reserves the right to reject any and all bids. Further information may be obtained from the Town Manager/Road Commissioner.

All sealed proposals should be delivered no later than **2:00 PM on Monday July 22, 2024** plainly marked ‘**DAMARISCOTTA WINTER MAINTENANCE & SNOW REMOVAL DOWNTOWN CONTRACT**’ and addressed to:

Andrew Dorr
Town of Damariscotta
21 School Street
Damariscotta, ME 04543



The Town of Damariscotta Winter Maintenance & Snow Removal Downtown Contract

This contract between the Town of Damariscotta, by and through its Select Board (referred to as "Town"), and _____ (referred to as "Contractor") provides for services related to the sanding, salting, and plowing of Town roads, sidewalks, and property as described herein. The administration of this Contract for the Town shall be the responsibility of the Town Manager and the Road Commissioner. When the contract refers to "Contractor" it includes employees and agents of the Contractor.

I. Contract Term

Contractor will be responsible for removing snow and ice from the roads and areas defined in this Contract for the following snow seasons:

- September 15, 2024 to May 15, 2025,
- September 15, 2025 to May 15, 2026, and
- September 15, 2026 to May 15, 2027.

II. Service Area

1. The "Downtown Service Area" is defined by the following:

Roads

Elm St: from Church St to Main St approx. 1,250 ft, 31,250 ft²

Theater St: from Elm St to Main St approx. 125 ft, 3,125 ft²

Cross St: from Bristol Rd to Water St approx. 315 ft, 6,000 ft²

Water St (from Main St to Cross St) approx. 300 ft, 7,200 ft²

Lewis Point Rd (from Elm St to end) approx. 625 ft, 11,250 ft²

Note: The Maine Department of Transportation is responsible for snow/ice removal on Main Street (1B) travel lanes, while the Town contractor is responsible for snow removal from the resulting windrows and that which falls on the sidewalks.

Sidewalks

Elm St: from Church St to Main St approx. 1,250 ft, 5,000 ft²

Theater St: from Elm St to Main St approx. 125 ft, 500 ft²

Water St: from Main St to Cross St approx. 300 ft, 1,200 ft²

Bristol Rd (west side): from Main St to Cross St approx. 150', 600 ft²

Main St (both sides): from Town line on bridge to Bristol Rd intersection approx. 2500', 12,500 ft²

Municipal Parking Lot:

This includes the Municipal Parking Lot between Main Street and the waterfront,

including the boat launch ramp. The parking lots shall be treated with salt, when needed. Both accesses to the Municipal Parking Lot shall be salted, as needed to comply with Section III of this contract.

2. Additional Sidewalks to be considered as a Bid Alternate (optional):

Main St: from Church St intersection to Main St Grocery Plaza approx. 1,250', 5,000 ft²

Bristol Rd (east side): from Main St to Miles St approx. 2,200', 8,800 ft²

Miles Street: from Main St to end of Town road approx. 700', 2,800 ft²

Church Street: from Main St to Pleasant St approx. 1,450', 5,800 ft²

Hodgdon Street: 780', 3,120 ft²

Chapman St: from Church St to Damariscotta Historical Society approx. 120', 480 ft²

Pleasant St: from Hodgdon St to Church St approx. 75', 300 ft²

III. Performance Standards

1. Contractor will provide and maintain manpower, materials, and equipment necessary to perform the services requested herein.
2. The Contractor will commence plowing, sanding, and/or salting when the snow on the sidewalk and parking surface has reached a depth of no more than one inch (1") and no more than one half (1/2") on roadways.
3. Snow removal and snow/ice treatment operations shall continue until roadways and sidewalks are clear of snow/slush/ice. Careful attention shall be given to the melting action and Contractor shall remove all slush as soon as possible.
4. During severe storms or drifting, plows will continue to operate as necessary to maintain two-way traffic. Immediately following extreme conditions, snow will be plowed back beyond the shoulder of the roadways.
5. Contractor must have communication equipped vehicles compatible with the Lincoln County communication system so that messages of urgency can reach the plowing or sanding vehicles. Contractor must respond to messages of urgency from the Town Manager or Road Commissioner of the Town.
6. In the event of freezing rain and icing, sanding and/or salting shall commence immediately and continue until a safe traveling roadway is provided.
7. Contractor will follow Maine Department of Transportation (MDOT) methods and precautions of plowing, sanding, and salting. 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 Road Commissioner. Contractor will fix or replace properly installed mailboxes or roadway traffic signs that have been hit or damaged by Contractor equipment.
8. Contractor will provide and maintain manpower and equipment that satisfy the requirements for the full term of this Contract. The minimum equipment required to be available to Damariscotta roads shall be as follows:

