

# **TOWN OF ALTON SNOW REMOVAL CONTRACT FOR 20XX – 20XX SEASON**

This contract is between the Town of Alton (referred to as “we” or “our”) and G.S.E Contracting (referred to as “you”). When this contract refers to you, it includes your employees and agents. The subject of this contract is winter road (and other areas) maintenance (sanding, salting plowing).

## **1. SERVICES: What and When**

You agree to remove ice and snow and control ice on the following areas within the Town of Alton:

- a.) The Argyle Road from Route 16 to the Birch Stream Bridge
- b.) The Alton Tannery Road from Route 16 to the Hudson Town Line
- c.) Gerry Lane off the Alton Tannery Road
- d.) Route 43 from the Southern Hudson Town Line to just South of the bridge at Pushaw Stream
- e.) The Alton Municipal Building yard and the yard in front of the Alton Snowmobile Club.

Your duties and the term of this contract will run from October 1, 20xx to September 30, 20xx. This contract is subject to a renewal notification each year. Said notification will be due by May 1 of each year. In addition, by mutual consent of the parties, this agreement may be subject to a three year renewal. Notification of such renewal must be submitted to the Contractor by May 1, 20xx in writing. At that time all rates and prices will be renegotiated.

## **2. INDEPENDENT CONTRACTOR**

You and your agents and employees, during the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the Town. Any manpower needed to fulfill the obligations of this contract shall be employed by you and you shall be solely responsible for complying with applicable State and Federal laws including but not limited worker’s compensation law, employment security and minimum wage law.

As an independent contractor, you are also responsible for maintaining your equipment in a safe, operable and legal condition.

## **3. MAINTENANCE REQUIREMENTS**

- a.) You will commence plowing and sanding operations when snow on Town roads has reached a depth of one inch if the snow is wet and two inches if dry, and to commence sanding and/or salting operations whenever necessary to eliminate icy and slippery conditions. Operations will continue until highways are cleared of

- snow to the outside shoulders. During severe storms or drifting, plows will be operated so as to maintain emergency and two-way traffic. Immediately after the extreme conditions have subsided snow will be removed to the outside of the shoulders of the highways. You must have supervisory personnel or radio equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles within a half hour period.
- b.) You will follow the Maine Department of Transportation's methods and precautions of plowing and sanding. Such methods and practices are excessive speed of plows and disregard of mailboxes must be controlled by you and will be monitored by the Town.
  - c.) You will be responsible to screen, deliver and stockpile one thousand (1,000) cubic yards of ½ inch minus screened sand suitable for usage in the winter sanding of the Town's roads and properties before October 1<sup>st</sup> of each year in which this agreement is in effect. You will pile the sand and mix it with the salt supplied by the Town at the Town's Salt Shed. We agree to provide sufficient salt for operations required by this agreement. You will be responsible for additional electricity used at the salt shed which exceeds the monthly summertime average from June to September each year. You agree to pay particular attention to the sanding of hills, curves and intersections, and to apply extra sand and salt to such locations when necessary.
  - d.) You will remove compacted snow and ice from Town roads, insofar as possible, so that three and one-half feet of roadway will be exposed on each side of the center line.
  - e.) You will reimburse the Town for the replacement of guard rail, guard rail posts, signs, sign posts or guard posts which are damaged by reason of snow removal operations under this agreement, if the Board of Selectmen determines that such damage could have been avoided by you.
  - f.) You will perform required duties for the Town before proceeding to private contracts.
  - f.) The Town's Board of Selectmen will set the priorities in the maintenance of roads, said priority to be followed by you.
  - g.) You agree to maintain and make available for your responsibilities under this contract the following equipment: a single-axle truck with plow and sanding capability, a bucket loader, and a pickup truck with plow and sander.

#### **4. PERFORMANCE BOND**

You must furnish a Contract Bond, satisfactory to the Town, in an amount equal to 65% of the contract price for each year of the contract.

The purpose of the performance bond is to make money available to the Town in the event that you do not complete part or all of your duties under this contract. That money will be used to get the work completed.

## **5. INSURANCE**

You agree to maintain liability insurance in the amount of \$1,000,000 for personal injury, death and property damage claims which may arise from snow removal or sanding operations under this contract. In addition, you will be required to provide evidence of insurance or financial resources sufficient to satisfy the requirements of the Workmen's Compensation Act.

