

WINTER ROAD MAINTENANCE CONTRACT (South Section)

This contract is between the Town of Parsonsfield (referred to as "we" or "our") and _____ (referred to as "you"). When this contract refers to you, it includes your employees and agents. The subject of this contract is Winter Road Maintenance (sanding, salting, and plowing) for the **South Section of Parsonsfield**.

1. SERVICES: What and When

WHAT: Roads (excluding Routes 25 and 153) as marked on Road Map enclosure as being in the South Section and any roads plowed under the last contract and not listed on the map (A), Exchange roads listed in enclosure (B) and bus turnarounds (sample list on enclosure (E)). The Superintendent of MSAD #55 shall supply the Selectmen with a list of turnarounds at the beginning of each year and/or as turnarounds are changed.

WHEN: Your duties will commence July 1, 2020 and run for a three (3) year period with an option to renew for two (2) years on approval of both the Selectmen and the contractor (see paragraph 12). If contract is extended for one or two years a cost of living(COLA) increase will be considered.

2. INDEPENDENT CONTRACTOR

You and your agents and employees, during the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the Town. Any manpower needed to fulfill the obligations of this contract shall be furnished by you and you shall be solely responsible for complying with applicable state and federal laws including but not limited to Worker's Compensation law, employment security law and minimum wage law.

As an independent contractor, you are also responsible for maintaining your equipment in a safe, operable and legal condition, and insuring your employees meet all Federal and State guidelines.

3. MAINTENANCE REQUIREMENTS

A) You will commence plowing and sanding operations when snow on the pavement has reached a depth of one to two inches depending on conditions or when ice is forming on road surfaces. In case of a storm that may last all day only accumulating 2" or less, Roads must be attended to every 4 hours. Operations will continue until highways are cleared of snow to the outside shoulders. You will also provide plowing, sanding and salting as required to support emergency operations of the Fire Department and Rescue Unit.

B) You will follow the Maine Department of Transportation's guidelines for snow and ice control, except whenever possible sand should be used instead of salt or a sand and salt mixture should be used utilizing the smallest amount of salt possible while still maintaining safe driving conditions. This is necessary to protect drinking water sources

and reduce damage to roadside trees. Liquid calcium can be used when appropriate. Improper practices such as excessive speed of plows and disregard of mailboxes and traffic signs are unacceptable and must be controlled by you.

C) We agree to provide sufficient sand and salt for operations required by this agreement. The South Section is to put up sand and salt at the Maplewood Sand and Salt Shed (144 Maplewood Road). The contractor is responsible for arranging the procurement of the sand, hauling the sand, and supplying equipment and personnel to mix and load the sand and salt. The cost of the sand should be billed directly to the Town. The Town will supply the salt, delivered to the salt shed. The contractor should notify the town when a salt delivery is needed. You agree to pay particular attention to the sanding of hills, curves and intersections, and to apply extra sand and/or salt to such locations when necessary for safety of vehicular traffic. Roadways shall be maintained during a storm in a manner that will provide reasonable travelling conditions for a competent, prudent driver. Roads are to be sanded, salted and winged back within 24 hours after a storm. Snowbanks at intersections will be removed or relocated where they seriously interfere with the ability of drivers to see oncoming traffic.

D) You will remove compacted snow and ice from highways, insofar as possible, so that three and one-half feet of pavement will be exposed on each side of the centerline.

E) You will reimburse the Town for repair or replacement of guard rail, guard rail posts, signs, sign posts, guard posts which are damaged by your operations under this agreement if the Selectmen determine that such damage could have been reasonably avoided. You will reimburse residents for mail boxes damaged by your operations.

F) You will perform required duties for the Town before proceeding to private contracts unless authorized by Selectmen to do otherwise. Town-owned equipment and sand or salt will not be used for private property except for designated school bus turnarounds or unless specifically authorized by the Selectmen.

G) The Selectmen will set priorities for you to follow in maintaining primary and secondary roads.

H) You agree to maintain the equipment listed in enclosure (D) in a safe and good operable condition and make it available for use in fulfilling your responsibilities under this contract.

4. INSURANCE

You agree to maintain liability insurance in the amount of One Million (\$1,000,000) for personal injury, death and property damage claims which may arise from snow removal or sanding operations under this contract. In addition, you will be required to provide a certificate of insurance or financial resources sufficient to satisfy the requirements of the Workmen's Compensation Act. The Town will be an additional insured.

5. BILLS AND CLAIMS

As an independent contractor, you are responsible for all bills for labor, material, equipment, fuel and other items, which are incurred in the performance of this contract. The Town will not pay such bills.

6. BREACH OF CONTRACT

If you fail to perform according to the terms of this contract at the time and in the manner specified that failure shall constitute a breach of contract.

In the event of a breach, the Selectmen shall notify you both orally and in writing. You will then be required to perform within a reasonable time. "Reasonable time" may vary depending on the nature of the breach, road and weather conditions. If you still do not (for whatever reason) perform your duties in the time stated, the Town shall have the following options:

- (A) **TERMINATE THIS CONTRACT:** We may terminate the contract by sending you a written notice, stating the reason for termination. You will be paid for all work that is satisfactorily done by that time, but the remainder of the money due you under this contract may be used to obtain another contractor to maintain the roads.
- (B) **SUBSTITUTION:** We may hire a substitute contractor to plow and sand the roads for any period of time we consider necessary. This substitution will be paid for with money from the remainder of any money due to you (but unearned) under this contract. If the substitute contractor cost additional funding you will be responsible for the increased cost.

7. INDEMNIFICATION

You agree to hold the Town harmless from any claim for death, bodily injury, or property damage only to the extent of the limits of the liability insurance policy you are required to provide under paragraph 4 hereof.

- A. In the event of contractor's death or permanent disability then this contract will endure as written and pass on to his heirs or assigns until its termination or expiration.

8. SUPERVISION AND CONTROL

As an independent contractor, you have the right and duty to supervise and control your own employees, agents and equipment. The Selectmen or their designee (Road Commissioner) have the right to inspect your equipment and road maintenance operations, and notify you of any problems, errors or non-performance. The Municipal Officers may order that work be done in a manner satisfactory to them. Also see Paragraph 3. G).

9. NOTICE AND CONTACT

You agree to maintain, in good working order, a telephone connection with the capability of storing messages. Messages from emergency entities such as the State Police, County Sheriff, or the Fire Department or from the Road Commissioner will be acknowledged by you or your agent immediately or by a return call within 30 minutes. Failure to reply to such calls within 30 minutes may result in another person or company being contacted and authorized by the Selectmen or Road Commissioner to take

actions to alleviate a dangerous situation that would otherwise be your responsibility under this contract, and funds that would otherwise be due to you under this contract will be used to compensate that other person or company.

The following persons shall be available and authorized to accept notices (written or oral), calls and orders:

For the contractor:

Cell Number:

For the Town:

*Board of Selectmen or its Clerk
Parsonsfield Town Office
634 North Road
Parsonsfield, Maine 04047
625-4558*

10. PAYMENT SCHEDULE

The Town, having the right to accept or reject any or all bids at its discretion will pay said contractor

1st year

2nd year

3rd year

for services rendered, in installments as follows:

20% by the second Thursday in October of each year.

10% by the second Thursday in December of each year.

20% by the second Thursday in January of each year.

20% by the second Thursday in February of each year.

10% by the second Thursday in March of each year.

20% by the second Thursday in April of each year.

This schedule of payments may be modified in the event of a breach of contract (see paragraph 6).

11. AMENDMENT, SEVERABILITY, JURISDICTION

This contract can be amended only by written consent of the Town and you. If any part of this contract is declared by a court to be void or unenforceable, the rest of the contract continues to be valid and effective. This contract is governed by the laws of the State of Maine.

12. TERM.

This agreement covers three (3) winters starting July 1, 2020 and terminating on

June 30, 2023. By mutual consent of Town's Selectmen and Contractor, it may be extended for two (2) additional winters provided both parties sign a written Agreement to Extend by May 31, 2023.

In witness thereof, the parties or their duly authorized agents execute this agreement on this

CONTRACTOR(S)

WITNESS

SELECTMEN

Edward I. Bower, Jr.

