

**Town of Gray
Request for Proposals
Snow Plowing and Sanding
Specified Public Easement Roads**

The Town of Gray is requesting proposals for independent contractors for the snow plowing and sanding of specified Public Easement roads in the Town of Gray for the winter seasons 2018-2019, 2019-2020 and an optional third year 2020-2021. The successful contractors will be required to meet the specifications as indicated on Exhibit A. The Town has two separate contracts: Contract I (6.282 miles) and Contract II (8.802 miles) available for this proposal. The roads list for this contract is identified in Exhibit B. A contractor may bid on one or both of the contracts. All proposals must be based upon cost per center mile for the entire winter season.

Copies of Exhibit A and Exhibit B may be obtained at the following locations:

1. Town Office, located at 24 Main Street
2. Town's website at graymaine.org
3. Email Town Manager at dcabana@graymaine.org
4. Telephone at 207-657-3339 (Ext. 101)

Proposal must be received by the Office of the Town Manager no later than noon, July 27, 2018 at 24 Main Street, Gray, Maine 04039.

EXHIBIT A
Town of Gray
Specifications/Contract Sections
Snow Plowing

The following specifications shall be met by any CONTRACTOR with whom the Town of Gray contracts for the plowing of Public Easement roads.

Section I- SPECIFIC ROADS

The Town of Gray shall specify the roads that are included in a contract with any selected contractor. The list may be amended with the addition or deduction being prorated against the contract value. Each contract specifies a different list of roads.

Section II- SNOW PLOWING AND SANDING

1. The CONTRACTOR shall assure the roads contracted for are kept open, passable, and free of public safety hazards, with surfaces properly treated to reduce skidding. Additional plowing and winging back of existing snow allowing for additional snow deposits shall be required. The Town of Gray shall provide the CONTRACTOR with the sand/salt supplies to be applied exclusively to contracted roads.
2. It shall be the responsibility of the CONTRACTOR to initiate plowing and or sanding as weather requires in order to properly maintain the roadways in a safe condition. The Director of Public Works may also direct the CONTRACTOR (especially those plowing Town ways) to initiate plowing and sanding operations, if in his judgment, it is required.
3. Upon conclusion of a winter weather event, the CONTRACTOR shall be responsible for clearing any accumulations from the travel ways, reapplying sand as needed and assuring that snow rows are pushed back sufficiently to permit additional snow to be plowed out of the travel ways.
4. The winter season is defined as September 15 through May 15.

Section III- EQUIPMENT REQUIRED

1. The CONTRACTOR shall be required to furnish sufficient equipment to accomplish the contract work. An inventory list of the equipment to be furnished for the season shall be provided by the CONTRACTOR to the Town prior to the beginning of the winter season but no later than the beginning of the winter season of each year of the contract. The CONTRACTOR shall list any equipment owned, leased or subcontracted. Generally, the following types of equipment are acceptable to the Town:

- Plow Trucks: Minimum gross vehicle weight of #18,500 lbs. or greater; single and dual axles, front and wing plows; all wheel drive and all units capable of being equipped for sand application.
 - Pick-up Trucks with Plows: Minimum one (1) ton with 8' plow, four wheel-drive.
 - Graders: Front or belly mount plows with wings; all-wheel drive.
 - Front Loader: Sufficient size to remove and pile snow with a 1.5 yard bucket.
 - Sanding equipment must be automated so that amounts may be varied to weather condition, road conditions and vehicle speed.
2. The CONTRACTOR shall be solely responsible for all maintenance, readiness and operation of all equipment. If the CONTRACTOR takes a piece of equipment out of service they are required to notify the Town of Gray Public Works Director or his designee immediately and indicated what the comparable replacement equipment shall be. The Town of Gray will not furnish any equipment, supplies, parts or fuel.
 3. In the event that any and/or all of the CONTRACTOR'S equipment become inoperable or unavailable, the CONTRACTOR shall hire additional replacement equipment, and any necessary operators, at the CONTRACTOR'S expense. If the CONTRACTOR fails to do so, the Town may, at its option, hire equipment and operators, as it deems necessary. The cost of such expense shall be deducted from the Contract payments. If such cost exceeds payments due to the CONTRACTOR, then the cost shall be charged to the CONTRACTOR.

Section IV- BONDS AND INSURANCE

1. The CONTRACTOR shall file with the Town of Gray a Surety Bond or Letter of Credit covering the terms of the contract specifications in the full amount of the Contract from a surety company authorized to do business in the State of Maine and satisfactory to the Town of Gray, or a Letter of Credit from a bank 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 the 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 of the Contract. The CONTRACTOR shall submit such Surety Bond or Letter of Credit to the Town no later than the beginning of the winter season of each year of the contract. The CONTRACTOR shall not receive payments as listed in the payment schedule section until receipt of the Surety Bond or Letter of credit to the satisfaction of the Town.
2. The CONTRACTOR shall maintain during the specified operations period of the contract, at their own expense, public liability insurance to include contractor's liability and all vehicle liability for not less than one million dollars (\$1,000,000). The CONTRACTOR shall furnish the Town with certificates of such insurance, listing the Town of Gray as additional insured, and replacement or renewal

certificates as they may fall due. Such insurance certificates shall be submitted by the beginning of the winter season of each year of the contract. Such insurance shall be non-cancelable with respect to the Town's interest without at least a ten (10) day's written notice to the Town Manager. Should the Town receive notice of cancellation; the Town will secure either a continuation of the public liability insurance or a replacement contractor to complete the contract work, with the cost of such insurance or replacement contractor deducted from the Contract payments.

