

Town of Amherst

Department of Public Works



Invitation to Bid

#DPW 04-24

Winter Maintenance Services-
Roads and Walkways

March 13, 2024

By Eric M. Slosek

BID NUMBER DPW 04-24
"Winter Maintenance Services-Roads and Walkways"
INVITATION TO BID

The town of Amherst, Department of Public Works seeks sealed bids from qualified bidders to enter an agreement with a contractor for Winter Maintenance Services, to include snow plowing, treating roads with salt & sand, and dispensing winter chemicals. The Town desires to enter into a three-year agreement, with the option to extend the contract for an additional two years upon mutual agreement. The agreement will commence on July 1, 2024, and continue through June 30, 2027, with an option to extend through June 30, 2029, upon mutual agreement.

The scope of this agreement will include the following work:

The contractor will be responsible for responding to emergency calls from the Town of Amherst Department of Public Works to assist with snow plowing-related services during inclement winter weather events. Such services may include snow plowing town streets and/or walkways, and treatment of said pavement surfaces with winter materials and chemicals including salt, sand, and magnesium chloride. Materials to be provided by the Town. Said services will be for the specific routes as specified in Attachment D, using the equipment identified in Attachment E. The scope of work, as well as Contractor and Town Responsibilities, are described in Attachment C.

The Town desires to award all routes to a single contractor but will consider awarding route specific contracts. The Town of Amherst intends to award the Work to the Contractor who is the most reasonable and responsible low Bidder; however, the Town reserves the right to accept or reject any or all Bids and to waive any informalities related to those Bids received if it deems one or more of those actions to be in the best interest of the Town of Amherst.

You may obtain Bidding documents on the Town of Amherst website at <https://www.amherstnh.gov/public-works/news/bid-opportunities>

Bids will be received at Town Hall, Town Administrators office, 2 Main St. Amherst, NH until **11:00AM on Friday, April 12, 2024.** Shortly thereafter, bids will be publicly opened and read aloud in any available office or conference room at 2 Main St. Bids will be taken under advisement and award will be by the Board of Selectmen at a regular board meeting.

AGREEMENT

This AGREEMENT is made _____, 2024, BETWEEN the Owner: Town of Amherst
and the Contractor: _____ for the
following Project: **Winter Maintenance Services** on various town roads and walkways.

The Owner and Contractor agree as follows:

ARTICLE I THE CONTRACT DOCUMENTS

The contractor shall complete the Work described in the Contract Documents. The Contract documents consist of:

- 1) Invitation to Bid.
- 2) General Provisions, Attachment A, dated March 13, 2024.
- 3) Bid Sheet, Attachment B, dated March 13, 2024.
- 4) Responsibilities, Attachment C, dated March 13, 2024.
- 5) Plow Routes, Attachment D, dated March 13, 2024.
- 6) Contractor Equipment, Attachment E, dated March 13, 2024.
- 7) Contractor's Proposal.
- 8) Any issued addenda.
- 9) This agreement signed by the Owner and the Contractor.
- 10) Written change orders or orders for minor changes in the Work issued after execution of this Agreement.

ARTICLE II CONTRACT DATES

The date of commencement shall be July 1, 2024. The Agreement shall be in effect through June 30, 2027.

ARTICLE III CONTRACT SUM

See "Bid Sheet" in Attachment B.

**ARTICLE IV
PAYMENT**

The contractor shall submit invoices to the Owner for approval and processing of progress payments. Payments shall consist of six (6) equal payments equal to the total cost of the contract year. Schedule of payments shall be November 15th, December 15th, January 15th, February 15th, March 15th, and April 15th.

The sixth and final payment may be adjusted in the event services were not performed during a storm. The basis for adjustment will be to divide the total contract price by the total number of callouts. This figure will be multiplied by the number of missed callouts and deducted from the final bill. In the event the final bill is less than zero, the Town of Amherst will invoice the contractor for the difference.

**ARTICLE V
INSURANCE**

The Contractor shall provide satisfactory evidence of both Contractor's Liability and Workers Compensation Insurance. The Insurance requirements are specifically described in paragraph 12, "General Provisions", found in Attachment A.

**ARTICLE VI
OTHER TERMS AND CONDITIONS**

This Agreement entered into as of the day and year first written above (page 2).