- One one-ton with plow
 - One bucket loader
 - Sidewalk machine
 - Equipment to apply melting agent
9. Contractor shall provide the Road Commissioner a list of equipment and contact cell phone numbers for at least one individual in a supervisory/managerial role no later than September 15th of each contract year.
 10. Contractor shall perform the responsibilities of this contract prior to allocating the resources identified in section III.8 to any other job.
 11. The Contractor shall complete this work to the satisfaction of the Town's Road Commissioner. In the event of a disagreement on the quality or scope of the work, the judgment of the Road Commissioner shall be final.
 12. It shall be required that the Contractor meet with the Town Manager and the Road Commissioner annually prior to September 15th for an annual inspection and review of services.
 13. If a significant change to the fulfillment of the contract were to occur because of any type of mandate by the state, the Town will not hold the contractor responsible and will evaluate the situation.

IV. Sand and Salt Supplies

1. Salt shall be stored at the Town's facilities and used exclusively on Town of Damariscotta roads, parking lots and sidewalks.
2. Contractor shall utilize the Town's salt supply to properly carry out the Contractor's duties under this Contract. All salt used shall be reported after each event and deducted from the monthly payment established by contract.
3. The Contractor will be responsible for loading salt into the trucks. The Contractor will be responsible for cleaning the area outside of the salt shed. The clean-up work will be done no later than May 15th of each year of this Contract or extensions thereof and will include the removal of all sand and salt debris from winter operations.
4. Contractor agrees to fully comply with the rules for use and maintenance of the Town's sand and salt storage facilities which rules are attached hereto as Appendix B and incorporated herewith by reference.

V. Additional Services

1. Hauling/Removing Snow from Downtown
Currently, the Town utilizes an MEDEP approved Snow Discharge location for the Downtown

Area and we anticipate renewal of the license during this Contract term. Should circumstances change, snow would need to be removed from the Downtown Area and hauled to an approved location. The Contractor should specify the hourly rate to remove and haul away snow should the need arise. For estimating purposes, assume the location would be within 10 miles of the Downtown Area.

2. Emergency Services

At the direction of the Road Commissioner, Police Chief, or Fire Chief, the Contractor shall clear snow or apply sand at any emergency. The Contractor shall assume the cost for these services.

VI. Additional Requirements

1. Independent Contractor

The Contractor, and any agents and employees of the Contractor, in the performance of the contract, shall act in an independent capacity as an independent Contractor or the agents or employees of an independent contractor and not as officers or employees or agents of the municipality.

2. Contractor's Labor

For any manpower furnished to fulfill the obligations of this contract, the Contractor shall be responsible for assuring that all manpower is in compliance with applicable state and federal labor laws, including but not limited to worker's compensation law, employment security law and minimum wage law.

3. Indemnification and Hold Harmless Clause

The Contractor shall defend, indemnify and hold harmless the Town and its officers, officials, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any act or omission of the Contractor or any of its officers, agents, employees, representatives, subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor's obligations to defend, indemnify and hold harmless shall continue in full force and effect following termination or substitution under this Contract and until such time as the Town Manager or Select Board sends the Contractor a written notice notifying him that he is released from his obligation herein or until the date upon which the Contract would have expired, whichever occurs first.

4. Insurance

Contractor will certify to the Town that it has obtained Public Liability Insurance coverage and Motor Vehicle Liability Insurance in an amount of at least \$1,000,000.00 single limit for personal or bodily injury, death, and property damage protecting the Contractor and the Town (as an additional insured) from all claims which might arise out of the performance of this Contract. Such certification shall include a provision that the Town will be given thirty (30) days' notice of the insurer's intention to cancel said coverage. Contractor shall maintain

and cause all subcontractors to maintain Workers' Compensation and Employers Liability Act Insurance and will provide the Town Manager proof of same.

5. Surety Bond or Letter of Credit

The Contractor will be required to execute and file with the Town a surety bond or letter of credit covering the terms of these specifications in the full amount of the current yearly Contract price from a company authorized to do business in the State of Maine and satisfactory to the Town. Said executed surety bond or letter of credit shall be required for the faithful performance of this Contract and the indemnification of the Town against all loss by reason of any claims, deficits, objects, liens, encumbrances, damages, negligence, or cost of suit arising from the non-fulfillment of any provisions herein contained. The Contractor shall submit such surety bond or letter of credit to the Town by September 15th each year of the Contract.

