

CONTRACT FOR SNOW PLOWING & ICE CONTROL

Agreement made this 1st day of August by and between the Town of Dixmont, Maine, ("town"), and Hampden Hauling Inc. (Contractor").

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

1. **The Work.** Contactor 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 on the sections of highway listed below (hereinafter "the Work").

Allen Bridge Rd (County Rd) .63 miles

Mitchell Rd. 1.61 miles

Cates Rd .58 miles

North Rd 3.47 miles

Church Hill Rd 0.30 miles

Old County Rd (Smith Rd.) 0.35 miles

Cottrell Rd 2.02 miles

Parsons Rd 0.12 miles

Garland Rd 1.28 miles

Petrie Rd (Moore Rd.) 0.25 miles

Harlow Rd 0.45 miles

Raven Hill Rd (casement Rd.) 0.55 miles

Hopkins Rd 0.59 miles

Reynolds Rd 0.03 miles

Jewell Rd 0.91 miles

Simpson Corner Rd. 4.49 miles

Kennebec Rd 3.28 miles

Smith Rd 0.29 miles

Loud Rd 0.34 miles

Troy Center Rd 1.45 miles

Masonic Rd 0.59 miles

Wellman Pond Rd 0.43 miles

Miles Rd 1.42 miles

Hog Hill Rd 1.7 miles

Millstream Rd 0.90

South Rd 2.5 miles

The Contractor acknowledges and agrees that the road descriptions and lengths provided in this Contract are based on the Town's best knowledge. The Contractor shall verify the accuracy of these details and promptly address any concerns or discrepancies with the Town's Road Commissioner before commencing the Work.

2. **Term of Contract.** The initial term of the contract is for three (3) years, from October 15 to April 15 of each year (hereinafter "Winter Season"), beginning on October 15, 2023, and ending on April 15, 2026. The parties may mutually agree to extend this Contract for up to three additional one-year periods, subject to all the terms of this Contract. The Contractor must notify the Town in writing by June 1st if they prefer to extend the Contract for the upcoming Winter Season.

3. Bonds and Insurance. The Contractor shall provide a performance bond in the amount of \$180,000 to the Town. The performance bond is intended to ensure that the Contractor fulfills its obligations under this Contract. In the event of the Contractor's failure to perform the Work or any breach of the Contract, the Town may call upon the performance bond to cover any cost differences between this Contract and a replacement contract, up to a maximum liability of \$180,000. The performance bond shall be obtained from a company licensed or approved to do business in the State of Maine, listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

4. Payment. The Town agrees to pay the Contractor the 'Base Lump Sum' payment of One Hundred Eighty Thousand Dollars (\$180,000) for each Winter Season. For each additional year of the Contract, a 2% escalation factor shall be added to the Base Lump Sum. Each Winter Season's total payment shall be made in six installments as follows:

- November 1: 10% of the total price
- December 1: 10% of the total price
- January 1: 25% of the total price
- February 1: 30% of the total price
- March 1: 15% of the total price
- April 1: 10% of the total price

5. Town's Representative. The Town's representative shall be the Road Commissioner, or Town Select Board having authority over the contract area. For this contract, the Road Commissioner may be contacted at the following:

Tim Rogers

207-605-6411

Dixmont Town Office 758 Western Ave

Dixmont, ME 04932

(207) 234-2294

6. Work Standards

a) 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. Operations will continue until the roads are cleared of snow to

the outside shoulders. During severe storms or 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 roads. Contractor's equipment must be located within a 10-mile radius of the project. Contractor personnel must have cell phones or radio-equipped vehicles so that messages of urgency can reach the plowing or sanding vehicles within a half-hour period.

b)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. Such methods shall also assure that the speed of the plows is slow enough to assure efficient plowing and material use and that appropriate care is taken to minimize the potential for damage to personal property adjacent to the highway (such as mailboxes).

c)The Contractor shall pay particular attention to the commuter hours that exist Monday through Friday during the morning hours from 4 a.m. through 9 a.m. and during the evening commuter hours from 4 p.m. through 7 p.m. These hours will require a higher level of service in the form of shorter plowing cycle times and additional material usage. Conversely, between the hours of 10 p.m. and 4 a.m., longer cycle times and less material usage are normal; however, the Contractor shall maintain a presence on the route to assure that conditions remain acceptable.

d)The Contractor shall work such that paved roads shall be returned to bare pavement within 24 hours following the end of the storm precipitation. During the day following the end of each storm, the Contractor shall also assure that all snowbanks are pushed back to sufficiently allow snow storage for subsequent storms.

