



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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

November 8, 2012
Subject: **Snow Plowing & Ice Control**
Location: **Augusta MaineDOT Facilities**
State Pin No: N/A
Amendment No. 1

Dear Sir/Ms:

Make the following change to the Bid Document;

In the Bid Book (pages 13 thru 28) **REMOVE** both copies of the "CONTRACT FOR SNOW PLOWING & ICE CONTROL" and **REPLACE** with the attached new "CONTRACT FOR SNOW PLOWING & ICE CONTROL".

Consider this change and information prior to submitting your bid on November 14, 2012.

Sincerely,



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



PRINTED ON RECYCLED PAPER

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), control ice, and perform all other work indicated in this Contract in compliance with all the terms, conditions, and representations of the same in parking areas, driveways, entrances and all other areas available for vehicular travel that are located within the limits of the facilities listed below (“the Work”).

MaineDOT Headquarter Facility at 24 Child Street, Augusta

MaineDOT Fleet Services Facility at 105 Capitol Street, Augusta

MaineDOT Fleet Services Fuel Station located at the corner of Capitol and Florence Streets, Augusta

MaineDOT shall have designated snow storage locations in each parking lot. All plowed snow shall be stocked piled in said locations and removed by contractor within 48 hours of being stock piled. Snow removal shall not happen between the hours of 6:00am and 6:00pm Monday through Friday.

2. Term of Contract. The initial term of the Contract is for one winter season, commencing on contract execution date and ending May 1, 2013. Subsequent years will be from November 1st through May 1st, of each year (hereinafter “Winter Season”). The parties may mutually agree to extend this Contract for up to two additional years on an annual basis and under all of the terms of this Contract. The parties will mutually agree by August 1st of each year if the Contract is to be extended for the upcoming winter.

3. Bonds and Insurance. The Contractor shall provide insurance certificates conforming to this Contract prior to award and prior to October 1st of each subsequent year. Each Winter Season’s initial payment will be contingent upon the Department having this information on file. A Bid Guaranty is not required. Performance and Payment Bonds are not required.

4. Price and Payment. The bid prices in the Bid for Snow Plowing and Ice Control will be used as the basis for determining each “Base Lump Sum” payment for the facilities listed and awarded below for 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 1st
- 15% of the total price on January 1st
- 30% of the total price on February 1st
- 20% of the total price on March 1st
- 10% of the total price on April 1st
- 10% of the total price on May 1st

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 December 2002 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 Contract Representatives shall be Dan Rolfe and Jessica Glidden. Designee contact for Map area A is Scott Gray and contact for Map area B & C is John Boynton, who shall have jurisdiction over the contracted areas. The Representatives may be contacted at the following:

Dan Rolfe, Jessica Glidden & John
Boynton
Fleet Services
105 Capitol Street
Augusta, ME 04330
(207) 287-2677

Scott Gray, Maine DOT
24 Child Street
Augusta ME 04330
Work: (207) 624-3234
Cell: (207) 592-2477

7. Work and Standards. Maintenance and upkeep of these facilities is of the highest priority and shall be held to the highest standard.

(a) Scope. The purpose of this contract is to provide complete snow and ice control services, throughout the winter season (November 1st through May 1st) for the parking areas, entrances, driveways and all other areas available for vehicular travel that are located within the limits of the facilities identified herein. All sites to be plowed will have a salt priority, sand, sand blends and materials other than salt, salt brine, Ice-B-Gone or blends can only be used with approval from the Department’s Representative. Aerial photography of each facility is attached hereto to further clarify the areas to be maintained.

The contractor shall provide all necessary labor, equipment and materials for operations required by this agreement to keep these areas reasonably free of snow and ice in order to provide the safest possible surface conditions attainable under winter conditions.

- (b) The Contractor shall have a working knowledge of using anti-icing strategies to minimize bonding of snow and ice to the pavement surface. Information on anti-icing may be found at the Maine DOT web site as follows:

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

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

- (c) Pre-season. The contractor shall obtain prior approval from MaineDOT if any equipment is proposed to be left on site throughout the winter season.

