

## NOTICE TO CONTRACTORS

### Town of Glenburn THE PROVISION OF ROAD SAND MIXED WITH SALT

The Town of Glenburn is accepting bids for the provision of road sand mixed with salt for the Town of Glenburn. Bid packages are available at the Glenburn Town Office during regular business hours at 144 Lakeview Road, Glenburn, Maine 04401. Bids must be received at the Glenburn Town Office by 10:00 A.M. on Tuesday, April 17<sup>th</sup>, 2025. Bids will be opened in public at that time. The Town Council is expected to review the bids at the regularly scheduled Town Council meeting, which is expected to begin at 7:00 P.M. on Thursday, April 24<sup>th</sup>, 2025.

The Town reserves the right to reject any or all bids; waive any defects, informalities and minor irregularities; to accept exceptions to these specifications; and make such award or to cancel an award at any time before the time the execution of the Contract is completed or act otherwise as it alone may deem is in the Town's best interest.

## BIDDING REQUIREMENTS FOR ROAD SAND MIXED WITH SALT

Pre-award Requirements Before the award of the Contract, any Bidder may be required to show that they have equipment, facilities, experience, and ability to perform the work in a manner satisfactory to the Town of Glenburn.

Post-award Requirements within 20 days of the date of the notification of the award of the Contract, the apparent successful Bidder must deliver to the Town certificate(s) of insurance conforming to Bid requirements and an executed Contract. If the Bidder fails to so deliver these items within said time period, the Town will have the right to declare the award null and void.

The Town reserves the right to reject any or all bids; waive any defects, informalities and minor irregularities; to accept exceptions to these specifications; and make such award or to cancel an award at any time before the time the execution of the Contract is completed or act otherwise as it alone may deem is in the Town's best interest.

**PROVISION OF ROAD SAND MIXED WITH SALT**

**BIDDER INFORMATION**

Bidder: \_\_\_\_\_

_____	_____
Bidder name	Bidder Contact Person
_____	_____
Bidder Mailing Address	Bidder Telephone
_____	_____
Bidder City, State, ZIP	Bidder Tax I.D. # (Employer # or Soc.Sec. #)

The Bidder is organized under the laws of the State of Maine as the following type of business organization. [check one] (State if Other:)

- Individual                       Corporation                       Partnership  
 Limited liability company    Joint Venture                       Other: \_\_\_\_\_

**OFFER/COSTS FOR SERVICES**

The Bidder hereby offers to provide price per yard to include stumpage, screening, delivery to the municipal building lot, mixing with salt, and stockpiling until the sand shed is filled, and perform all other work indicated in the attached Contract for the entire term of the contract in compliance with all the terms, conditions, and representations of the same as an independent contractor and not as an employee of the Town when notified by the Town to do so. Contractors/Bidders must supply bids on the Bid sheet below. The Town reserves the right to reject any or all bids; waive any defects, informalities and minor irregularities; to accept exceptions to these specifications; and make such award or act otherwise as it alone may deem is in the Town's best interest.

**BID:** Price per yard should include all charges for stumpage, screening, delivery, mixing, and stockpiling into the shed. Salt will be provided by Town.

Year One Price Per Yard: \_\_\_\_\_

Year Two Price Per Yard: \_\_\_\_\_

Year Three Price Per Yard: \_\_\_\_\_

**REFERENCES:**

Please provide a list of at least three references:

_____	_____	_____
Name	Name	Name
_____	_____	_____
Address	Address	Address
_____	_____	_____
Telephone #	Telephone #	Telephone #

My signature on this bid sheet hereby indicates my acknowledgement that I will adhere to all the specifications contained in the attached specifications and that I agree to all provisions governing requirements and procedures applicable before execution of the Agreement. My signature also represents that I have examined the sample "CONTRACT FOR THE PROVISION OF ROAD SAND MIXED WITH SALT", including all documents referenced in said Contract, and that I have given the Town notice of any errors or ambiguities related to the request for bids or the work that have been discovered by me. I understand that my bid may be rejected if I fail to submit the bid in accordance with the attached specifications. I understand that the attached specifications will be used as basis for a contract but the attached specifications do not encompass the entire contract. I also understand, and agree, that the bid submitted hereby shall remain in effect for a period of 60 days after the deadline for the submission of a bid.

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Authorized Signature of Bidder

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Name & Title of Person Signing – Printed or typed

## CONTRACT FOR THE PROVISION OF ROAD SAND MIXED WITH SALT

Contract executed in duplicate originals by and between the Town of Glenburn herein after referred to as “Town”, acting by and through its duly elected Municipal Officers, duly empowered to contract and \_\_\_\_\_ hereinafter referred to as the “Contractor”.

NOW THEREFORE, in consideration of the mutual covenants herein the parties agree as follows:

### 1. INDEPENDENT CONTRACTOR STATUS

The Contractor and its agents or employees shall not be characterized as employees or agents of the Town in connection with any of the activities outlined herein. Except as expressly provided herein, the Contractor shall have full direction and control over the manner of performance of its obligations under this Contract. The Contractor shall be responsible for selecting, hiring, supervising, directing and disciplining its own employees and agents.

The Contractor shall also be fully responsible for and shall hold the Town harmless from any liability insurance, workers’ compensation, and other responsibilities of an employer to its employees. It is fully understood and agreed that the Contractor is not an employee of the Town and that employees and agents of the Contractor are not and will not be employees or agents of the Town.

### 2. COORDINATION OF ACTIVITY

The Contractor shall provide such supervisory personnel as are required for the proper performance of this contract. Supervisory personnel shall be available for contact by the Road Commissioner or the Town Manager. The Contractor shall communicate and coordinate with other contractors, including those providing road salt and snow removal services, as may be required for the proper performance of this contract and as directed by the Road Commissioner. The Contractor shall provide the Road Commissioner with a cell phone number where the Contractor can be reached.

### 3. PERFORMANCE

All work shall be done to the satisfaction of the Road Commissioner, the Municipal Officers, and the State of Maine Department of Transportation, as may be required by law.

### 4. PERIOD OF CONTRACT

The Contractor shall provide road sand, and other products and services as provided by this contract to the Town of Glenburn as designated in this contract from July 1<sup>st</sup>, 2025 until June 30<sup>th</sup>, 2028, unless terminated earlier in accordance with sections 10 or 16 of this contract.

## 5. SERVICE PROVIDED

The Contractor shall provide stumpage, screening, delivery to the municipal building lot, mixing with salt, and filling the sand shed. The sand shed holds approximately 3800 yards when empty. The yardage will vary yearly as sand may be left over from the previous year. The Town, through its Road Commissioner, reserves the right to inspect winter sand stumpage for quality of material and reject proposed stumpage if it sees fit. The Road Commissioner shall use Winter Sand Specifications of the Maine Department of Transportation as a guide. The Contractor shall provide the Town with a copy of the test results from the source location where the sand is being provided. Quantity will be sufficient to fill the sand shed with sand, which at its natural angle of repose reaches the top of the concrete foundation. In no case may the amount added to the stockpile exceed the quantity provided for in the municipal budget without prior approval of the Town Council. Mixing and stockpiling will be accomplished at the direction of the Road Commissioner. "Screening" will be completed before the materials are delivered to the Municipal building lot. The stockpiling process shall commence no earlier than July 1st of each year the contract is in full force and shall be completed prior to September 15<sup>th</sup> of each year that this contract is in force. The sand will become the property of the Town of Glenburn once the Contractor is reimbursed the cost of sand as outlined in Section 11 & 12 of this contract. The Town shall be responsible for the full cost of the salt and calcium chloride needed to fulfill the terms of this contract.

## 6. BREAKDOWNS

In the event that any and/or all of the Contractor's equipment shall become inoperable, the Contractor will be responsible for hiring additional equipment and/or operators at his own expense. Hired equipment will be of a type sufficient to fulfill the Contractor's obligations hereunder.

## 7. INSURANCE

The Contractor shall carry and maintain insurance throughout the period of this contract, at the Contractor's sole cost.

The Contractor shall carry and maintain Workers' Compensation insurance in accordance with the Worker's Compensation Act of the State of Maine for all employees employed by the Contractor for the performance of the work outlined in this contract at the Contractor's sole cost.

The Contractor shall carry and maintain throughout the period of this contract, at the Contractor's sole cost, comprehensive General Liability insurance with an approved company or companies in an amount of not less than \$1,000,000 combined bodily injury and property damage. If the Contractor uses any subcontractors in the performance of this contract the Contractor shall also maintain Independent Contractor's coverage in the same amount.

The Contractor shall carry and maintain throughout the period of this contract, at the Contractor's sole cost, Automobile Liability insurance on all owned, hired, and non-owned vehicles used in the performance of this contract in an amount of not less than \$1,000,000 combined bodily injury and property damage.

The Contractor shall furnish the Town with certificates of such insurance, prior to each contract period, and shall furnish the Town with satisfactory evidence of payment of premiums as they fall due. Such insurance shall be non-cancelable with respect to the Town's interest without at least thirty (30) days written notice to the Municipal Officers.

The Contractor shall require all sub-contractors to carry and maintain insurance coverage and to provide certificates of insurance as specified in this Section.