6. Damage

The Contractor is responsible for repairing damage whether it is caused by equipment or personnel. Damages include, but are not limited to, replacement of guardrails, signs, signposts, guard posts, or roadways that are damaged by reason of snow removal operations under this Contract if the Road Commissioner determines that such damage could have been avoided by the Contractor.

Contractor will reimburse the Town through direct payment or a deduction from the final annual payment to the Contractor. The Town may repair or replace the damaged property without liability to the Town with its own forces or with Contracted forces, and all costs will be deducted from amounts otherwise due to the Contractor. Final payment will be withheld until the damages are remedied to the satisfaction of the Town Manager and Road Commissioner.

7. Disputes and Remedies

All disputes, claims, counterclaims and other matters in question arising out of or relating to this Contract shall first be subject to mediation. If the parties cannot agree to a mediator than each party shall select a mediator and those two individuals will select a mediator who will meet with the parties in an attempt to resolve the dispute. Matters unresolved at mediation shall be decided by a Maine court of competent jurisdiction. This Contract is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine.

8. Termination

(a) Notwithstanding any other provision of this Contract, the Contractor shall be in default and the Town, 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 meets 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 Town; (vi) becomes insolvent, files for bankruptcy, allows any final judgment to stand against the company 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 substantial conformity with any material provision of the Contract as determined by the Town; (viii) fails to perform the work in a satisfactory manner as determined solely by the Town. The Town

may remedy such noncompliance with Town or contracted forces and terminate the Contract and/or deduct the cost thereof from payments otherwise due the Contractor. Notice of termination, and the reasons for such, shall be provided in writing by 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 Town, in the event that circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

(b) The Town may terminate this Contract for convenience for any reason that is in the best interest of the Town. Such reason may include non-appropriation of funds by the Town's legislative body. Terminations caused without the fault or and for reasons beyond the control of the Contractor shall be considered terminations for convenience. The Town will notify the Contractor of such terminations by sending a Notice of Termination for Convenience. In case of a termination for convenience, all work completed as of the date of termination will be paid by prorating by date all remaining amounts payable under this Contract. Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

Bid Sheet
Damariscotta Winter Maintenance: Downtown

	Downtown Road/Sidewalk	Additional Sidewalks* (optional)
	Total (Lump Sum) Bid	Total (Lump Sum) Bid
2024-2025		
2025-2026		
2026-2027		

*Alternate Sidewalks are listed in Section II and are depicted (yellow) in Appendix A. This is an optional bid alternate for additional services beyond the required Downtown Service Area, also defined in Section II and depicted (red/blue) in Appendix A.

In the event that snow is to be trucked and disposed of off-site, please provide your hourly rate.

2024-2025 \$ _____

2025-2026 \$ _____

2026-2027 \$ _____

Bonding method to be used (circle one): Surety Bond or Letter of Credit

Equipment to be used under this contract (Check all that apply):

- One one-ton with plow
- One bucket loader
- Sidewalk machine
- Equipment to apply melting agent
- Other (specify) _____

Explain your contingency plan for managing breakdowns and your ability to resume work with minimal delay/impacts. _____

Please provide the number of employees that will be employed during the annual contract term: _____