Harvey Macomber

Jesse Stacey

Town of Parsonsfield
South Section
Approximately 40 miles

A

Middle Road From Merrill Hill Road to NH State Line
Middle Road From Merrill Hill Road to Maplecrest Road
Merrill Hill Road
Moulton Hill Road
Maplewood Road, from Town Sand/Salt Shed to South Road
Pratt Road
Chase Road
Hobbs Swamp Road, from Chase Road to first dwelling
Hasty Road
Woodward Road, from Middle Road to second dwelling
South Road
Stagecoach Road
Smith Road, from Rt153 to the Farm House.
Mountain Road
Lombard Hill Road, from Mountain Road to Dutch Road
Dutch Road to first driveway
Shore Acres Road
Lost Mile Road
Stonewood Lane
Maplewood Road, from Newfield town line to the Maplewood Sand/Salt Shed
Maplewood Sand/Salt Shed lot
Cramm Road
Burnham Road
Benson Road
Hilten Road
Hammond Road
Fenderson Road
Maplecrest
Randall Lake Road
Dearborn Road, from Maplecrest Road to the first dwelling
Francis Millikin Road
Weeks Road
North Road, from Merrill Hill Road to the Cornish Town Line
Merrill Hill Town House parking lot and ramp.

(B)

WINTER ROAD MAINTENANCE EXCHANGE ROADS

1. Pendexter Road in Cornish
2. Long Pond Road and Joe Berry Road in Parsonsfield
3. Route 160 Bridge over the Ossipee River
4. Morrill Road in Cornish

To be arranged together with the neighboring Town contractors to the benefit of all concerned.

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MIS-1

MAINE DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR SNOW AND ICE CONTROL

PLOWING

- A. The procedures to be followed in combating any storm will depend upon the temperature, the condition of pavement, the nature of the precipitation and the forecast. It is not the intent to completely detail the methods to be employed in combating every possible condition. There are, however, some basic conditions, which will exist during almost every storm, and the procedures to be followed under these conditions are outlined in the table at the end of this enclosure.
 - B. The winter maintenance of highways offers opportunities for causing damage to private property and any damage caused in the performance of duties, should be reported to the Selectmen within 24 hours of occurrence.
 - C. Widening should be done after the storm has abated and during daylight if possible. Every effort should be made to do this work in one operation, thus avoiding the repeated piling of windrows at driveways and intersections.
 - D. Care will be taken not to unnecessarily obstruct mailboxes, school entrances, or private drives. Additionally, operators should use care to avoid damaging mailboxes when plowing.
 - E. Snow will be removed from shoulders so that roadside ditches will be clear to handle melt water and runoff. Graders are of particular use in this operation.
 - F. Openings may need to be made through the snow bank at low points to enable snow water to drain off quickly at problem sites.
 - G. Snow should be pushed back with wings or blades as far as the equipment can reach and still maintain a secure footing, except in built-up sections and areas with a narrow right-of-way. This is essential for the storage of snow from successive snowfalls. Over lawns at least one foot of snow should be left to prevent winterkill of grass.
 - H. All speed signs, stop signs, etc., should be cleared of snow and/or ice whenever necessary.
 - I. High banks should be brought down with wings whenever possible to avoid snow fence action which increases drifting on the road. High banks at intersections should be kept low enough for traffic to see in all directions.
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TONS OF SALT NEEDED (when using salted sand)				
SAND (cu yd)	80 lb Salt 1 cu yd Sand	100 lb Salt 1 cu yd Sand	120 lb Salt 1 cu yd Sand	140 lb Salt 1 cu yd Sand
500	20	25	30	35
1000	40	50	60	70
2000	80	100	120	140
3000	120	150	180	210
4000	160	200	240	280
5000	200	250	300	350
6000	240	300	360	420
7000	280	350	420	490
8000	320	400	480	560
9000	360	450	540	630
10000	400	500	600	700
Sand to Salt Bucket Ratio	25:1	20:1	17:1	14:1

Example: If you put up a 3,000 cubic yard pile and mix salt-to-sand at 100 lbs salt to 1 cubic yard of sand, then you need 150 tons of salt.