OWNER

(Signature of Town Official)

Printed name and title

CONTRACTOR

(Signature of Company Executive)

Printed name, title and address

Telephone Number

Fax line number

General Provisions

Each bid shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked "Town of Amherst Bid # #DPW07-24 Winter Maintenance Services" and **will be received at the Town Hall, 2 Main St., Amherst, NH until 11:00AM, Friday, April 12, 2024.**

1. Shortly thereafter, bids will be publicly opened and read aloud from any available office or conference room, Town Hall, 2 Main St., Amherst, NH. Bids when opened shall be irrevocable for a period of sixty (60) calendar days following the bid-opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting.
2. The Town expressly reserves the right to reject any or all bids as the Board of Selectmen may determine and to waive defects in the form of minor irregularities where the best interest of the Town would be served.
3. The bid price shall not include Federal or State taxes. If such are applicable, the successful Bidder shall furnish the Town with the necessary tax-exempt forms in triplicate upon submission of the invoice.
4. The Bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
5. The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
6. Any change to the provisions or specifications of this Bid shall be made by written addendum issued no later than four (4) working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any and all addenda.
7. The bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, Town Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the Town and its representatives against any claim or liability arising from or based on any such law, ordinance, rules and regulation by themselves or by their employees. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
8. The Town may make such investigations as it may deem necessary to determine the ability of the bidder to perform the services, and the bidder shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9. The Contractor shall secure and pay for all permits and licenses for this work in accordance with the bid documents, contract and specifications required for a complete and finished job.
10. To the extent possible under law, the Town of Amherst retains all immunity and limits on liability relating to the performance of services under this Agreement and the parties do not intend, by entry into this Agreement, to waive or otherwise relinquish any such immunity or liability limits. To the extent that any liability for damages for property damage, personal injury, or bodily injury, including death, may arise out of the performance of this Agreement, the CONTRACTOR agrees to indemnify and hold harmless the Town of Amherst for any such liability, claims, or demands, including legal expenses, resulting from conduct of, or attributable, the CONTRACTOR and its agents, officers, and employees.
11. The bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA, as amended, "Minimum Wage Law".
12. During the term of this Agreement, the CONTRACTOR shall maintain in full force and effect liability insurance, including automobile insurance covering all vehicles(s) and/or equipment used to perform services under this Agreement, protecting against property damage and bodily injury including death, for a limit not less than \$2,000,000 CSL. Such insurance shall name the Town of Amherst as an additional insured and may not be cancelled except upon 30 days' prior written notice, including notice to the Town of Amherst. Such insurance shall provide coverage for claims arising during the period of this Agreement. The provision of insurance under this Agreement and the obligation to indemnify the Town of Amherst are not intended to waive any immunity or limit on liability that exists under law, whether as a result of RSA 507-B, RSA 231:90 - 95, including 231:92-A, or common law. The intent of the insurance and indemnification requirements of this Agreement is solely for the protection of parties hereto who may be liable under existing law and is not for the benefit of third persons.

During the terms of this agreement, the CONTRACTOR shall maintain Workers Compensation Insurance for all employees for the minimal amount of \$100,000/500,000/\$100,000 and deliver a certificate of insurance before the start of the season to the Town of Amherst showing proof of coverage.

13. The bidder is to submit Proposal on the attached Bid Form of Unit Prices.
14. The successful bidder shall execute and deliver the contract within ten (10) calendar days to the Town.
15. This contract shall commence on July 1, 2024, after signing of the agreement and shall end on June 30, 2027, with an option to extend the agreement upon mutual agreement through June 30, 2029.
16. The Contract Documents shall include the "Invitation to Bid", "General Provisions", "Specifications", "Proposal", any issued addenda, and the final executed "Contract Agreement".

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work and the terms and conditions of payment thereof.

The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

17. A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. The Contractor also shall examine carefully the specifications and the Contract forms of the work contemplated. The Contractor shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

The Town shall make payment on account of the Contract as described in section IV of the Agreement.

