

Town of Liberty
Snow Removal Contract
Fall 2026-Spring 2029

This agreement was made this ___ day of _____, 2026 executed in triplicate originals by and between the selectman of the Town of Liberty, hereinafter referred to as "Town" and (Contractor) hereinafter referred to as "Contractor".

Now therefore, in consideration of the mutual covenants herein, the parties agree as follows:

1. The Contractor agrees to remove snow accumulating from snowfall or drifting, and control ice by sanding on the list of roads, attached hereto as Schedule A, containing an approximate mileage of 33 miles plus parking lots
2. The Contractor shall furnish the equipment as is necessary, plus any additional equipment as may be necessary to perform the work herein described to the satisfaction of the Selectmen and Road Commissioner.
3. The Contractor will perform the duties required in this contract during the following periods of time:
 - A. Snow Plowing and Sanding: October 1, 2026-April 30th, 2029.
 - B. Stockpile Sand for use prior to September 15th of each year for three years (2026,2027,2028),
4. The Contractor will commence plowing and sanding operations when the snow on the pavement has reached a depth of 2 inches. Operations will continue until the highway is cleared of snow to the outside shoulders. During severe storms of drifting, plows will be operated so as to maintain two-way roads on all roads. Immediately after the extreme conditions have subsided, snow will be removed to the outside of the shoulders of the highways. Contractors' equipment must have cell phones equipped so that emergency messages of urgency can be received day or night. The Contractor must respond within 15 minutes of a call from a selectman or the road commissioner to the road where the plow/ sand is needed. If there are three (3) recorded times that are not responded to within 15 minutes the contract shall become null and void.
5. The roads shall be plowed with the school bus route plowing first.
6. The Contractor will follow the methods and practices of plowing and sanding to ensure continuity of operations between areas of highway maintained by the State and Towns. Such methods of excessive speed of plows and disregard of mailboxes must be controlled by the contractor and monitored by the Road Commissioner.
7. The Contractor agrees to provide sufficient sand and salt for operations required by this agreement. The town estimates that a minimum of 1500 cubic yards of screened sand

mixed with approx. 120 tons of salt will be stockpiled prior to September 15th each year. The town will be responsible for the payment of salt. The contractor will deliver sand for \$_____ per yard for up to 2000 yards. The Contractor will also have available additional sand for times when an extensive sanding event has happened, and the sand shed may need to be refilled or a portion of it refilled.

8. The Contractor will reimburse the town for the replacement of guard rails, signs, posts, which are damaged by the reason of snow removal operations under this agreement, if deemed negligent by the Town's Road Commissioner.
9. The Contractor agrees to provide a Surety Bond for the completion of each contract year. The contractor may substitute for this surety bond a specified piece of equipment that would be placed into collateral with the town to be used to cover any additional cost incurred by the town to resume the same contractual arrangements described in this agreement. The Surety bond or collateral must be valued at 80% of the contract value and will be _____. (Piece of Equipment) or surety bond must be presented to the selectman within 10 days of contract signing.
10. The contractor agrees to indemnify, assume the defense of, and save harmless the Town of Liberty, its agents and employees from liability, actions, claims, damages for wrongful death, personal injuries or property damage suffered by any person or association, which results from the willful or negligent action or inaction of the Contractor in the performance of duties, and the work performed under this contract.
11. The Contractor agrees to maintain liability insurance in an amount adequate to protect it from personal injury, death, or property damage claims which may arise from snow removal and sanding operations under this contract. The liability insurance will be equal to at least \$1,000,000.00 and a copy of the insurance policy will be provided to the town at the time of submitting bid. In addition, contractor, will be required to provide evidence of workman's compensation at time of bidding. Both policies shall be updated each year of contract prior to first payment.
12. The Contractor shall promptly pay all bills for labor, fuel and all other materials, parts, and equipment related to the contract.
13. In the event of Town emergency, the Contractor shall respond to the Fire department/ ambulance request for sanding or plowing on a private road.
14. If the Contractor is in violation of any terms of this agreement, or if the Town of Liberty, or its representative, is of the opinion work described in this agreement is being performed unsatisfactorily, the town shall notify the contractor by certified mail setting forth the basis for the town's complaint. Upon receipt of such notice the contractor shall have 24 hours to comply with the terms and conditions of this agreement or rectify the unsatisfactory work. If at the end of 24 hours the problem has not been resolved, the town shall by certified letter notify the contractor to discontinue all work performed under this agreement. The Town of Liberty may thereupon, by contract or otherwise, complete the work and the contractor and its surety bond shall be liable to exceed the rate provided in this contract. Such damages shall be deemed liquidated damages.