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MaineDOT Salt Application Quick-Reference Chart

(**Double these rates for centerline applications**)

Pavement Temp. Range	Application Rate (#/LM)	Pre-wet Material	Comments
Above 32°	0 to 100	Salt Brine or Blend	A little salt goes a long way when temperatures are near freezing
25° to 32°	100 to 200	Salt Brine or Blend	Salt is very effective here. Pre-wetting with a blend will allow lower application rates.
20° to 25°	200 to 300	Salt Brine, Ice-B-Gone, or Blend	Salt effectiveness is dropping off in this range. A Blend or straight IBG will help.
15° to 20°	300 to 400	Ice-B-Gone or Blend	Pre-wetting is especially important. Your liquids will provide the extra boost needed.
15° or Below	Snow is usually dry and blowing in this range. If no ice or pack exists, plow only. DO NOT APPLY		If necessary, Spot treat icy patches with abrasives. If glazing occurs on high-volume, high-speed, P1 corridors, sand will not last and higher salt applications, with Ice-B-Gone pre-wetting, will be necessary.

General Notes:

- (1) Application rates should be on the lower end when temperatures are on the higher side of the range or remaining steady. Falling temperatures, and temperatures on the lower side of the range, will require applications on the higher side, and possibly in the next range if dropping rapidly.
- (2) High-volume, Priority 1 corridors will often require an additional 50#/LM
- (3) In any of the ranges, if the snow is dry and blowing off of the roadway, avoid application.
- (4) Pre-wetting under wet storm conditions is not required. In cases where the only pre-wetting liquid available is a high-performance chemical (i.e. Ice-B-Gone), it is better to save those products for the drier and colder conditions.

Application Rates vs. Miles You Can Treat

# of Tons	Application Rate (Pounds Per Lane Mile)						
	100	150	200	250	300	350	400
	Lane Miles You Can Treat						
1	20.0	13.3	10.0	8.0	6.7	5.7	5.0
2	40.0	26.7	20.0	16.0	13.3	11.4	10.0
3	60.0	40.0	30.0	24.0	20.0	17.1	15.0
4	80.0	53.3	40.0	32.0	26.7	22.9	20.0
5	100.0	66.7	50.0	40.0	33.3	28.6	25.0
6	120.0	80.0	60.0	48.0	40.0	34.3	30.0
7	140.0	93.3	70.0	56.0	46.7	40.0	35.0
8	160.0	106.7	80.0	64.0	53.3	45.7	40.0
9	180.0	120.0	90.0	72.0	60.0	51.4	45.0
10	200.0	133.3	100.0	80.0	66.7	57.1	50.0

**Town of Parsonsfield
Winter Road Maintenance Contract**

Minimum equipment required for each plowing section:

- One 1 ton dual wheel truck with minimum 9ft plow equipped with min. 2 yard sander
- Two min. Six wheel trucks equip with min. 10 ft RH (right hand) plows, min. 8' RH wings and 6 yard min. sanders
- One tandem rear Axel truck equipped with min. 10' plow, min. 10' RH wing and min. 10 yard sander
- One 4WD wheel loader min. 1.5 yard bucket for loading and stockpiling sand/salt
- It is permissible to replace one of the 6 wheel plow trucks with either a 4WD loader equipped with min. 9' plow and 9' min. RH wing and/or 4WD grader with molboard and 9' RH wing

This is not an opinion of what is needed; This is a list of what is expected (at a minimum) to be in service on all significant snow falls.

Each piece of equipment used on the roads shall be equipped with a two way radio at contractors expense which the operator shall use to contact and/or be contacted by contractor's personnel, SAD 55 and/or town offices as circumstances require.

At request of town, contractor shall demonstrate to town's satisfaction that all required equipment is on hand and operable no later than the first Monday in November.

All equipment shall be insured, registered and state inspected.

E

**Ledgemere Transportation
Parsonsfield Bus Turn Arounds**

**Maplecrest Road-turn out by 424 Maplecrest
Benson Road at Fork
Burnham Road at end
South Road at Limerick Line
Pendexter Road to end of Arthur Morrill Road**