18. After execution of the Contract, there shall be no changes in the Bid Documents except by a written amendment executed in the same manner as the Contract or by Change Order as described below:

CHANGE ORDERS:

- A. The Town, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work shall be executed under the applicable conditions of the Contract Documents.
 - B. A change order is a written order to the Contractor signed by the Board of Selectmen and the Contractor, after execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract sum and/or in the Contract time.
 - C. The terms of any change order shall be mutually agreed to by the Contractor and the Board of Selectmen.
19. The entire work contemplated by the Contract shall be under the supervision of the Board of Selectmen, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.
20. ASSIGNMENT. The contractor shall not assign, sublet, or transfer its interests in this agreement without written consent of the Town of Amherst.
21. In determining the successful bidder, in addition to price, the following shall be considered:
- a. The ability and skill of the bidder to perform the contract.
 - b. Whether the bidder can perform the contract promptly without delay or interference.
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
 - d. The quality of performance of previous contracts for services.

22. MISCELLANEOUS PROVISIONS.

- A. Termination. Either party may terminate this Agreement by providing written notice of intent to terminate at least 30 days in advance of such termination. The Town of Amherst may terminate this Agreement for cause upon such notice, as it deems sufficient. Cause for termination includes, but is not limited to, failure of CONTRACTOR to comply with the Town of Amherst's inclement weather road

maintenance and treatment policy, failure to use safe and properly maintained vehicles and equipment, improper use or storage of sand or deicing materials, negligent or careless performance, excessive property damage, and use of unqualified or untrained vehicle or equipment operators.

- B. Communications/Notices: All communications involving the administration and performance of this AGREEMENT shall be directed to The Director of Public Works or their designee. Notices of Termination and other Notices under this Agreement other than administrative communications shall be in writing and shall be sent to the Director of Public Works.

Town of Amherst NH
Department of Public Works
22 Dodge Road
Amherst, NH 03031

Attachment B
March 13, 2024

Attachment B

Bid Sheet

All bids must conform to the intent of the Bid Specifications and General Conditions listed on the snowplowing, sanding and snow removal bid request documents. If the route total does not equal the sum of the individual years, the actual total sum shall be used to determine cost.

The proposed contract price for winter maintenance services from July 1st, 2024, to June 30th, 2027, as per specifications and bid documents is:

ROUTE 1

Route 1 – Year 1 - July 1, 2024 – June 30, 2025:

\$ _____
(figure)

(written words)

Route 1 – Year 2 - July 1, 2025 – June 30, 2026:

\$ _____
(figure)

(written words)

Route 1 – Year 3 - July 1, 2026 – June 30, 2027:

\$ _____
(figure)

(written words)

Total Route 1: \$ _____
(figure)

(written words)

ROUTE 2

Route 2 – Year 1 - July 1, 2024 – June 30, 2025:

\$ _____
(figure)

(written words)

Route 2 – Year 2 - July 1, 2025 – June 30, 2026:

\$ _____
(figure)

(written words)

Route 2 – Year 3 - July 1, 2026 – June 30, 2027:

\$ _____
(figure)

(written words)

Total Route 2: \$ _____
(figure)

(written words)

ROUTE 3

Route 3 – Year 1 - July 1, 2024 – June 30, 2025:

\$ _____
(figure)

(written words)

Route 3 – Year 2 - July 1, 2025 – June 30, 2026:

\$ _____
(figure)

(written words)

Route 3 – Year 3 - July 1, 2026 – June 30, 2027:

\$ _____
(figure)

(written words)

Total Route 3: \$ _____
(figure)

(written words)

Total Sum \$ _____
(figure)

(written words)

Company Name: _____

Address _____

Printed Name: _____ Signature: _____

Title: _____ Date: _____

Bid to remain Firm:

The price in this proposal is guaranteed for 60 days from the date of submission and if authorized to proceed within that period, we will agree to complete the duties as listed in Exhibit A for the specified contract period of July 1st, 2024, to June 30th, 2027.

Attachment C

- I. **Mutual Obligations:** Both parties shall adhere to the Town of Amherst's inclement weather road maintenance and treatment policy as currently in effect and as may be amended during the term of this Agreement.