I agree to fulfill all work as specified in the Bid Proposal

Signature _____

Date _____

Name _____

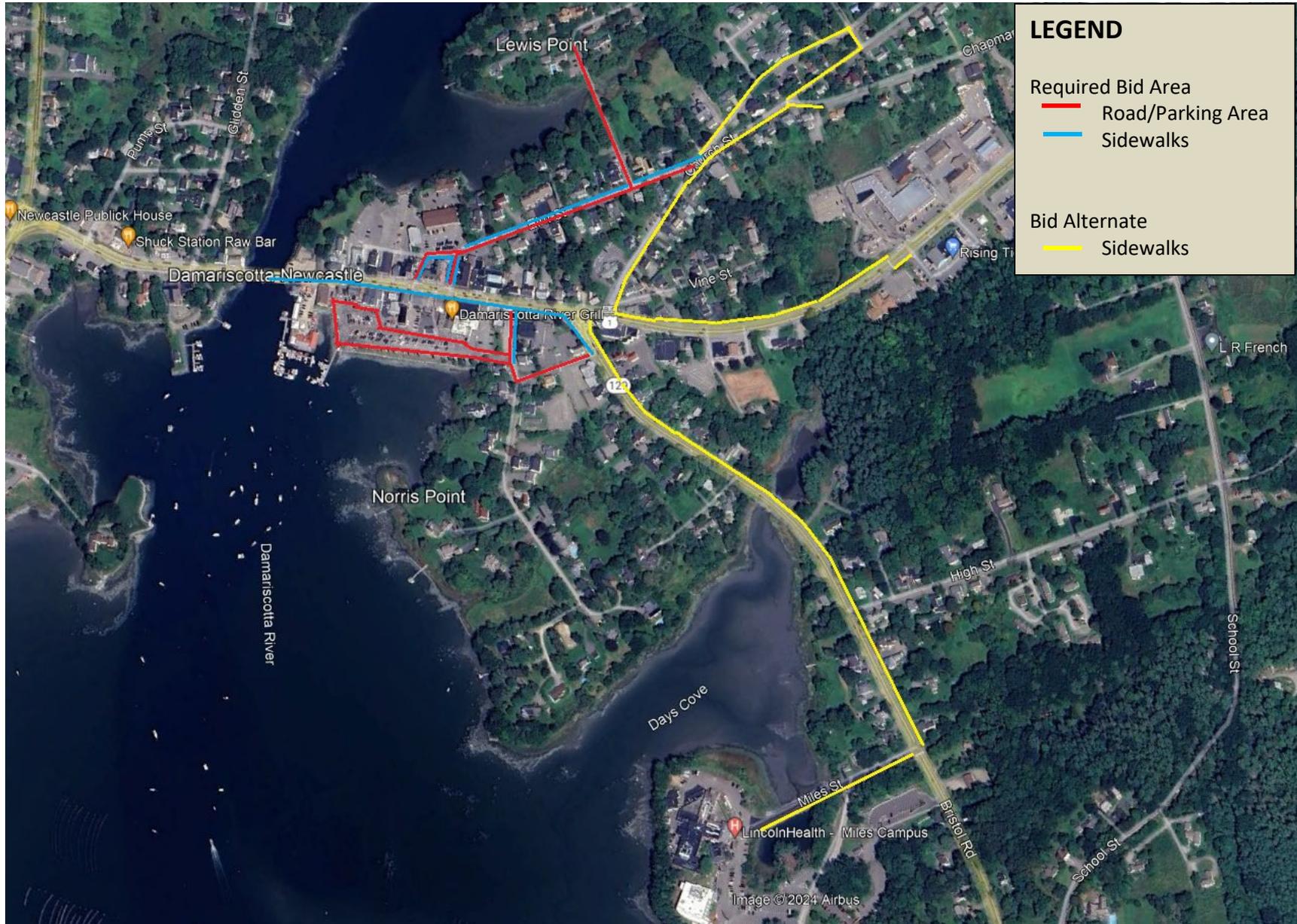
DBA _____

Phone _____

Mailing Address _____

Email _____

Appendix A: Downtown Map



Appendix B: RULES for USE and MAINTENANCE of DAMARISCOTTA'S SAND AND SALT STORAGE FACILITIES

The Contractor who holds the contract for winter downtown maintenance for the Town of Damariscotta shall follow the rules listed below concerning sand and salt storage:

1. All storage and mixing of sand and salt used for winter road maintenance shall be inside the confines of the Town's sand and salt storage facilities.
2. Any spillage of salt or any salt/sand mixture on the apron outside of the storage shed shall be promptly removed and shall not be left in place any longer than the final cleanup after each storm which required salt/sand spreading. During deliveries of salt to the site, any spillage of salt on the apron shall be cleaned up before the facility is closed and secured on the day of the delivery.
3. All materials stored in the sand and salt storage facilities must be to the satisfaction of the Road Commissioner and/or engineer. Particular attention to the fill lines in the buildings is crucial so not to unnecessarily stress the facilities.
4. The Contractor is required to notify the Road Commissioner of all damage to the storage facility within 48 hours. If the Road Commissioner becomes aware of any damage they are required to notify the Contractor within 48 hours. Any damage caused by the Contractor's equipment shall be repaired at the expense of the Contractor and to the satisfaction of the Road Commissioner. If the costs of repairs are not promptly paid, the necessary amount shall be withheld from any amount due the Contractor by the Town until the repairs can be completed.
5. The Contractor may, on a space available basis, store some of its equipment during the winter season and between storms within the confines of the storage facilities. Any damage to the Contractor's equipment while it is in the storage facility is the sole responsibility of the Contractor and shall be not be covered under any Town liability insurance or Town funds.
6. The Town will establish a fill line or level for their facilities and material will need to be piled in a way so it does not compromise the integrity of the structures. This will be reviewed annually during the walkthrough.

Failure to comply with these rules shall be deemed a breach of the contract.