7. Equipment Requirements. The Contractor must furnish the equipment listed in its "Bid for Snow Removal & Ice Control Contract," plus such additional equipment that may be necessary to perform this contract in an efficient and effective manner. At the start of each season and as required throughout, the Town shall have the full authority to accept or reject any and all equipment that is used to perform the Work.

8. Driver Requirements. The Contractor shall ensure that all drivers supplied for snow plowing and ice control operations meet the following requirements:

a) Proper Training: All drivers must undergo appropriate training to operate the plowing and ice control equipment safely and efficiently.

b)Valid CDLs: All drivers must possess a valid Commercial Driver's License (CDL) issued by the State of Maine, and the Contractor shall maintain records of valid CDLs for each driver.

c)Alcohol and Drug Use Policy: The Contractor shall provide the Town with a copy of the company's policy on alcohol and drug use for all employees involved in snow plowing and ice control operations. This policy shall comply with all applicable state and federal regulations, and the Contractor shall maintain compliance with this policy throughout the term of the contract.

By signing this contract, the Contractor certifies that all drivers provided for the snow plowing and ice control operations shall meet the above requirements.

This section is incorporated into the Contract by reference and is subject to all terms and conditions outlined in the Contract.

9. Sand & Salt Requirements.

a)The Town agrees to provide sufficient sand and salt for operations required by this agreement.

b)Gravel roads should not receive any hot loads of salt as it causes major issues with road conditions. Hot loads should be placed on each paved road after clean up to return the roads to bare pavement within 24 hours of each storm.

c)Trucks must be equipped with either tailgate or hopper sanders, which are capable of calibrating the amount of sand and/or salt spread per mile to ensure consistent application and to avoid the use of excessive quantities. The Contractor agrees to comply with the directions of the Town's Representative concerning the application of pure salt (hot loads).

d)The contractor agrees to pay particular attention to the sanding of hills, curves, and intersections, and to apply extra sand and salt to such locations when necessary.

e)The Town shall, at the end of each storm event, document the total material quantities used in performing the Work. Records of such quantities shall also be maintained in a season log that indicates the types of materials used by the corresponding dates of the storm events that occurred throughout each winter season. This seasonal log must be submitted to the following address prior to final payment at the end of each Winter Season: Town of Dixmont, 758 Western Ave, Dixmont, ME 04932

f) The Town will provide a loader and loader operator to load sand and salt onto trucks as plowing operations are underway. The contractor shall contact the Town's Representative to be available for any sand and salt loading needs. The town shall be responsible for fuel for the load, pay for the loader operator and any repairs needed to the loader.

10. Subcontracting. The Contractor shall obtain prior approval from the Town's Select Board for any subcontractors intended to be engaged in the Work. In the event of an emergency affecting public safety, the Contractor may hire subcontractors temporarily until the Select Board can approve or deny the subcontractor. The Contractor shall promptly notify the Select Board of such emergency hires and seek approval accordingly.

11. Property Damage. The contractor agrees to reimburse the Town for the replacement of guardrail, guardrail posts, signs, signpost or guard posts damaged by the Contractor if resulting from the Contractor's negligence as determined by the Town's Representative.

a) Contractor and Town agree to a mailbox replacement policy. In the event that town residents complain of mailbox damage caused by plow blades or equipment making contact with residents' mailbox (not contact with snow itself) and damage appears likely to have been caused by a plowing event, both parties agree to a flat \$50 replacement fee per affected resident to be paid to the resident to replace the mailbox and or its mailbox post. The town agrees to split the mailbox replacement fee with the contractor on a 50 percent cost basis (\$25 each). The splitting of mailbox replacement fees shall be capped at a maximum of \$1,000 per contract year of plowing on the town's behalf. Any amount in excess of \$1,000 per contract year shall be 100 percent the responsibility of the Contractor. Furthermore, any plowing event where more than two (2) mailboxes are damaged in a distance of 500 feet or less where mailboxes are a minimum of five (5) feet apart shall be deemed to be 100 percent contractor liability.

12. Insurance. The Contractor must provide signed valid, and enforceable certificates of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance. The Contractor must pay all premiums and take all other actions necessary to keep said insurance in effect for the duration of the Contract obligations.

a) Workers' Compensation Insurance. The Contractor must carry Workers' Compensation Insurance or qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine.

b) Vehicle Liability Insurance. The Contractor must carry Vehicle Liability Insurance covering the operation of all motor vehicles, including any which are rented, leased,

borrowed, or otherwise used in connection with the project, in an amount not less than \$1,000,000.00 per occurrence.

c) Commercial General Liability. With respect to all operations performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability or other coverage affording equal or greater protection as determined by the Town, in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

This insurance section and the purchase of insurance by the Contractor shall not be interpreted as a waiver of any immunity provided by law, including that provided by the Maine Tort Claims Act, 14 M.R.S.A. §8101, et. seq.

13. Performance and Payment Bonds. The performance and payment bonds are required if the annual payment amount of this Contract is greater than or becomes greater than (through annual adjustments) \$180,000. If required, said bonds must be in the amount of 100 percent of the contract price and must be procured from a company that is (1) organized and operating in the United States licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance and (2) listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." The bonds must be payable to the "Town of Dixmont" and must be on the Town's forms (or exact copies thereof) or must not contain any significant variations from said forms as determined in the sole discretion of the Town. By issuing, executing, or becoming potentially obligated under a bond, the surety agrees to be bound by all of the terms of the Contract documents, including those related to the Department's self-help remedy provided in the Contract.

The Contractor shall provide valid and enforceable certificate(s) of insurance and proof of the performance bond required in this Contract to the Town no later than October 15, 2023. Failure to provide proper proof of bonds by this deadline shall give the Town the right to void the Contract, and the Contractor may be liable for any cost differences between this Contract and a replacement contract, up to a maximum of \$50,000.

14. Indemnification. The Contractor hereby indemnifies, defends, and holds harmless the Town and its officers, directors, employees, agents, and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease, or death) and/or tangible property damage arising out of or resulting from the performance of the Work by the Contractor and its subcontractors, sub-consultants, engineers, suppliers, any individuals or entities directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Damages covered by the preceding sentence include but are not limited to; all dispute resolution costs, including court costs, attorneys' fees, and the fees of engineers, arbitrators, and other professionals related to dispute defense and preparation.

15. Termination.

(a) Notwithstanding any other provision of this Contract, the Contractor and/or the Surety shall be in default, and the Town, 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 Town;
- (vi) becomes insolvent, files for bankruptcy, allows any final judgment to stand against it unsatisfied for a period of ten days, or makes an assignment for the benefit of creditors without authorization by the Town; or
- (vii) fails to perform the Work in substantial conformity with any material provision of the Contract as determined by the Town; or (viii) fails to perform the Work in a satisfactory manner as determined solely by the Town

The Town may remedy such noncompliance with Public Works 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 Town, 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 Town may terminate this Contract for convenience for any reason that is in the best interest of the Town. Such a reason may include non-appropriation of funds by the Town Budget. Terminations caused without the fault of and for reasons beyond the control of the Contractor shall be considered terminations for convenience. The Town will notify the Contractor of such terminations by sending a Notice of Termination for Convenience.

In such a case of 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. The Contractor agrees it will have no claim for any other amounts, including consequential damages, lost profits, or lost opportunity costs. In such a case of 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. The Contractor agrees it will have no claim for any other amounts, including consequential damages, lost profits, or lost opportunity costs.

16. General Provisions

a) Incorporation by Reference. The advertised "Notice to Contractors," the "Bidding & Contracting Requirements for Contracts for Snow Plowing & Ice Control," all addenda signed by the Town, and the Contractor's "Bid for Snow Plowing & Ice Removal Contract" are hereby incorporated herein by reference and made a part of this Contract.

c) 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.

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

Signature Section:

By signing below, each party acknowledges that they have read and understand the terms and conditions of this Contract and agree to be bound by its contents.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

For the Town of Dixmont, Maine:

_____ Date _____

David Bright, 1st Selectperson

_____ Date _____

Don Pendleton, 2nd Selectperson

Date

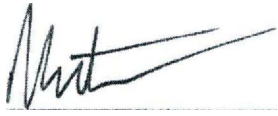
James Zimmerman, 1rd Selectpe•son

The signature of at least two selectpersons is required for the contract to be

For the Contractor, Hampden Hauling Inc.:

Date 9/4/2

Brandon Carlsen



Date 9/1/1

Mathew Smith

Damon Wilson 

_____ D a t e