



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

David Bernhardt
COMMISSIONER

August 31, 2015
Subject: **Snow Plowing**
State WIN: PH20150812SPJWM
Location: **Jonesboro, Whitneyville,
Marshfield & Machias**
Amendment No. 1

Dear Sir/Ms:

The Bid Opening date for this contract has been changed to **September 23, 2015**.

Make the following change to the Bid Documents:

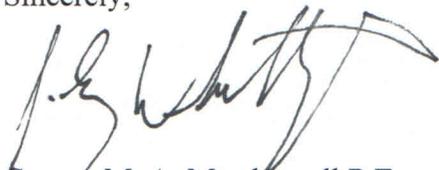
In the Contract Book:

CHANGE on page 8 "NOTICE TO CONTRACTORS", the bid opening date in the first paragraph from "September 2, 2015" to read "**September 23, 2015**". Make this change in pen and ink.

REMOVE pages 13 thru 22, "CONTRACT FOR SNOW PLOWING AND ICE CONTROL", two copies, and **REPLACE** with the attached revised "CONTRACT FOR SNOW PLOWING AND ICE CONTROL", two copies, 6 pages each, dated 8/31/2015.

Consider these changes and information prior to submitting your bid on **September 23, 2015**.

Sincerely,


George M. A. Macdougall P.E.
Contracts & Specifications Engineer



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CONTRACT FOR SNOW PLOWING & ICE CONTROL

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an Agency of State Government and _____ of _____ (“Contractor”).

In consideration of the mutual covenants herein, the parties agree as follows.

1. The Work. Contractor agrees to remove the snow (whether accumulating from snowfall or drifting), treat the roads, control ice, ensure water can get off of the road to any ditches or drainage structures blocked by snow or ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same (“the Work”) on the sections of highway listed below (“the Work Area”).

Section No. R4-16-1AP4: U.S. Route 1A, (Mile 72.63) from its junction of Route 1 in Jonesboro, extending easterly to the junction of Route 1 and Route 1A in Machias (Mile 80.65) for a total distance of 8 centerline miles (16 Lane Miles).

2. Term of Contract. The initial term of the contract is for three (3) years, from October 15 of each year (hereinafter “Winter Season”), beginning on October 15, 2015 and ending on May 1, 2018. The parties may mutually agree to extend this Contract for up to three additional years on an annual basis and under all of the terms of this Contract. The parties will mutually agree by July 1 each year if the Contract is to be extended for the upcoming winter.

3. Price and Payment. The Department agrees to pay the Contractor the *Base Lump Sum* payment of _____

(\$ _____) each season, for all work conforming to the terms of this Contract. For each additional year of the Contract, beyond the initial Contract year, a 2% escalation factor shall also be added to the *Base Lump Sum*. Each Winter Season’s total payment shall be made in six installments as specified below:

- 15% of the total price on **December 1**
- 15% of the total price on **January 1**
- 30% of the total price on **February 1**
- 20% of the total price on **March 1**
- 10% of the total price on **April 1**
- 10% of the total price on **May 1**

4. **Insurance, Performance and Payment Bonds.** The Contractor shall provide insurance certificates conforming to this Contract **prior to award and prior to October 1** of each subsequent year. Each Winter Season's initial payment will be contingent upon the Department having this information on file. Performance and Payment Bonds and Bid guarantee are not required for this contract.
5. **Contract.** This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of November 2014 Edition Sections 101, 102, 103 and 111, Bid For Snow Plowing & Ice Removal, Appendices, Special Provisions, Tables, Attachments and Contract for Snow Plowing & Ice Control. It is agreed and understood that this Contract will be governed by the documents listed above.
6. **Department's Representative.** The Department's Representative shall be the Region Superintendent of Operations, or designee, of the MaineDOT Region office having jurisdiction over the contract area. For this contract, the Region Superintendent of Operations may be contacted at the following:

MaineDOT Eastern Region
219 Hogan Road, P.O. Box 1208
Bangor, Maine 04402-1208
(207) 941-4500

7. **Work Standards**

- a) The Contractor shall have a working knowledge of anti-icing strategies for minimizing and preventing the bonding of snow and ice to the pavement surface. The Contractor shall utilize calibrated spreading equipment to responsibly and effectively implement the anti-icing strategies. Information on anti-icing may be found at the MaineDOT web site as follows:

<http://www.maine.gov/mdot/winterdriving/uai.htm>
<http://www.maine.gov/mdot/winterdriving/ri.htm>

- b) The Contractor shall commence plowing and material application operations no later than when snow on the pavement has reached a depth of one-half inch if the snow is wet and one inch if dry. Snow will be plowed and salt or sand will be used as needed during the storm to keep the roads open to traffic, to prevent bonding of snow and ice, and to provide a good surface upon which to operate. **Priority 4 and 5 Corridors:** Snow will be plowed and salt and/or winter sand will be used as needed during the storm to keep the roads open to traffic. After the storm, one-third bare pavement, in the middle of the road, will be provided as soon as practical. Bare travel lanes shall be provided as soon as practicable on these roads after the Priority 1, Priority 2 and Priority 3 roads. In most cases, this will occur within thirty (30) hours. The suggested maximum travel speed during the storm for Priority 4 and 5 roads is 35 M.P.H. During a winter storm event, average cycle times for the plows will be approximately 2 to 3 hours. Between the hours of 10:00 P.M. and 4:00 A.M, average cycle times for the plows may double, depending upon the type of storm, and strategic use of winter sand may be utilized to help carry low traffic volumes during these extended plow cycles. The average plow route length for this class of road is approximately 16 centerline miles and the average salt allotment is 10 tons per lane mile.

