



## **TOWN OF EAGLE LAKE REQUEST FOR BIDS**

### **SECTION 1. GENERAL**

The Town of Eagle Lake is seeking bids from qualified individuals, and firms (Bidder) to remove and plow snow from all locally owned roads listed in Appendix "A", commencing on the 2025-2026 snow season (October – May) and including the 2026-27 and the 27-28 winter seasons.

### **SECTION 2. STANDARD CONDITIONS**

- 1) The Bidder shall be responsible for all taxes, fees and permits required of this request for bids.
- 2) The Bidder shall serve in the capacity of an independent Bidder and shall not be deemed an employee or representative of the municipality. The Bidder understands and agrees that he is an Independent Bidder for whom no Federal or State Income Tax will be deducted by the Town, and for whom no retirement benefits, Medicare, vacation, sick leave, workers compensation, employment and similar benefits available to Town employees will accrue. The Bidder further understands that annual information returns as required by the Internal Revenue Code or State of Maine Income Tax Law will be furnished to the Bidder for his Income Tax records.
- 3) Unless otherwise stated all bids shall be in a lump sum basis in U.S. funds.
- 4) Any bid received after the date and time of opening will be rejected and returned unopened to the Bidder. Time shall be determined as indicated on the clock where bids are received.
- 5) Unless otherwise stated all bids shall be submitted on the bid form supplied by the Town.
- 6) The Town reserves the right to reject any or all bids and to waive any informality as it deems necessary. The Board of Selectmen shall retain the right to determine what constitutes informality. In their decision, the Board may consider if other bidders are placed at a disadvantage by their decision. In all cases, the decision by the Board of Selectmen shall be final.
- 7) Fax bids will not be accepted.
- 8) No bid may be withdrawn for a period of 30 days after the bid opening.
- 9) The Bidder shall be responsible to provide all labor, materials and equipment necessary to perform the work or supply the material(s) requested in this bid and shall insure a timely completion of the work involved or the material(s) supplied in conformance with generally accepted work standards. All work shall be in conformance with all applicable local, state and federal laws, ordinances, rules and regulations.

- 10) The Bidder shall not sublet, sell, transfer, assign or otherwise dispose of this agreement or any portion thereof, or of his right, title, or interest therein, without written request to and written consent of the Town Manager, except to a bank. No subcontracts or transfer or agreement shall in any case release the bidder of his liability under this agreement.
  
- 11) The performance of work or the delivery of material under the contract may be terminated by the Town in whole, or from time to time, in part whenever for any reason the Town Manager shall determine that such termination is in the best interest of the Town. Any such termination shall be effected by delivery to the Bidder of a Notice of Termination specifying the extent to which such termination becomes effective. The contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. In any event, this contract shall be terminated on the contract date.
  
- 12) The Bidder agrees to indemnify, defend and save harmless the Town, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Bidders, sub-bidders, material men, laborer, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Bidder in the performance of this contract and against any liability, including costs and expenses, for violation of propriety right, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use of disposition of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data.
  
- 13) Any and all notebooks, maps, plans, working papers or other work produced in the performance of this contract are the property of the Town.
  
- 14) Failure to provide requested information at the time the bid is submitted may result in the bid being rejected.

### **SECTION 3. SUBMITTING A BID**

All bids must be submitted in a sealed envelope clearly marked “**MUNICIPAL SNOW PLOWING BID**” on the outside of the envelope. Bids must be **RECEIVED by Friday, February 14, 2025, at 4:00 PM** at the Town Manager’s office, 36 Devoe Brook Road, Eagle Lake, ME 04739.

Any questions pertaining to this bid shall be directed to the Town Manager at (207) 444-5511.

All bids shall be opened and read aloud in public on **February 19, 2025** at 5:30 PM at the above address, during the regularly scheduled Board of Selectmen meeting. Bidders are welcome to attend the bid opening and Board of Selectmen meeting (if needed).

**SECTION 4. SCOPE OF WORK**

- 1) To remove ice, snow and control ice on the sections of Town ways (“roads”) listed in Appendix “A” and is attached as part of the specifications.
- 2) The Bidder, his agents and employees shall act in an independent capacity and not as officers or employees or agents of the Town. Any manpower needed to fulfill the obligations of the contract shall be employed by the Bidder and he 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. Bidder will also be responsible for maintaining his equipment in a safe, operable and legal condition.
- 3) The Bidder agrees to commence plowing and sanding operations when snow has accumulated on the described ways (“roads”) either from actual snow fall or drift caused by wind to a depth of not more than two inches. Operations will continue until roads are cleared of snow to the outside shoulders. During severe storms of drifting, plows will be operated 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 roads. Old Main and Dennis Street, where buildings are located close to the shoulder of the roads, the Road Commissioner may have the Bidder as part of these specifications, and at the Bidders expense, remove snow in front of these buildings and place the snow at designated areas of his choice (Road Commissioner).
- 4) Apply sand with an automatic truck sander to any portion of the highways, ways and turnarounds as listed in Schedule “A” of the specifications. This work will be done within a reasonable length of time after said highways, ways and turnarounds have become coated with ice or snow, and such application of sand shall be made as frequently as may be necessary for the safety of users of said highways, ways, and turnarounds.
- 5) Snow at the entrances and exits of the described ways listed in Schedule “A” of these specifications shall be removed to the outside edges at any time when snow or slush has accumulated from actual snow or drifting caused by winds or the state plowing Route 11 to a depth of two inches and to remove the snow continuously until all the above mentioned road entrances and exits have been properly cleaned provided, however, after cessation of the storm in drifting conditions and after the state has completed winging back all its banks along Route 11, all entrances and exits as described in these specifications are to be cleared of all accumulated snow. At such time that there is no more space on the corner of the exits and/or entrances, such snow will be moved to another area so as to allow ample space for future snow storage and good visibility for motorists. It is also the intent of this section to avoid any accumulation of ice or snow on street entrances and exits.
- 6) All bus turns will be plowed and sanded in accordance with Items 3 and 4 of these specifications. Bus turns as identified by the municipal officers should be plowed so as to accommodate the morning and afternoon school bus schedules and plowed wide and long enough to provide ample area for the bus to turn.
- 7) The Road Commissioner may require up to 800 yards of sand to be screened at a maximum gradation of **3/8 inches minus** and will be mixed with all necessary salt. Sand must be inspected by the Road Commissioner prior to being mixed with salt. All salt will be provided by the Town.

If for any reason, more than 800 yards of sand is required, the Bidder will provide any additional sand at the same cost per yard as paid for the first 800 yards of sand. All winter sand must be stockpiled at a site approved by the Town by October 15th. Stumpage for all necessary sand will be paid by the Bidder. All mixed sand will be property of the Town. No additional sand and salt, mixed for private use will be stored at the municipal site without prior approval by Road Commissioner. The Town will be responsible for the purchase of salt.

- 8) Bidder will furnish adequate and satisfactory motor driven equipment and manpower to effectively perform the required winter maintenance. All equipment to be used for snow removal and sanding shall be ready by October 15th of each snow season.
- 9) That all Subcontractors must be approved by the Town Manager's office.
- 10) Bidder shall carry and maintain in force General Liability Comprehensive Form Contractual insurance in the limits of \$400,000 bodily injury and property damage combined and motor vehicle liability, comprehensive form, owned and hired in the limits of \$400,000 bodily injury and property damage combined.
- 11) Bidder shall carry statutory Workmen's Compensation.
- 12) Bidder fails to meet the conditions of this contract per satisfaction of the Road Commissioner of the Town, the Road Commissioner will have the authority to have the conditions met by another Bidder chosen by the Road Commissioner. The Bidder will be liable for all expenses incurred by the Town in carrying out this section.
- 13) All work be done shall be to the satisfaction of the Road Commissioner and his/her word will be final.
- 14) That the contract period will be for a 3-year period, at the end of each snow season, if it is determined by the Board of Selectmen that the Bidder has not done a satisfactory job, the Board of Selectmen reserves the right to terminate the contract.
- 15) Conditions of the bid specifications may be changed upon approval of both the Bidder and the Town.
- 16) Bidder will scrape all roads when ice or snow has accumulated to the point where maintenance becomes a problem. This will be done at the discretion of the Road Commissioner.
- 17) Reimburse the Town for the replacement of signs, signposts or guard posts which are damaged by reason of snow removal operations under this agreement, if the Road Commissioner determines that such damage could have been avoided.
- 18) Follow the Maine Department of Transportation's methods and precautions of plowing and sanding.
- 19) Perform required duties for the Town before proceeding to private contracts. Town owned sand will not be used for private purposes.

- 20) Road Commissioner will set the priorities in the maintenance of primary and secondary roads said priority to be followed by Bidder.
- 21) Bidder shall be responsible for all bills for labor, material, equipment and fuel and other items which are incurred in the performance of this contract. The Town will not pay such bills.
- 22) Town shall pay the Bidder for snow removal and sanding on a monthly prorated basis beginning on December 1st and ending May 1st of each year. Payment will be approved at the regularly scheduled Board of Selectmen's meeting and a check for one month's portion of the bid mailed the following day.
- 23) Town shall pay the Bidder for mixing and stockpiling winter sand once the sand has been mixed and stockpiled at the approved site.
- 24) Bidder shall sweep all paved roads to remove access sand from the winter plow/sanding season by May 15<sup>th</sup> of each year. The roadway shall be wet either from rainfall or by water added to the road surface by the contractor. Sand shall be swept in such a way that it will be physically removed from the roadway by the contractor and delivered to a place determined by the Road Commissioner. Sweeping of the roadways will be part of the bid price.
- 25) Failure to perform according to the terms of the contract at the time and in the manner specified, that failure shall be a breach. In the event of a breach, the Town (through its Road Commissioners) shall immediately give oral notice to the Bidder. Bidder shall be required to perform within a reasonable time. Reasonable time may vary depending on the nature of the breach and road and weather conditions. In the event that the Bidder is unable (for whatever reason) perform his/her duties in the time stated, the Town shall have the following options:
  - a) Substitution: Hire a Substitute Contractor to plow and sand the roads for any period of time we consider necessary. This substitution will be paid from the remainder of any money due to the Bidder (but unearned) under this agreement.
  - b) Town may also seek any other legal remedies available to enforce this agreement.
- 26) Hold the Town harmless from any claim for death, injury, property damages or other loss which may result from the performance of road maintenance under this contract. In any event that such a claim is made against the Town, the Bidder shall defend the Town, and shall pay any amount (indemnify) for which the Town may be held liable in a legal action for such claims.
- 27) The Town reserves the right to reject any and/or all bids.
- 28) The Bidder shall advise the Road Commissioner of the equipment to be used for the term of the contract.

**“MUNICIPAL SNOW PLOWING” BID FORM  
Bid Opening February 19, 2025 at 5:30 PM**

Submit to: Town Manager  
36 Devoe Brook Road  
PO Box 287  
Eagle Lake, ME 04739

Bidders Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

The following bid is submitted in response to the Request for Bid to remove and plow snow from all locally owned roads listed in Appendix “A”, commencing on the 2025-2026 snow season (October – May) and including the 2026-27 and 2027-28 snow seasons.

The undersigned certifies that the information provided on the Bid Form is correct.

Have all specifications been met? \_\_\_\_\_yes \_\_\_\_\_no. If no, have all deviations been listed on a separate page attached to this Bid Form? \_\_\_\_\_yes \_\_\_\_\_no.

<u>WINTER SEASON</u>	<u>PLOWING</u>	<u>SAND (Per YD)</u>	<u>STREET SAND REMOVAL</u>
2025 – 2026	\$ _____	\$ _____	\$ _____
2026 – 2027	\$ _____	\$ _____	\$ _____
2027 - 2028	\$ _____	\$ _____	\$ _____
Total Bid Price	_____	_____	_____

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

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**By affixing my signature I certify that I have the authority to submit and bid and further certify that this bid meets or exceeds all requirements of the Request for Bid.**

**APPENDIX "A"**  
**ROADS & PUBLIC FACILITIES**

- A. **ALBERT STREET:** so called – from Aroostook Rd. intersection to Old Main Street intersection.
- B. **CARTER STREET:** so called – from Aroostook Rd. intersection to Powell Memorial Center & Therapeutic Pool.
- C. **CONVENT ROAD:** so called – from Aroostook Rd. intersection which leads to the entrance of the NASWA Gate.
- D. **DENNIS STREET:** so called – from Aroostook Rd. intersection to Albert Street intersection.
- E. **DEVOE BROOK ROAD:** so called – from Aroostook Rd. intersection to the turnaround beyond Reynold Raymond's residence.
- F. **DEPREY ROAD:** so called – from Aroostook Rd. to existing snow plow turnout.
- G. **GILMORE BROOK ROAD:** so called – from Aroostook Rd. to snowplow turnout adjacent to Eric Saxon driveway and from Aroostook Rd. to Lakeside Lane intersection.
- H. **GREEN STREET:** so called – from Dennis St. intersection to the end of the right-of-way approximately 100 feet (there is no turn-out on this street).
- I. **FOREST DRIVE:** so called – from Devoe Brook Rd to the end of the street.
- J. **LAKESIDE LANE:** so called – from Aroostook Rd. intersection of Lakeside Lane to the turn-out at the end of the area known as Plaisted.
- K. **MAKAYLA DRIVE:** so called – from Aroostook Rd. to existing snowplow turn-out at the end of Makayla Drive.
- L. **OLD MAIN STREET:** so called – from Aroostook Rd. intersection to the turn-around at the end of the hot top section of Old Main Street.
- M. **ST.MORRIS STREET:** so called – from Old Main Street intersection to the turn-out at the end of the street.
- N. **SUMMER STREET:** so called – from Albert Street intersection to the Eagle Lake Development Corporation parking lot.
- O. All necessary bus turns as identified by the Board of Selectmen:
  - i. One (1) at the end of Old Main Street.