The contractor shall plan plowing activities and, if necessary and with MaineDOT's approval, pre-mark any obstacles necessary to avoid damage to any rest area property. Snow storage areas will be marked with signs and shall not obstruct any pathways or areas requiring any form of access throughout the winter season.

- (d) During Storm. The Contractor shall use appropriate methods and practices of plowing and material application, and must begin no later than when snow accumulation has reached a depth of 2" or ice/sleet accumulation has reached a depth of ½".

Snow will be plowed and materials applied as needed during the storm to keep the parking areas, entrances and driveways open to vehicle and pedestrian traffic, to prevent the bonding of snow and ice, and to provide a good surface upon which to walk.

Contractor shall conduct all work in a manner so as to minimize disruption of the normal flow of traffic (either pedestrian or vehicular) and shall not place snow on any sidewalks (which are maintained by the facility contractor).

Snow shall not reach a depth of more than two inches between the hours of 5:30 am and 5:30 pm Monday through Friday, while keeping the lots reasonably accessible outside of those hours. PL4 is used continuously by Operations personnel and shall be kept reasonably accessible at all times with a snow depth of no more than six inches and a good surface upon which to walk.

The speed of the plows are to be low enough to assure efficient plowing and material use, and appropriate care must be taken to minimize the potential for damage to personal property, and adjacent areas (such as curbing and fencing).

The Contractor shall have supervisory personnel available by cell phone(s) throughout any winter storm. Phone number(s) shall be provided to the Department and updated as necessary. Contractor's equipment shall also be equipped with communication

devices that will allow the Contractor to get a message of urgency to any personnel within a half hour period.

Contractor shall promptly address specific areas identified by the Department's Representative or designee as having not been sufficiently treated to provide reasonably safe travel conditions. Such areas may require removal of snow pack, applications of 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.

The plowing method and equipment employed by the contractor shall be at the contractor's discretion, once the equipment, as identified in the contractor's proposal, has been pre-approved by MaineDOT personnel.

MaineDOT reserves the right to require additional treatments, as necessary, to obtain the necessary end result.

- (e) Post-storm. Storm cleanup operations shall begin as soon as possible after the storm ends in order to provide maximum travel and parking access. Areas requiring snow removal shall be addressed and any remaining slippery areas shall be treated with salt.

Immediately after the storm conditions have subsided, snow shall be moved to the designated location in each parking area. Bare parking areas shall be provided as soon as practicable and normally within three **(3) daylight hours** of the end of storm.

Additional issues normally associated with snow and ice control, such as refreezing, drifting, and water ponding issues that are caused by snow and ice obstructing drainage structures or swales, are to be addressed by the contractor as part of this contract.

At the end of each storm event, the contractor shall record the total material quantities used in performing the snow and ice control. Such quantities shall be maintained in a season log that indicates the types of materials used and the corresponding dates of the storm events that occurred throughout each winter season. A sample template of such a log is attached; however any format that provides the same information will be acceptable.

- (f) Post-Season. The seasonal log of material usage (Attachment B) shall be submitted to the following address prior to final payment at the end of each Winter Season on the form provided by the Department: *MaineDOT, Fleet Services, Dan Rolfe, 105 Capitol Street, 26 State House Station, Augusta, ME 04333-0026.*

8. Equipment and Facility Requirements

- (a) The Contractor must furnish a sufficient number of plow trucks, and equipment for snow removal to meet the contract specifications. In accordance with law, all such trucks shall only be operated by persons having a valid operator's license. Trucks shall be outfitted with plows and material spreaders that are properly calibrated to assure 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 anytime 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.

- (b) The Contractor shall specify the intended location of the salt stockpiles that will be used in the course of fulfilling this Contract. Prior to **November 16** 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.maine.gov/dep/water/wd/sandsalt/>. If the contractor does not have an approved stockpile site, the Department will discuss potential options with the low bidder. If the bidder is ultimately unsuccessful in obtaining a suitable location for a salt stockpile, 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.

