INVITATION TO BID

TOWN OF HANCOCK

PO BOX 100

HANCOCK, VT 05748

Sealed bids for the contract work described below will be accepted by the Town of Hancock until 5:00 PM, Tuesday May 17, 2022.

TYPE OF CONTRACT: (3) Three year Winter Roads Contract with the Town of Hancock. Contract is available for viewing upon request. Contact Town Clerk, Jody Jesso, for information. (802) 767-3660.

BIDS: The Town of Hancock is seeking bids for an hourly fee for operator and equipment for each of the three years of the contract.

Example: (2022-23 $xx per hour) (2023-24 $xx per hour) (2024-25 $xx per hour)

BID OPENING: Sealed bids shall be marked “WINTER ROADS” and will be publicly opened and read aloud on Tuesday May 17, 2022 at 6:30 pm at the Hancock Town Clerks Office. Bids may be awarded at a later date in the event that references need to be checked.

All contractors must provide three references and must have proof of liability insurance upon award of contract.

Please contact the Hancock Town Clerk (802-767-3660) for a full copy of the prospectus or visit [www.hancockvt.org](http://www.hancockvt.org) to download a copy.

\*The Hancock Select Board reserves the right to reject any and all bids

**Town of Hancock**

**Plowing Contract – Work Specifications**

The Town of Hancock requires that the following plowing and sanding be performed for a contract period beginning July 1, 2022 through June 30, 2025.

**Work Specifications**

1. To plow the approximately 8.4 miles of town roads ditch to ditch, parking areas, entrances to town buildings, etc. during and/or after each and every snowstorm so that the roads and town areas are as accessible as possible at all times. Plowing with both trucks will commence after 2” of snow is on the ground and continue with each 2” of snow until storm is ended.

2. To sand the town roads and areas whenever is necessary after snowstorms and after or during ice storms, freezing rain, etc. as required by conditions or at the request of the appointed Select Board member. Hill roads are to be sanded first. Contractor will keep a tally of sand used for each storm. The intent is to make the roads as safe as possible for driving and walking.

3. To wing back the snow banks as directed by the designated Select Board member to maintain the normal driving width of the road. This must also be done late in the season to avoid melting snow runoff that might wash out the roads.

4. To keep the roadside culverts free and clear so that proper drainage can occur. If this is not done and damage occurs to a section or sections of Town road(s), the Contractor shall repair at his own cost.

5. During thaws it may be necessary to put cuts in the ditch line of all roads to allow water to drain into ditches to avoid erosion of road.

6. To maintain a written log. A requirement of this contract shall be the maintenance of a written log of work performed. The log shall indicate the date and hours worked for each work event. The log shall be made available to the Town upon request.

**Equipment List**

1. Primary truck with a plow (minimum width 9 feet) and sander (minimum capacity 3 yards).

2. Secondary truck with plow (minimum width 8 feet).

3. Loader for pushing back snow and loading sand.

4. Wing mounted on loader, grader or truck.

5. A screen adequate to screen sand.

**Insurance**

**Workers’ Compensation.** Notwithstanding any workers’ compensation or insurance policies maintained by the Town, the Contractor shall procure and maintain workers’ compensation coverage sufficient to meet Vermont’s statutory requirements and provide the Town with proof of coverage.

**Liability Insurance.** The Contractor shall maintain comprehensive general liability insurance, including broad form property damage coverage, with limits of at least one million dollars ($1,000,000.00) combined single limit for personal injury and property damage for each occurrence. The Contractor shall provide Town with a Certificate of Insurance in which the Town is listed as a “co-insured”.

CONTRACT BETWEEN TOWN OF HANCOCK

AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fee Schedule**

The plowing and sanding for shall be completed for an hourly fee of

$\_\_\_\_\_\_\_ (22-23), $\_\_\_\_\_\_\_ (23-24), $\_\_\_\_\_\_\_ (24-25) for operator and equipment.

**CONTRACTOR’S AGREEMENT**

 This contractor’s agreement (this agreement), made and entered into this day of

 by and between THE TOWN OF HANCOCK, Vermont Municipality (hereinafter “Town”), and Contractor , having a principal place of business at , Vermont (hereinafter call “Contractor”).

1

**Article 1**

TERM AND TERMINATION

**1.1 Term.** This agreement will become effective on the date first shown above and will continue in effect until

June 30th, 2025.

**1.2 Termination of Contract.** The Town may, as its sole discretion, terminate this Contract, upon thirty (30) days advance written notice to the contractor. The Town reserves the right to reconsider its decision if there is adequate performance or improvement before the end of thirty (30) days notice.

**1.3** Upon receipt of such notice, Contractor shall advise the Town of the extent to which performance has been completed through such date and the Contractor shall be paid for all work performed through the date of termination.

**Article 2**

INDEPENDENT CONTRACTOR STATUS

**2.1 Intention of Parties.** It is the intention of the parties that the Contractor be an independent contractor and not an employee, agent, joint venture, or partner of the Town. Nothing in the Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Town and either the Contractor, or any employee agent of the Contractor.

**Article 3**

SERVICES TO BE PERFORMED BY THE CONTRACTOR

**3.1 Work Order.** All work to be performed by the Contractor is documented in Attachment 1 – Work Specifications.

**3.2 Method of Performing Services.** The Contractor, in conjunction with its personnel, will determine the method, details, and means of performing the work to be carried out for the Town. The Town shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. The Town shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Contractor to ensure satisfactory performance. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of the work.