## **6. BILLS AND CLAIMS**

As an independent contractor, you are responsible for all bills for labor, material, equipment and fuel and other items which are incurred in the performance of this contract. The Town will not pay such bills.

## **7. BREACH OF CONTRACT**

If you fail to perform according to the terms of this contract at the time and in the manner specified, that failure shall be a breach of contract.

In the event of a breach, the Town (through its Selectmen) shall immediately give oral notice to you. You will then be required to perform within a reasonable time. "Reasonable Time" may vary depending on the nature of the breach and road and weather conditions. In the event that you still do not (for whatever reason) perform your duties in the time stated, the Town shall have the following options:

- (A) Terminate This Contract: We may terminate the contract by sending you a written notice, stating the reason for termination. You will be paid for all work which is satisfactorily done by that time, but the remainder of the money due you under this contract may be used to obtain another contractor to maintain the roads. Likewise, money from your bond may be used to cover this cost.
- (B) Substitution: We may hire a substitute contractor to plow and sand the roads for any period of time we consider necessary. This substitution will be paid with money from your bond. If there are any problems obtaining the bond money, substitutions will be paid from the remainder of any money due to you (but unearned) under this contract.
- (C) The Town may also seek any other legal remedies available to enforce this contract.

## **8. INDEMNIFICATION**

You agree to hold the Town harmless from any claim for death, injury, property damage or other loss which may result from your performance of road maintenance under this contract. In the event that such a claim is made against the Town, you will defend the Town, and you will pay any amount (indemnify for which the Town may be held liable in a legal action for such claims.

## **9. SUPERVISION AND CONTROL**

As an independent contractor, you have the right and duty to supervise and control your own employees, agents and equipment.

The Town's Board of Selectmen has the right to inspect road maintenance operations, and notify you of any problems, errors or non-performance. The Board may order that work be done in a satisfactory manner, to be determined by it. It may also determine the priority of roads to be plowed and sanded.

## **10. FUEL CLAUSE**

If the average monthly price of diesel rises above \$5.00 per gallon as reported by the Energy Information Administration for the New England area, the Contractor will charge the Town a fuel surcharge. The surcharge will be the cost per gallon above \$5.00 for every gallon purchased during that month and attributed to this contract. The Contractor will be responsible to submit fuel receipts and a mileage log for all gallons used on the roads under this contract. Payment of the fuel surcharge will be made at the end of each season with the mutual consent of both parties.

## **11. NOTICE AND CONTACT**

The following persons shall be available and authorized to accept notices (written or oral), calls and orders:

For the Contractor:

Emergency Phone Numbers:

For the Town: Brenda Kennedy-Wade 394-2236 or John Belding 394-3065

## **1. PAYMENT SCHEDULE**

(A) The Town will pay a total of \$XX for your services in the first year of this contract, in installments as follows:

30% on November 9, 20XX  
20% on January 4, 20XX  
25% on February 15, 20XX  
25% on April 15, 20XX

This schedule of payments may be modified in the event of a breach of contract (see Section 7).

- (B) The Town will pay a total of \$XX for your services in the second year of this contract, in installments as follows:

30% on November 9, 20XX  
20% on January 4, 20XX  
25% on February 15, 20XX  
25% on April 15, 20XX

This schedule of payments may be modified in the event of a breach of contract (see Section 7).

- (C) The Town will pay a total of \$XX for your services in the third year of this contract, in installments as follows:

30% on November 9, 20XX  
20% on January 4, 20XX  
25% on February 15, 20XX  
25% on April 15, 20XX

This schedule of payments may be modified in the event of a breach of contract (see Section 7).

## **2. ASSIGNMENTS**

You agree not to assign this agreement on any part thereof without the express written permission of the Town.

## **3. AMENDMENT, SEVERABILITY, JURISDICTION**

This contract can be amended only by written consent of the Town and You. If any part of this contract is declared by a Court to be void or unenforceable, the rest of the contract continues to be valid and effective. this contract is governed by the laws of the State of Maine.

In Witness Whereof, the parties or their duly authorized agents execute this agreement on this \_\_\_\_\_ day of June, 20XX.

Contractor: \_\_\_\_\_

Town Selectmen: \_\_\_\_\_

John Belding, Chairman

\_\_\_\_\_  
Brenda Kennedy-Wade

\_\_\_\_\_  
Dan Pittman