3. The CONTRACTOR will protect and hold harmless the Town from any and all damages to any person or property that may occur in the performance of the contract or from suit or judgment or other things whatsoever that shall occur in such performance or growing out of anything to be done hereunder and from any loss, cost, expense of defending such claims, including attorney's fees.
4. The CONTRACTOR will be required to file evidence with the Town indicating he had provided Worker's Compensation Insurance (in accordance with the Worker's Compensation Act in the State of Maine) for all employees employed by the CONTRACTOR for the performance of the work outlined in the Contract. The CONTRACTOR shall furnish the Town with certificates of such insurance by the beginning of the winter season of each year of the Contract and shall furnish the Town satisfactory evidence of payment of any premiums as they fall due. Such insurance shall be non-cancelable with respect to the Town's interest without at least ten (10) days written notice to the Town Manager. Should the Town receive notice of cancellation; the Town will secure continuation of the Worker's Compensation Insurance, with the cost of such insurance to be deducted from the contract payments.

Section V- INDEPENDENT CONTRACTOR:

The CONTRACTOR is considered an independent contractor and is solely responsible for compliance with all state and federal income tax law, worker's compensation laws, drug and alcohol laws, and traffic safety laws. The CONTRACTOR shall ensure compliance with all commercial vehicle operation laws, including participation in any drug and alcohol testing program for licensed commercial vehicle operators. The Town assumes no liability for testing or follow-up procedures to ensure CONTRACTOR'S compliance with the laws. The employees of the CONTRACTOR are in no instance considered employees of the Town.

Section VI- PAYMENT SCHEDULE

1. The Town of Gray will make payment each year in five (5) installments. The contractor will submit a monthly statement to the Town on the 15th of December, January, February, March and April. The Town shall process and make payment within ten (10) working days of receipt of such statements. Payments shall be held in abeyance upon receipt of a complaint from one of the designated representatives. Such complaints must be made prior to the issuance of payment.
2. The Town shall pay the CONTRACTOR on the basis of dollars per center mile of road for the entire winter season.

Section VII- PERFORMANCE AND NOTIFICATION

1. Roads subject to the Contract will be periodically reviewed to assure that they are in satisfactory condition. A representative of the Public Easement or Road Association, the Public Works Director or his designee shall be authorized to contact the CONTRACTOR and inform them of any complaints of unsatisfactory road conditions (as defined in Section II). The CONTRACTOR is required to address the unsatisfactory road condition immediately.

In the event the CONTRACTOR fails to address the unsatisfactory road condition, the Town may engage another contractor, the costs of which shall be deducted from the CONTRACTOR'S payment.

If the occurrence of an unsatisfactory road condition is unaddressed repeatedly, the Town may assess a penalty in the following manner:

- calculate the number of miles deemed unsatisfactory and divide it by the total contract miles
- the resulting percentage shall be penalized against the balance of payments due the CONTRACTOR in the amount of 10%.

This penalty shall be deducted from the CONTRACTOR'S payment.

2. In the event that the Public Works Director or his designee determines that the CONTRACTOR demonstrates insufficient overall performance and/or response, the Town will notify the CONTRACTOR in writing as to the exact insufficiencies and the exact remedy. This notification must stipulate a time period for completion of these insufficiencies.

Failure to remedy the insufficiencies within the defined time period, the CONTRACTOR will be subject to Section VIII.

3. If any differences arise between the parties or residents, said differences shall be resolved as directed in the Town's Public Easement Road Policy. The Public Works Director or Town Manager for the Town of Gray (657-3381 or 657-3339) will chair any meeting(s).

Section VIII- DEFAULT AND REMEDIES

1. In the event the CONTRACTOR defaults under the terms of this Contract, the Town may terminate the contract and retain substitute snowplow services, the cost of which shall be chargeable to the CONTRACTOR to the extent it exceeds the prices specified in the Contract. The CONTRACTOR shall bear any expense or legal cost of the Town in connection with its enforcement of action under any term of the Contract.

EXHIBIT B

Contract - I

Road	Miles
Andrew Avenue	0.32
Shore (Road #4)	0.4
Hyde Road	0.44
Cottage (Road #5)	0.9
Jordan Circle	0.13
Old (Road #3)	0.5
Cliff Road	0.2
Larrabee (Road #5A)	0.3
Summit	0.85
Wilderness	0.3
Rustic	0.6
Old Hunts Hill	0.05
Chaz Way	0.123
Sorrento Way	0.099
Taylor Lane	1.07
CONTRACT I -Total Road Miles	6.282

Contract - II

AREA	Miles	ASSOCIATION
Deer Acres Road & Ext.	0.9	Deer Acres
Fawn Avenue	0.2	
Evergreen Road	0.15	
Arundel Road	0.7	Little Sebago Lodges
Crescent	0.15	
Aquila Road	0.5	
Hayden Bay Lane	0.1	
Krams Point	0.35	
Kentwood	0.2	
Northern Oaks Drive	1.1	Northern Oaks
Ames Drive	0.07	
Worcester Drive	0.152	
Poole Drive	0.1	
Cole Road	0.35	Lyons Point
Steele Road	0.1	
Kincaid Lane	0.15	
Shallow Cove	0.05	
Brads Way	0.05	
Lyons Point Road (Brown)	2.3	
Gore Road	1.13	
CONTRACT II -Total Road Miles	8.802	