**3.3 Assignment of Personnel.** Town may interview the personnel the Contractor assigns to the Town’s work. If Town determines that such personnel are not appropriate for the work based on their specific or general skills or their background and experience, the Contractor shall make a reasonable effort to assign other qualified personnel.

**3.4 Duty to List Equipment.** The Contractor shall provide the Town with a list of the equipment to be used to complete the work to be carried out for Town. The Contractor shall also provide the Town with a list of the backup equipment to be used in the event that any of Contractor’s equipment becomes inoperable.

**3.5 Liability of Contractor for Failure to Complete Work Specifications.** In the event that Contractor fails to complete the work as required by the work specifications and such failure causes damage to the Town roads, the Contractor shall be responsible for repairing for the damage at his own expense. Any road repairs must meet Vermont Town Road and Bridge (VTRB) Standards.

**Article 4**

COMPENSATION

**4.1 Rates.** The fees for work performed by Contractor shall be set forth as part of Attachment 1 – Work Specifications.

**4.2 Date of Payment for Compensation.** The Contractor will be required to get the work order to the town clerk by the second Tuesday of each month. The Town will provide the work orders. The Select Board will review the work order on the third Tuesday evening of each month. A check will be issued by the town clerk during regular working hours following approval of the work order.

**4.3 Expenses.** Expect as otherwise agreed in this Agreement or the applicable Work Order, the Contractor shall be responsible for all costs and expenses incident to the performance of services for the Town, including all costs incurred by the Contractor to do business. In the event of significant fuel cost increases (greater than 12%) during a given winter season, the Town would be open to negotiating a single fuel adjustment payment at conclusion of that season. Gas prices will be recorded monthly throughout each season to determine if a significant, season long cost increase has occurred.

**4.4 Electricity.** The Town will supply power for purpose of running a block heater on the loader. The Town will supply this in trade for the use of the loader for loading sand. The power is to be used on cold days and nights only, not 24 hours a day 7 days a week. The Contractor may want to put a timer on the power. Contractor will not keep it plugged in during long warm spells.

**Article 5**

TREATMENT OF CONTRACTOR’S PERSONNEL

**5.1 Compensation of Contractor’s Personnel.** The Contractor shall bear sole responsibility for payment of compensation to its’ personnel. The Contractor shall pay and report, for all personnel assigned to the Town’s work, federal and state income tax withholding, social security taxes, and bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which such personnel may be entitled. The Contractor agrees to defend, indemnify and hold harmless the Town, the Town’s officers, directors, employees and agents, and the administrators of the Town’s benefit plans, from and against any claims, benefit matters; provided that the Town shall (1) promptly notify the Contractor of each such claim when and as it comes to the Town’s attention; (2) cooperate with or otherwise dispose of such claim without the Contractor’s prior consent, such consent not to be unreasonably withheld.

**5.2 Workers’ Compensation.** Notwithstanding any workers’ compensation or insurance policies maintained by the Town, the Contractor shall procure and maintain workers’ compensation coverage sufficient to meet Vermont’s statutory requirements and provide the Town with proof of coverage.

**5.3 State and Federal Taxes.** As neither the Contractor nor its personnel are the Town’s employees, the Town shall not take any action or provide the Contractor’s personnel with any benefits or commitments inconsistent with any of such undertakings by the Contractor. In particular:

3

\*The Town will not withhold FICA (Social Security) from the Contractor’s payments.

 \*The Town will not make any state or federal unemployment insurance contributions on behalf of the Contractor or its’ personnel.

\*The Town will not withhold state and federal income tax payments to the Contractor.

 \*The Town will not pay disability insurance contributions on behalf of the Contractor.

\*The Town will not obtain workers’ compensation insurance on behalf of the Contractor or its’ personnel.

**Article 6**

LIABILITY INSURANCE

**6.1 Liability Insurance.** The Contractor shall maintain comprehensive general liability insurance, including broad form property damage coverage, with limits of at least one million dollars ($1,000,000.00) combined single limit for personal injury and property damage for each occurrence. The Contractor shall provide Town with a Certificate of Insurance in which the Town is listed as a “co-insured”.

**Article 7**

GENERAL PROVISIONS

**7.1 Notices.** Any notices to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, by each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two days after mailing.

**7..2 No Discrimination.** The Contractor agrees that in the performance of this agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, or natural origin in any manner as prohibited by laws of the United States.

**7.3 Entire Agreement of the Parties.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Contractor to the Town and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by ant party, or anyone acting on behalf of any party that are not embodied herein, and that no other agreement, statement, or promise not contained in tis Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

**7.4 Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalided in any way.

**7.5 Parties in Interest.** This Agreement is enforceable only by the Contractor and the Town. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of

any kind to any other parties.

**7.6 Conflict Resolution.** In the event that there is a dispute arising out of this contract, the parties agree to attempt to resolve their dispute by means of mediation.

**7.7 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Vermont.

**7.8 Successors.** This Agreement shall insure to the benefit of, and be binding upon, Contractor and Town, their successors and assigns. No assignment of this agreement is allowed without written consent from the Hancock Select Board.

Dated at Hancock, Vermont this Day of , 20

Signed by:

 Town of Hancock Select Board

Signed by:

 Contractor

 Business Name