The Town shall be named as an additional insured on the policies, and Contractor shall provide the Town with certificates of insurance upon the signing of this Contract.

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. §8101 et seq.

## 8. INDEMNIFICATION

The Contractor agrees to defend, indemnify and hold harmless the Town of Glenburn and its agents, officials, officers and employees from and against all claims, damages, losses, and expenses including costs and reasonable attorneys' fees arising out of or resulting from the performance of the work contemplated by this contract, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Contractor or any of its officers, agents, employees, representatives, subcontractors, any one directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable for regardless whether or not it is caused in part by a party indemnified hereunder. The Contractor shall, at its own expense and costs, defend and protect said indemnified parties against all of such claims and demands.

The maintenance of insurance as required in Section 7 will not in any manner affect the Contractor's obligation to defend, indemnify and hold harmless the Town, its agents, officials, officers and employees, but maintenance of such insurance shall be a condition precedent to the payment to the Contractor of the compensation for the work and services provided herein.

## 9. RESPONSIBILITY FOR USE OF EQUIPMENT

The Town shall not be held responsible for or be held liable for any injury or damage to personal property resulting from the use, misuse, or failure of any equipment used by the Contractor or any of the Contractor's employees or agents even if such equipment is furnished, rented, or loaned to the Contractor by the Town.

## 10. FAILURE TO PERFORM

If the Contractor fails to perform according to any of the terms and conditions of this contract at the time and in the manner specified, such failure to perform shall constitute a breach of the total contract. In the event of a breach, the Municipal Officers shall immediately give verbal notice to

the Contractor and order him to perform within a reasonable time. If the Contractor fails or refuses to substantially perform within the time specified by the Municipal Officers, they may declare the contract terminated in whole or in part. In the event of complete or partial termination, the Municipal Officers may deduct and withhold from the contract price an amount equal to the cost incurred by the Town in obtaining and compensating a substitute contractor to complete the work covered by the contract as well as any incidental or consequential damages including attorney's fees incurred by the Town.

#### 11. CONTRACT PRICE

The Town agrees to pay to the Contractor the following amounts:

Price for Year One:     \$

Price for Year Two:     \$

Price for Year Three:   \$

#### 12. PAYMENT SCHEDULE

The Town shall make the payments enumerated in Section 11 above according to the following schedule:

Payment of the yearly cost of sand shall be paid to the Contractor within 30 days of receipt of an invoice from the Contractor and verification that the sand shed has been filled in accordance with Section 5 of this contract.

#### 13. FUNDING/NON-APPROPRIATION CLAUSE

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.

Non-appropriation. In the event that no funds or insufficient funds are appropriated or budgeted for contract payments due under this contract, the Town may elect to terminate this contract. The Town's election to terminate under this paragraph must be exercised by delivering written notice of intent to terminate together with a certified statement by an authorized official indicating that insufficient funds have been appropriated or budgeted for the next fiscal year of the contract. Termination of this contract will be effective immediately upon receipt of this notice, and the Contractor will discontinue all work to be performed under this Contract. The Contractor will be relieved of the duties enumerated in this contract without further reimbursement or payment.

#### 14. ASSIGNMENT

The rights and obligation of the CONTRACTOR under this contract shall not be assigned except with written approval of the Town, which shall not be unreasonably withheld. Any attempts by the CONTRACTOR, voluntarily or involuntarily, to assign any rights or obligations under this



contract without such prior approval shall constitute a breach of contract and a default may be declared at the option of the Town.

15. EXTENSION

The Town Council may opt to continue with or extend this contract if they believe it is in the best interest of the Town, including but not limited to cost for each year, continuity of services, knowledge and experience of the Town's needs. Both parties must be agreeable to the conditions of such an extension. The Manager shall make such extension upon approval of the extension by 4/5<sup>ths</sup> of the Town Council.

16. TERMINATION

This Contract may be terminated immediately, with or without cause, by Town. In the event of termination, the Contractor shall be entitled to payment, of a pro rata share of the amount set forth in Section 11 based upon the services under the Contract that have been satisfactorily performed at the time of termination.

17. ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract.

18. AMENDMENT

This Contract may not be modified or amended except by writing signed by both parties.

By signing below, the undersigned represents that they are duly authorized to sign this Contract and hereby agrees for said parties to all the terms of this Contract as of the date last signed below.

Date: \_\_\_\_\_

**TOWN OF GLENBURN**

Witness: \_\_\_\_\_

\_\_\_\_\_  
Daniel McClung  
Its: Town Manager

Date: \_\_\_\_\_

**CONTRACTOR**

Witness: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_

(Name & Title Printed)

\_\_\_\_\_