A. CONTRACTOR Obligations:

1. For routes 1 & 2 - Provide a minimum of one (1) truck per route with a ten- (10') foot plow, a wing (preferred), a sander, and a liquid dispensing system (pre-wet at spinner only), sufficient to plow snow from Town roadways, and dispense salt, sand, and liquid winter chemicals as assigned by the Town.
2. For route 3 - Provide one (1) truck, or other appropriate machinery, with plow/snowblower, and a sander, sufficient to plow/blow snow from the Amherst Street side path and dispense salt and/or sand as assigned by the Town.
3. All fuel, oil, and other materials and services necessary or desirable for the efficient operation of the vehicles and/or equipment, including maintenance.
3. Ensure that all equipment and materials used in the performance of this Agreement are in safe and proper operating condition throughout the contract term. Further, ensure that all equipment is properly calibrated throughout the contract term, and provide calibration charts to the Amherst Department of Public Works upon request.
4. Follow best management practices in the performance of tasks under this Agreement.
5. The Contractor must maintain a NH DES Green SnowPro certification throughout the duration of the contract term. Certifications for all personnel performing work under the contract must be produced upon request by the Town.
6. Ensure that no equipment or materials provided by the Town of Amherst shall be used for any purpose other than the performance of tasks under this Agreement.
7. Utilize only vehicle operators properly trained and certified for the performance of tasks under this Agreement and identified on a list approved by the Town of Amherst.
8. Submit detailed invoices showing services provided as required by this 8. Keep insurance in place as required under the Agreement.
8. The CONTRACTOR shall report to the Amherst DPW facility on Dodge Rd. within 1 hour after call-in.

B. Town of Amherst's Obligations:

1. Promptly advise CONTRACTOR of any change in its inclement weather road maintenance and treatment policy.
2. Promptly notify CONTRACTOR of any complaint or concern raised as to performance under this Agreement.
3. Provide sufficient sand and deicing materials for the performance of tasks under this Agreement in accordance with applicable policies and within the limits of available funds.
4. Compensation. Payment shall be made to the Contractor as specified in Article IV of the Agreement.

Attachment D
Contractor Routes

Contractor Route 1

Street Name	Length (miles)
Aglipay Drive	1.2
Arrow Lane	0.8
Brander Court	0.3
Cross Road	1.5
Danbury Circle	1.4
Deerwood Drive	1.2
Douglas Drive	1.1
Edgewood Drive	0.9
Flint Drive	0.3
Foxglove Lane	0.5
Hickory Drive	1.3
Homestead Circle	0.6
Junkins Lane	0.4
Maple Avenue	0.2
Mayhew Drive	0.4
Meadow Lane	0.6
Melody Lane	0.8
Mosswood Circle	0.9
Newbury Drive	0.6
Seaverns Bridge Road	2.0
Stillwater Drive	0.7
Taconic Drive	0.5
Terrace Lane	0.3
Timber Chase Drive	0.4
Warren Way	0.5
Waterview Drive	1.2
Wildwood Lane	0.4
Windsor Drive	1.2
Woodbine Lane	0.4

Route 1 -Total Lane miles 22.6

Contractor Route 2

Street Name	Length (miles)
Beaver Brook Circle	0.9
Belden's Mill Lane	0.1
Boston Post Rd – Amherst St. to New Boston Rd.	1.2
Brookwood Drive	0.4
Carriage Lane	0.3
Church Street	0.4
Cobbler Lane	0.4
Courthouse Road	1.2
Cross Street	0.3
Davis Lane	0.5
Foundry Street	0.5
Knight Street	0.2
Limbo Lane	0.6
Main Street	0.8
Manchester Road	1.3
Middle Street	1.1
Narragansett Lane	0.4
Old Jailhouse Road	0.2
Pettingale Road	0.9
Pierce Lane	0.1
Sargent Quarry Lane	0.6
School Street	0.4
Sunset Avenue	0.2
Thatcher Drive	0.5
Thornton's Ferry Road #1	1.8
Village Common Court	0.2
Village Woods Drive	0.8

Route 2 -Total Lane miles 16.3

Contractor Route 3

Snow plowing, blowing, and treating the Amherst Street side path; Approximate length of route is 1.9 miles and 8 feet wide. There are two constricted areas which are approximately 5 feet and include guardrails on the inside edge of the path. The side path extends along the north and west side of Amherst Street from Boston Post Rd. to the Milford Town line.

Attachment E
Equipment

List all vehicles and equipment proposed to be utilized on each route.

Proposed Equipment for Route 1:

- _____
- _____
- _____
- _____
- _____
- _____
- _____

Proposed Equipment for Route 2:

- _____
- _____
- _____
- _____
- _____
- _____
- _____

Proposed Equipment for Route 3:

- _____
- _____
- _____
- _____