15. The Contractor will act in compliance with title 5, MRSA, and section 784(2) (A through D)

16. The Town of Liberty agrees to pay the Contractor for the list of roads covered in Schedule A of this agreement:

- A. The sum of _____ per mile
- B. The payments are to be made as follows.
 - 10% on Dec 1st
 - 20% on Jan 1st
 - 20% on Feb 1st
 - 20% on March 1st
 - 30% on April 1st

Town Of Liberty Selectmen:

First Selectman

Second Selectman

Third Selectman

Contractor

Dated: _____ 2026

Town Of Liberty Maine

Snowplowing/Sanding

Bid specification And Information Packet

June 2026

The Town of Liberty Maine seeks bids for the plowing of snow and sanding of roads for the Town of Liberty, Maine for the period of October 2026-May 2029 pursuant to the following specifications, terms and conditions.

Please include on your bid sheet: Price per Mile, Name, physical address, years of experience , other commitments for plowing IE: how many driveways, parking lots or towns you plow for, list your equipment year make and model and include your liability insurance along with workers comp.

Contractors desiring to offer a proposal for this three-year contract shall ensure their bid has been received by the Town no later than 4 PM Monday June 29, 2026. The proposal shall be addressed to the Selectboard, Attn: Selectboard, 7 Water Street, P.O. Box 116 Liberty, Maine 04949, with the words "Sealed Snowplow Bid" placed on the outside of the envelope.

Bids will be opened on June 29th at 6:30 PM in the Overlock Room in the Town Office. It is the policy of the Selectboard that it can reject or accept any proposal received: furthermore, proposals will be rejected if not in compliance with this specification package. The successful contractor to this open bid process shall receive a three-year contract based on this package.

1. Snow removal and sanding: Contractor, or person acting as a contractor, shall plow and remove snow from and apply sand to 33.00 miles more or less, of Town and State Roads, as well as four parking lots. The road and parking lot list are attached to this bid as Schedule A.
2. Equipment: The contractor shall have a minimum of the following equipment available for the performance of this contract:
 - A. A 2-yard loader to be housed at the sand shed at all times.
 - B. A 4 Yard loader physically located in the town of Liberty available at all times in case of emergency.
 - C. Three (3) one to plow trucks or equivalent with wings, plows and sanders in good working condition.

D. One larger sand truck, minimum of a wheeler, equipped with a working 12-yard sander.

3. Liability Insurance: The bidder shall provide a certificate of liability insurance in the amount of \$1,000,000.00, naming the Town of Liberty, as a additional insured with their bid.

4. Workers Compensation: The bidder shall provide a copy of their workers compensation with their bid.

5. Surety: Surety, I the amount of 80% of the bid value shall be provided in a form acceptable to the town. Options include cash, bond or equipment.

6. The selection of a bidder is NOT based solely on price, The selectboard will be using a grading system to award bid.

7. Sand: the contractor agrees to provide sufficient sand maximum gradation shall be ½ inch and accepted by the Road Commissioner. Price of sand to be filled in on page 2 of contract (specs and info provided there). It however is per yard and not part of price per mile.

8. Bids will be opened on Monday June 29th, 2026, at the town office at 6:30 pm.

9. All questions should be directed to Tammy Reynolds Road Commissioner 207-322-2339