- c) The Contractor shall use appropriate methods and practices of plowing and material application to ensure continuity of operations with adjacent plow routes that may be addressed by municipal forces, state forces, or other contractors, as well as other plow routes in the same geographic area that have the same corridor priority (the Department's Representative may be contacted for clarification of which roads in the area share a similar priority level). The Contractor shall also ensure that the speed of their plowing operations are low enough to produce efficient plowing and material use and that appropriate care is taken to minimize the potential for damage to State and personal property adjacent to the highway (such as guardrail, curbing and mailboxes). The Contractor shall be responsible to reimburse the Department for state property damaged at the repaired cost. At a minimum, the contractor will follow the Departments policy for damaged mailboxes and work with the mailbox owner for those damages that may occur.
 - d) The Contractor shall have supervisory personnel available by cell phone(s) throughout any winter storm. The phone number(s) shall be provided to the Department and updated as necessary. The Contractor's equipment shall also be equipped with communication devices that will allow the Contractor to promptly get a message to personnel.
 - e) The Contractor shall promptly address any specific areas identified by the Department's Representative as having not been sufficiently treated to provide reasonably safe travel conditions. Such areas may require removal of snow pack, applications of winter sand or salt, or additional pushing back of snow banks. Such work shall be incidental to the contract. Should the Contractor fail to respond to any identified hazards within a reasonable period of time, the Department may address the areas of concern and withhold the costs incurred from the Contractor's payment.
8. **Equipment Requirements.** The Contractor must furnish a sufficient number of plow trucks, having a gross vehicle weight rating or registered weight of 26,001 pounds or greater. In accordance with law, all such trucks shall only be operated by persons having a valid CDL license. Trucks shall be outfitted with plows/wings and material spreaders that are properly calibrated to ensure accurate application and accounting of materials. All trucks, plows, loaders, and spreader systems shall be identified in the "Bid for Snow Plowing & Ice Control" document, and all equipment is subject to the Department's approval, both prior to the initial award of the contract and at any time prior to or during any Winter Season. Failure to provide equipment that the Department deems sufficient to reliably and safely meet the terms of this contract shall be grounds for contract termination.
9. **Facility Requirements.**
- a) The Contractor shall specify the intended location of the salt and winter sand (salted sand) stockpiles that will be used in the course of fulfilling this Contract. Prior to **September 1** of each subsequent year that the contract is effective, the Contractor must also specify whether the location of any stockpiles will change. The Contractor further agrees that all stockpiles will be in compliance with all local, state, and federal rules, regulations and statutes. Specific attention is directed to the Maine DEP's rules for the siting and operation of sand/salt stockpiles, located at:

(<http://www.state.me.us/dep/water/wd/sandsalt/index.htm>).

If the contractor does not have a Maine DEP approved stockpile site, it must be stated in the submittal and the Department will discuss potential options with the apparent low bidder. If the bidder is ultimately unsuccessful in obtaining a suitable location for salt and winter sand stockpiles, this shall be grounds for dismissal of the bid. The Contractor agrees to indemnify the Department for any liability, claims, demands, causes of action or damages incurred as a result of the use of, or stockpiling of sand and salt.

- b) Equipment and stockpiles of winter sand and salt shall be so located as to permit minimum travel time to critical areas and deadheading for reloading to maintain level-of-service and cycle times. The maximum distance between stockpiles shall be twenty (20) miles and equipment shall be located within a 10-mile radius of the Work Area.
- c) Contractor agrees to have salt and winter sand stockpiles available by October 1st of each year that this contract is in effect.

10. Sand & Salt Requirements.

- a) The Contractor agrees to provide sufficient salt and winter sand for operations required by this agreement. The Department estimates that the following approximate quantities of materials will be required to address a typical winter season:

Section No. R4-16-1AP4

Materials	Anti- Icing	De-Icing
Salt (Tons)	160	120
Winter Sand (CY)	100	640
Liquid Chlorides (Gallons)	1600	1200

- b) Maximum gradation of sand shall be ½ **inch**, and all sand will be screened to that size prior to use on the highway.
- c) The Contractor must mix between **80-120 pounds of salt** with each cubic yard of sand before the sand is stockpiled. A reference guide for mixing may be found at the following link:
<http://www.maine.gov/mdot/csd/mlrc/technical/winterplowsand/cq.htm>
- d) When making applications of pure salt, or sand when necessary, the Contractor shall do so in such a manner to avoid the application of excessive quantities. In most cases, application rates shall be in accordance with the rates specified in Attachment B.
- e) The Contractor agrees to pay particular attention to the treatment of railroad crossings, hills, curves and intersections, and to apply extra materials to such locations as necessary. Plow blades shall be raised sufficiently at railroad crossings to prevent striking the rail tracks. Excessive residue of snow on the tracks, as determined by the Department, shall be removed by hand if necessary. Should any rail tracks be hit during plowing operations, the owner of the rail line shall be called immediately to inspect the tracks and Department's representative shall also be notified. All work around railroad tracks shall follow the rail owner's requirements.

f) At the end of each storm event, the Contractor shall record the total material quantities used with the number of applications and rates in performing the Work and report those quantities to the Department's Representative.

11. **Purchase of Materials.** At the Department's sole discretion, and with consideration of material availability and past material purchase coordination with the Contractor, the Contractor may be offered the opportunity to purchase salt, plow blades, winter sand, or liquid chlorides through the Department at current contract rates (where applicable). When authorized, the materials may be ordered through the Department's Representative, or designee, and the cost will be deducted from the Contractor's next regular contract payment, billed directly, or billed as otherwise agreed, at the Department's option.

12. **Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenant, and certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

The Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

Signature

Printed Name

Title

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

Brian T. Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations