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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

September 27, 2022
Subject: Snow Plowing and Ice Control
State WIN: PH20220831SPJW
Location: **Jefferson/Whitefield**
Amendment No. 2

Dear Sir/Ms:

REMOVE pages 19 through 28, "**CONTRACT FOR SNOW PLOWING AND ICE CONTROL**", two copies, and **REPLACE** with the attached revised "CONTRACT FOR SNOW PLOWING AND ICE CONTROL", two copies, 5 pages each, dated 9/27/2022.

The following questions has been received:

Question: Would MaineDOT allow the contractor to put up a fabric building, constructed on concrete blocks with a paved floor, on the MaineDOT Jefferson lot, located on the northeast side of Route 32, 0.15 miles from Route 126?

Response: Yes, MaineDOT will allow the successful bidder to install a fabric building on the Jefferson lot in accordance with Maine DEP siting requirements. The contractor will be required to meet with MaineDOT to discuss the specific location on the lot to ensure MaineDOT's continued access to other materials that are stored there.

Refer to the attached revised **"CONTRACT FOR SNOW PLOWING & ICE CONTROL" Section 9 Facility/Material Stockpile Requirements** added paragraph "**d)** For this Contract, the Department is willing to allow the Contractor the use of a portion of its Jefferson facility located off Route 32, 0.15 miles from Route 126, for the storage of winter materials. The specific area(s) on the lot will be determined jointly between MaineDOT and the contractor in the pre-award phase. This location will require re-registration with Maine DEP since the storage of winter materials had been previously discontinued by MaineDOT. The use of this facility shall be in accordance with Maine DEP rules and good housekeeping practices for all operations conducted on the site. The Contractor shall be responsible for any damages they may cause on the site or any utilities they may use (if applicable). The Department shall retain the right to inspect the premises at any time. If, at any time, the Department determines that the Contractor is not using the facility in an appropriate or responsible manner, as solely determined by the Department, the Contractor may be given notice to vacate the premises.

Such action may or may not result in termination of this contract, depending upon whether the Contractor has alternative facility options that meet the requirements of the Contract".

Question: If MaineDOT is willing to allow the fabric building on the Jefferson lot, by what date will it have to be installed?

Response: The building shall be in place by November 1, 2022, for the length of the Contract and any authorized extensions. The Contractor's building and any material(s) shall be removed at the end of the contract to the satisfactory of the Department.

Question: Does MaineDOT require 100% of the estimated materials to be stored at the start of the season?

Response: No. The contractor must have sufficient materials in place to address storms while allowing for the ongoing replenishment of materials throughout the winter. Roughly one third of the estimated materials would be considered a reasonable starting point.

Consider these changes and information prior to submitting your bid on **October 5, 2022**.

Sincerely,

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

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. <u>The Work.</u> Contractor agrees to remove the snow (whether accumulating from snowfall or drifting), treat the roads, control ice, (whether naturally occurring or manmade) 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").

> Route 32 in Jefferson, beginning at the intersection of Route 126 (RLM 29.18) and extending in a northerly direction to the intersection of Route 17 in Jefferson (RLM 33.84), for a total distance of 4.66 centerline miles (9.32 Lane Miles).
>
> Route 126 in Jefferson, beginning at the intersection of Route 32 (RLM 42.75) and extending in a westerly direction to the intersection of Route 213 in Jefferson (RLM 42.26), then continuing on Route 126 (Gardiner Road) in a westerly direction to the intersection of Cooper Road in Whitefield (RLM 34.93) for a total distance of 7.82 centerline miles (15.64 Lane Miles).
>
> Total contract mileage is 12.48 centerline miles (24.96 Lane Miles).

2. <u>Term of Contract.</u> The initial term of the contract is for **three (3) years**, beginning on October 15, 2022, or when executed, whichever is latest and ending on May 1, 2025. The term of any additional seasons is from October 15 to May 1 (hereinafter "Winter Season"), The parties may mutually agree to extend this Contract for up to five (5) additional years, prior to July 1, on an annual basis, and under all the terms of this Contract.

