

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

TOWN OF ISLE LA MOTTE

**INFORMATION FOR BIDDERS
AND CONTRACT FOR
SNOW REMOVAL AND ICE CONTROL SERVICES
2024 - 2027**

INFORMATION FOR BIDDERS

The Town of Isle La Motte, Vermont is seeking bid proposals for SNOW REMOVAL and ICE CONTROL Services. Persons interested in this work should read the Contract (attached) and also posted on our website as a part of the bid proposal at islelamotte.us. You may stop at the Town Offices during usual business hours for a printed copy of the document and for submittal of proposals. The contract is not valid unless or until it is accepted by the Town.

Bids are due by **4 p.m. on September 3, 2024** and will be opened at the next scheduled Selectboard meeting held at 6 p.m. on September 4, 2024 at the Isle La Motte Town Hall, 42 School Street Ext. Any bid received after this deadline may not be considered at the sole discretion of the Town of Isle La Motte. A bid form, to be completed and submitted, is included at the end of this packet.

The Town of Isle La Motte reserves the right to reject any, and all proposals and may negotiate with an apparent successful bidder to modify the scope of work as indicated in the contract document.

Bid proposals must be submitted in a plain envelope marked, **“2024 Snow Removal”** and also include the complete, executed (by contractor) contract document. The proposal must be submitted to:

2024 SNOW REMOVAL

Town of Isle La Motte
42 School Street Ext.
P.O. Box 250
Isle La Motte, VT 05463

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

CONTRACT

This CONTRACT (“Contract”) is made by and between the Town of Isle La Motte, Vermont (“Town”) and _____ (“Contractor”) for the purpose of providing snow removal and ice control on the TOWN’S roads and in designated locations.

In consideration of the mutual agreements and consideration herein, the parties (Town and Contractor) agree as follows:

1. SCOPE OF WORK

The Contractor shall remove the snow (whether accumulating from snowfall or drifting), control ice, and perform all other work indicated in this Contract in compliance with all of the terms, conditions and representations of the same on the following areas: 1. All Isle La Motte Class 2 and Class 3 town highways other than Lighthouse Point Road and Lockerby Lane, 2. The entryway road and parking lot at Town Hall (42 School Street Ext.). The town will set priorities of the maintenance of the roads to be followed by the Contractor. These are generally described in the Appendix A, but may be altered by the Town during specific storm events or due to other conditions at the discretion of the Town through its Road Commissioner and/or the designated Selectboard member liaison or chair. In all instances, the goal of this Contract is to maintain roadways and other designated public areas in a safe and passable condition during ice and storm events.

The Contractor will keep all intersections clear for visibility and safety.

The Contractor will keep all roads adequately salt/sanded, the most critical and prioritized areas being described under Sanding Priorities in Appendix A.

Salt-sand mix for sanding will be purchased by the Town and stored at the Town Salt Shed for the Contractor’s use. Loading of such mix onto Contractor’s vehicles is the responsibility of the Contractor.

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

2. TERM OF CONTRACT

The term of this Contract is for three winter seasons, from the Winter of 2024-2025 through the Winter of 2026-2027. Each season shall commence as of October 1 and end as of April 15.

The Contractor and its agents and employees, during the performance of this Contract, shall act in an independent capacity and not as officers, employees or agents of the Town. Any manpower required to fulfill the obligations of this contract shall be employed by the Contractor and the Contractor shall be solely responsible for complying with state and federal laws including, but not limited to, worker’s compensation law, employment security law and minimum wage law.

3. CONTRACT SUM AND PAYMENT SCHEDULE

3.1 The Town shall pay the Contractor for the performance of the Contract as follows:

2024 - 2025 Winter Season (runs Oct. 1, 2024 - April 15, 2025) \$ _____
2025 - 2026 Winter Season (runs Oct. 1, 2025 - April 15, 2026) \$ _____
2026 - 2027 Winter Season (runs Oct. 1, 2026 - April 15, 2027) \$ _____

TOTAL CONTRACT SUM: \$ _____

3.2 Each Winter Season’s payment shall be made in six (6) equal installments on the first of each month beginning in October of each of the three Winter Seasons.

3.3 The Contractor shall be responsible for paying all bills for labor, materials, equipment, fuel and other items incurred in the performance of this Contract.

4. WORK STANDARDS

4.1 The Contractor shall commence plowing and sand and salt application operations no later than when snow on the pavement has reached a depth of two inches. (See VT Agency of Transportation Snow and Ice Removal Plan guidance for best management practices to be followed, as applicable.) Sand and salting shall commence upon any accumulation of ice on roads. The Contractor shall also be required to adequately control drifting at all times (drifting is defined as a vertical depth of five inches, ten feet wide in the direction of travel, and covering one-half of the traveled highway surface). To that end, the Contractor, if they so desire and at their expense with no cost to the Town, may, with Town approval, install snow fencing. If installed, such fencing must be removed by April 15 of each year of the contract.

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

The Town may direct (through the road commissioner, or Selectboard chair, if the road commissioner is unavailable) that plowing and sand/salt application commence under different conditions as may be necessary to protect public safety under specific road or storm conditions. The Contractor will keep all intersections clear for visibility and safety.

The Contractor shall have cell phone or radio capability to communicate with the Town when needed.

4.2 The Contractor shall use appropriate methods and practices of plowing and sand and salt application to ensure continuity of operations with adjacent plow routes that may be addressed by the state of Vermont or other contractors. Such methods shall also ensure that the speed of plows is low enough to allow efficient plowing and sand and salt use and that appropriate care is taken to minimize the potential for damage to personal property adjacent to the highway. Vermont Agency of Transportation Snow and Ice Control Plan guidance for best management practices shall be followed, as applicable.

4.3 The Contractor shall pay particular attention to the commuter hours that exist Monday through Friday during the morning hours from 5:00 a.m. to 8:00 a.m. and during the evening commuter hours from 2:00 p.m. to 7:00 p.m. These hours will require a higher level of service in the form of shorter plowing cycle times and additional sand and salt usage.

4.4 During the day following the end of each storm, the Contractor shall assure that all snow banks are pushed back to sufficiently allow snow storage for subsequent storms.

4.5 The Contractor is required to have the necessary snow removal and road sanding equipment to perform the required work, as well as backup equipment in the event of breakdowns, and proof of having such equipment must be included in the bid submittal. At a minimum, equipment should include two plow/spreader trucks of adequate size and two front end loaders, one of which must be four wheel drive.

Equipment breakdown is the sole responsibility of the Contractor and in no way shall be considered to be a cost overrun. In addition, such breakdowns shall not result in the interruption of Town road care and public usage as spelled out under this Contract. If for any reason the Contractor should fail to or be unable to perform the work required under this Contract, the Town reserves the right to hire an outside contractor to perform these duties and to recover all costs of such work from the Contractor.

4.6 The Contractor must have a contingency plan for the work in place and provide that plan to the Town, in the event the Contractor is ill or otherwise unable to do the work.

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

5. SAND AND SALT

Salt-sand mix for sanding will be purchased by the Town and stored at the Salt Shed for the Contractor's use. Loading of such mix is the responsibility of the Contractor.

In the application of sand and salt, particular attention shall be given to hills, curves and intersections (see Appendix A attached) and extra sand and salt will be applied at such locations as necessary to ensure safe travel conditions.

The Contractor shall give the Town three days advance notice to order more sand and salt, whenever additional sand or salt is needed at the Salt Shed.

6. INSURANCE

6.1 At the time of the Contract signing, the Contractor shall provide an insurance certificate(s) issued by companies acceptable to the Town. The certificate(s) shall identify the specific project and shall name the Town as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage under the insurance policy(cies) will not be canceled or materially changed unless at least ten days prior notice by certified U.S. mail has been given to the Town.

6.2 Commercial General Liability. The Contractor (and any subcontractor, if approved by the Town) 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.

6.3 Automobile. The Contractor must carry Automobile Liability Insurance covering the operation of all motor vehicles used under this Contract including any that are rented, leased, borrowed or otherwise used in connection with this Contract in an amount not less than \$1,000,000.00 per occurrence.

6.4 This insurance section and the purchase of insurance by the Contractor shall not be interpreted as a waiver of any liability provided by law.

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

7. SUBCONTRACTING

The Contractor may not subcontract or otherwise transfer any interest in this Contract without prior written approval by the Town. Any work performed by a subcontractor before approval is at the Contractor's sole risk and liability. All subcontracts of the Contractor, and any lower tier subcontracts, must contain or reference all applicable provisions of this Contract. The Contractor must promptly pay all subcontractor and supplier claims. The Contractor agrees that the Town may retain and deduct monies otherwise due to the Contractor in an amount necessary to pay such claims, if Contractor fails to do so.

8. PROPERTY DAMAGE

The Contractor agrees to reimburse the Town for replacement of guard rail, guard rail posts, signs, signposts or guard posts damaged by the Contractor if resulting from the Contractor's negligence as determined by the Town.

9. INDEMNIFICATION

The Contractor hereby indemnifies, defends, and holds harmless the Town and its officers, 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 if applicable, its subcontractors, subconsultants, 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.

