



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 and provide sand and salt as needed for safe travel on Eagle Lake's portion of Sly Brook Road beginning at the Eagle Lake Town Line on Sly Brook Road and going forward to the end of the road. The period of performance is commencing for the 2024-2025 snow season (October – May) and includes the 2025-26 and 2026-27 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- 8) No bid may be withdrawn for a period of 30 days after the bid opening.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 “**SLY BROOK ROAD WINTER ROAD MAINTENANCE BID**” on the outside of the envelope. Bids must be **RECEIVED by February 16, 2024, at 4:30 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 20, 2024 at 5:30 PM at the above address, during the regularly scheduled Board of Selectmen’s meeting. Bidders are welcome to attend the bid opening and Board of Selectmen’s meeting (if needed).

SECTION 4. SCOPE OF WORK

- 1) To remove ice, snow and control ice on the Eagle Lake portion of Sly Brook Road in all areas that is in Appendix A and is attached as part of the bid 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 Eagle Lake portion of Sly Brook Road 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 road.
- 4) Apply sand with an automatic truck sander to any portion of the highways, ways and turnaround on Sly Brook Road. 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 roadway and turnaround.
- 5) Snow at the entrance and exit of Sly Brook Road shall be removed to the outside edges at any time when snow or slush has accumulated from actual snow or drifting caused by winds by others plowing Sly Brook Road to a depth of two inches and to remove the snow continuously until all the above mentioned roadways have been properly cleaned provided, however, after cessation of the storm and / or drifting conditions and after contractor has completed winging back all of the banks along Sly Brook Road.
- 6) All bus turn arounds will be plowed and sanded in accordance with Items 3 and 4 of these specifications. Bus turn arounds 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 Bidder shall furnish sufficient volume of sand, to be screened at a maximum gradation of 1/2 inches minus and will be mixed with all necessary salt for the upcoming winter season. Sand must be inspected by the Road Commissioner prior to being mixed with salt. **All salt will be provided by the Bidder.** If for any reason, additional yards of sand are required, the Bidder will provide any additional sand and salt necessary to fulfill the obligations of this bid. All winter sand must be stockpiled at a site approved by the Town by October 30th. Stumpage for all necessary sand will be paid by the Bidder. All mixed sand will be property of the Bidder until applied to the roadway.
- 8) Bidder will furnish adequate and satisfactory motor driven equipment and manpower to effectively perform the required winter maintenance. All equipment will have proper lighting and be roadworthy.
- 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. Proof of insurance will be provided by the Bidder to the Town prior to beginning the work outlined in this contract.
- 11) Bidder shall carry statutory Workmen's Compensation and be considered an independent contractor.
- 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 contractor 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 to 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, sign posts 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.
- 20) Road Commissioner will set the priorities in the maintenance of primary and secondary roads and 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 in November and ending in April. Warrants signed at the Selectmen's meetings will authorize payment. The prorated payment will be made available to the contractor immediately following the Board of Selectmen's monthly meeting.
- 23) Bidder will notify the Road Commissioner of any circumstances that will affect Bidder's ability to fulfill the obligations outlined in this agreement.
- 24) Failure to perform according to the terms of the contract at the time and in the manner specified, will be considered a breach of this contract. 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) to 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.
- 25) 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.
 - 26) The Town reserves the right to reject any and/or all bids.
 - 27) The Bidder shall advise the Road Commissioner of the equipment to be used for the term of the contract.

**“SLY BROOK ROAD WINTER ROAD MAINTENANCE” BID FORM
Bid Opening February 20, 2024 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 2024-2025 snow season (October – May).

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.

WINTER SEASON	PLOWING	SANDING	Total
2024 – 2025	\$ _____	\$ _____	\$ _____
2025 – 2026	\$ _____	\$ _____	\$ _____
2026 - 2027	\$ _____	\$ _____	\$ _____

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 SLY BROOK ROAD:

From the Eagle Lake Town Line to the end of the road at the turn around beyond Tom Pelletier's home.

B SCHOOL BUS TURN AROUND:

All necessary school bus turn arounds. Turn arounds can be provided by S.A.D. 27