3. <u>Price and Payment</u>. 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, March 2020 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 Region 2
   66 Industrial Drive
   98 State House Station
   Augusta, ME 04333
   (207) 624-8200

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 implement the anti-icing strategies responsibly and effectively. Information on anti-icing may be found at the MaineDOT web site as follows: http://www.maine.gov/mdot/winterdriving/snowicecontrol/

   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 and/or winter sand will be used as needed during the storm to keep the roads open to traffic. During a winter storm event, average cycle times for the plows will be approximately 1-1/2 to 2 hours. Between the hours of 10:00 P.M. and 4:00 A.M, the average cycle times for the plows may double if snowfall is light or intermittent and strategic use of winter sand may be utilized to help carry low traffic volumes during these extended plow cycles. 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 and 2 roads. In most cases, this will occur within twenty-four (24) hours.

   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 is 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, etc.). See appendix A, Part 24

d) **Whenever the contractor is out checking and/or treating the roads, they shall contact MaineDOT's Transportation Management Center (TMC) at 207-624-3339 to notify them of the conditions and the actions being taken**. Similarly, when the contractor has completed their operations, they shall notify the TMC when they are done and off the road. 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 their driver(s).

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 snowpack, applications of winter sand or salt, or additional pushing back of snowbanks. Such work shall be incidental to the contract. Should the Contractor fail to respond to any identified hazards within a reasonable period, 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 enough 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 meet all State registration and inspection laws, and only be operated by persons having a valid CDL license. Trucks shall be outfitted with plows/wings with material spreaders (electronically controlled are preferred but not mandatory) 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 meet the terms of this contract reliably and safely shall be grounds for contract termination. The contractor shall have a spare plow truck within 15 miles of the center of the contract area in case of a breakdown during a storm.

9. **Facility/Material Stockpile Requirements.**

a) The Contractor shall specify the intended location of the salt and winter sand (salted sand) stockpiles that will be used while fulfilling this Contract. Any proposed changes to the stockpile location(s) must be provided to MaineDOT, in writing, prior to July 1 and in advance of the winter season in which the stockpile(s) will be used. The Contractor must also certify that all stockpiles comply 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 the following link: https://www.maine.gov/dep/water/wd/sandsalt/index.html

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 because 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 in place and available by October 1st of each year that this contract is in effect. Failure to do so may be grounds to terminate the contract.

d) For this contract, the Department is willing to allow the Contractor the use of a portion of its Jefferson facility located off Route 32, 0.15 miles from Route 126, for the storage of winter materials. The specific area(s) on the lot will be determined jointly between MaineDOT and the contractor in the pre-award phase. This location will require re-registration with Maine DEP since the storage of winter materials had been previously discontinued by MaineDOT. The use of this facility shall be in accordance with Maine DEP rules and good housekeeping practices for all operations conducted on the site. The Contractor shall be responsible for any damages they may cause on the site or any utilities they may use (if applicable). The Department shall retain the right to inspect the premises at any time. If, at any time, the Department determines that the Contractor is not using the facility in an appropriate or responsible manner, as solely determined by the Department, the Contractor may be given notice to vacate the premises. Such action may or may not result in termination of this contract, depending upon whether the Contractor has alternative facility options that meet the requirements of this contract.

10. <u>Sand & Salt Requirements.</u>

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:

Materials	Anti- Icing
Salt (Tons)	350
Winter Sand (CY)	100
Liquid Chlorides (Gallons)	3000

b) Maximum gradation of sand shall be **3/8 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: https://www.maine.gov/mdot/mlrc/technical/winterplowsand/

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) **The Contractor shall record the total material quantities used for each storm event and report those quantities to the Department's Representative on a weekly basis. At the end of the season, the season totals shall be emailed to the Highway Maintenance Engineer at Maintenance.MaineDOT@maine.gov. Failure to provide this information may delay the final season's payment**.

g) 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 through the Department at current contract rates (where applicable). When authorized, the materials may be ordered through the Department's Representative, or designee. The Department will send invoices for these items monthly, and the Contractor will have thirty days to pay.

11. 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

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. <u>The Work.</u> Contractor agrees to remove the snow (whether accumulating from snowfall or drifting), treat the roads, control ice, (whether naturally occurring or manmade) 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").

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> Total contract mileage is 12.48 centerline miles (24.96 Lane Miles).

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($_____) 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:

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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:

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7. **Work Standards**

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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 because of the use of, or stockpiling of sand and salt.

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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.

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11. 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