10. TERMINATION

10.1 Notwithstanding any other provision of this Contract, the Contractor shall be in default and the Town, in its sole discretion may terminate this Contract, if the Contractor fails to begin the work as required by this Contract, or fails to perform the work with sufficient capacity and equipment and materials to meet the terms of this Contract, or discontinues the prosecution of the work or fails to resume work which has been discontinued within a reasonable time after notice from the Town to do so, or subcontracts any of the work without the approval of the Town, or becomes insolvent, files for bankruptcy, allows any final judgment to stand against them, or makes an assignment for the benefit of creditors with authorization by the Town, or fails to perform the work in substantial conformity with any material provision of this Contract as determined by the Town, or fails to perform the work in a satisfactory manner as determined solely by the Town.

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

10.2 The Town may remedy such noncompliance with Town or contracted services and terminate the Contract and/or deduct the cost thereof from payments otherwise due to the Contractor.

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

10.4 At its sole option, the Town, in the event circumstances allow, may provide the Contractor with an opportunity to cure any of the above listed deficiencies without waiving the Town's right to terminate this Contract.

11. MISCELLANEOUS PROVISIONS

11.1 This Contract shall be governed by the laws of the State of Vermont. The Contractor shall comply with all federal, state, county and local laws or ordinances in the performance of the work under this Contract.

12. CONTRACT ADMINISTRATION

12.1 As an independent contractor, the Contractor has the right and duty to supervise and control their own employees.

12.2 The Town has the right to inspect road maintenance operations and notify the Contractor of any problems, errors or non-performance. The Town may order that work be done in a satisfactory manner as it may determine. The Town may also determine or alter the priority of roads to be plowed or sanded. The Town may direct when plowing and sanding operations are to begin and end as local conditions warrant.

12.3 The following persons shall be available and authorized to accept communications and to direct operations for the Contractor. The Town shall be notified promptly of any changes to this information. Contractor representative and phone number:

12.4 For the Town, communications shall be directed to the acting Road Commissioner (Rustam Spaulding at (802)928-3266, or if the Road Commissioner is unavailable or unreachable, the Selectboard chair. (Peter Brzozowy at (860)575-5332).

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

13. AMENDMENT AND SEVERABILITY

This Contract can be amended only by written consent of the Town and the Contractor. If any part of this contract is declared by a court of law in the State of Vermont to be void or unenforceable, the rest of the Contract continues to be valid and effective.

IN WITNESS WHEREOF the parties hereby execute this Contract consisting of ____ pages, effective upon the latest date below.

FOR THE CONTRACTOR: _____

BY: _____ DATE: _____

(Name and Title)

FOR THE TOWN OF ISLE LA MOTTE

BY: _____ DATE: _____

(Name and Title)

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

APPENDIX A

All town roads must be kept adequately plowed and sanded as described in this Contract.

The most critical sanding priority areas are: S curves coming onto and off of Isle La Motte, Nobles Hill Road, the hill and curve on Shrine Road, all intersections with Main Street, intersection of New Road and West Shore Road and the intersection of School Street and West Shore Road.

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

BID FORM FOR 2024-2027 SNOW REMOVAL AND ICE CONTROL
SERVICES CONTRACT

Please provide all requested information. **All sections must be completed.** Attach additional pages as necessary.

Bidder's Name: _____

Bidder's Mailing Address: _____

Bidder's Telephone/Cell Phone: _____

Contact Person: _____

Contract Price/Sum: _____

Equipment: Please list all proposed equipment that will be used (Year of vehicle, Make and Model):

TOWN OF ISLE LA MOTTE, VERMONT
CONTRACT FOR SNOW REMOVAL AND ICE CONTROL SERVICES

Insurance: Please name the insurance company and agent Bidder will be utilizing for all insurance related to this bid.

(If awarded the Contract, the Contractor must submit satisfactory evidence of all required insurance to the Town before the signing of the contract)

References: Please list (or attach list) of all municipal plowing and sanding work within the past six (6) years, miles of road in towns and dates.

Please list (or attach list) of any plowing or related experience.

Certification. I, the undersigned, certify that I am a duly authorized representative of the Bidder and I have read and fully understand the Town of Isle La Motte's "Contract for Snow Removal and Ice Control Services" for the 2024-2027 winter seasons. The information provided above by the undersigned shall become a part of this contract.

I further certify that the information herein is true and accurate and the Bidder is fully capable of complying with said Contract, if awarded the bid. I understand the Town of Isle La Motte reserves the right to reject any and all bids.

BY _____ DATE _____

Printed Name and Title _____