Equipment and stockpiles of winter salt shall be so located as to permit minimum travel time to critical areas and deadheading for reloading. The maximum distance shall be twenty (20) miles of the Work area.

9. Property Damage. The Contractor shall be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor including but not limited to guard rail, guard rail posts, signs, sign post or guard posts. The preceding sentence includes damage to vehicles. The Contractor agrees to reimburse the Department for the replacement of property damaged by the Contractor if resulting from the Contractor's negligence as determined by the Department's Representative. The Department may repair or replace the damaged property without liability to the Department with its own forces or with Contracted forces, and all costs will be deducted from amounts otherwise due the Contractor.

10. Termination.

- (a) Notwithstanding any other provision of this Contract, the Contractor and/or the Surety shall be in default and the Department, in its sole discretion may terminate this Contract, if the Contractor and/or the Surety: (i) fails to begin the work as required by the Contract; (ii) fails to perform the work with sufficient workers and equipment or materials to meet the terms of the Contract; (iii) discontinues the prosecution of the work; (iv) fails to resume work which has been discontinued within a reasonable time after notice to do so; (v) subcontracts any of the work without the approval of the Department; (vi) becomes insolvent, files for bankruptcy, allows any final judgment to stand against him unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Department; or (vii) fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the Department; (viii) fails to perform the Work in a satisfactory manner as determined solely by the Department.

The Department may remedy such noncompliance with Departmental or contracted forces and terminate the Contract and/or deduct the cost thereof from payments otherwise due the Contractor.

Notice of termination, and the reasons for such, shall be provided in writing by certified mail or personal delivery to the Contractor. In emergency situations, notice may be provided verbally with written notice mailed or delivered as soon thereafter as practicable.

At its sole option, the Department, in the event that circumstances allow, may provide the Contractor with an opportunity to cure any of the above deficiencies without waiving its right to terminate.

- (b) The Department may terminate this Contract for convenience for any reason that is in the best interest of the Department. Such reason may include non-appropriation of funds by the Maine legislature. Terminations caused without the fault or and for reasons beyond the control of the Contractor shall be considered terminations for convenience. The Department will notify the Contractor of such terminations by sending a Notice of Termination for Convenience.

In case of a termination for convenience, all work completed as of the date of termination will be paid by prorating by date all remaining amounts payable under this Contract. Contractor agrees it will have no claim for any other amounts including consequential damages, lost profits, or lost opportunity costs.

11. General Provisions

- (a) Nondiscrimination. The Contractor agrees to comply with the nondiscrimination and affirmative action provisions at 5 M.R.S.A. § 784 (2), which are hereby incorporated by reference.

(b) Funding. This Contract, including any extensions thereof, is made subject to available budgetary appropriations and shall not create any obligation on behalf of the Department in excess of such appropriations.

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, covenants, 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 of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

13. **Award.** Your offer is hereby accepted for:

MaineDOT Headquarter Facility, 24 Child Street, Augusta

_____ \$ _____,
(written dollar amount)

MaineDOT Fleet Services Facility, 105 Capitol Street, Augusta

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**MaineDOT Fleet Services Fuel Station.
corner of Capitol and Florence Streets, Augusta**

_____ \$ _____.
(written dollar amount)

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)

Bureau of Maintenance & Operations

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The Department may remedy such noncompliance with Departmental or contracted forces and terminate the Contract and/or deduct the cost thereof from payments otherwise due the Contractor.

Notice of termination, and the reasons for such, shall be provided in writing by certified mail or personal delivery to the Contractor. In emergency situations, notice may be provided verbally with written notice mailed or delivered as soon thereafter as practicable.

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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 of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

13. **Award.** Your offer is hereby accepted for:

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corner of Capitol and Florence Streets, Augusta**

_____ \$ _____.
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This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)

Bureau of Maintenance & Operations