

TOWN OF GEORGETOWN

CONTRACT FOR SNOW PLOWING OF MUNICIPAL AREAS

2025-2028

The Inhabitants of the Town of Georgetown, by their Selectmen, hereby enter into the following contract with _____. in the County of Sagadahoc and the State of Maine, for the removal of snow from the municipal areas hereinafter designated in the Town of Georgetown. Said Inhabitants of the Town of Georgetown and their Selectmen are hereinafter known as “the Town” and _____ is hereinafter known as “the Contractor.” When this contract refers to the Contractor, it includes the Contractor’s employees and agents.

As consideration for the within contract, it is hereby agreed between the parties hereto as follows, to wit:

Services: What and When

This contract is for the “snow seasons” of 2025-2026, 2026-2027, and 2027-2028, commencing in October 2025 and ending in June 2028, with the option of two annual extensions, 2028-2029 and 2029-2030, by mutual agreement of the parties.

Independence of Contractor

The Contractor and his or her employees and agents act in an independent capacity, not as officers, employees, or agents of the Town. The Contractor is responsible for employing the personnel needed to fulfill the obligations of this contract and is solely responsible for complying with applicable Federal and State laws and local ordinances, including but not limited to worker’s compensation law, employment security law, and minimum wage law. The Contractor is responsible for maintaining all his or her equipment in a safe, operable, and legal condition.

Maintenance Requirements

The Contractor agrees to remove the snow and ice from the Town municipal areas in accordance with the State of Maine snow removal law and that work on the Town municipal areas shall be done to the satisfaction of the Town, whose judgment thereon shall be final. The list of municipal areas to be plowed / sanded is included as an Appendix attached hereto and incorporated herein.

The Contractor agrees to furnish equipment for plowing and sanding these areas, adequate and satisfactory to the Town, at his or her expense. The Contractor agrees to maintain sufficient equipment to perform the duties under this contract and to provide an up-to-date list of equipment, which shall be in good operating condition, to the Town. The Contractor agrees to have a mobile telephone so that he or she can receive messages and shall respond to the Selectmen or their agents within one-half hour.

The Contractor agrees to start treatment/snow removal at the beginning of any storm when the

snow has accumulated to a depth greater than half an inch of wet snow or one inch of dry snow. The Contractor agrees to begin snow or ice removal when directed by the Selectmen for specific cause.

The Contractor shall operate continuously until the areas are properly cleared of snow and ice in the interest of public safety. At the conclusion of the storm, all Town municipal areas will be treated with salt and sand.

The Contractor shall operate snow-removal equipment without resorting to such practices as excessive speed and shall avoid damage to public property. The Contractor shall reimburse the Town for replacing guard-rails, guard-rail posts, signs, signposts, or guard posts damaged during snow-removal operations if the Town determines that such damage could have been avoided.

The Contractor shall not permit private work to interfere with the performance of required duties under this contract. The contractor shall perform duties for the Town before proceeding to other contracts.

Insurance

The Contractor agrees to provide general public liability, bodily injury liability and property damage insurance, including vehicle coverage, in the amount of not less than \$1,000,000.00 with terms satisfactory to the Town. The Town shall be named as an additional insured on the vehicle and general public liability policy. The Contractor shall provide the Town with proof of this insurance and evidence of insurance sufficient to satisfy the requirements of the Workers' Compensation Act. If the Contractor hires subcontractors for all or part of the work, the subcontractors shall provide to the Town proof of comparable insurance coverage. The Contractor and each subcontractor, if any, agrees to provide proof of registration and insurance for all vehicles used in executing this contract. Such registration shall be as required by the State of Maine for the vehicles actually used. The contractor must provide proof of required insurance annually before receiving his or her first payment under this contract.

Bills and Claims

The Contractor shall be responsible for all bills for labor, material, equipment, and fuel and other items incurred in the performance of this contract. The Town will not pay such bills. The Town will work with the Contractor to enable him or her to take advantage of Town purchases of salt and sand for use under this contract. The Contractor shall be responsible for all claims of injury or damage incurred during the process of snow removal and shall indemnify and save the Town harmless from any and all claims including reasonable attorney fees incurred in prosecuting its rights hereunder or defending against any claims by Contractor or third parties.

Breach of Contract

If the Contractor fails 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 the Contractor, who will then be

required to perform within a reasonable amount of time. "Reasonable time" may vary depending on the nature of the breach and weather conditions. In the event that the Contractor still does not perform the duties in the time stated to the sole satisfaction of the Town, the Town shall have the following options:

--Termination. The Town may terminate this contract by sending the Contractor written notice stating the reasons for termination. The Contractor will be paid for all work satisfactorily done at the time of termination, but the Town may use the remainder of the money due under this contract to hire another contractor to complete the work called for.

--Substitution. The Town may hire a substitute contractor to plow and sand the municipal areas for any period of time it considers necessary. It will pay the substitute contractor with money from this contract.

--Legal remedies. The Town may seek all available remedies of law to enforce this contract. Once this contract is in effect, the contractor shall complete the full term of this agreement unless this agreement is terminated as provided above. If the Contractor fails to fulfill its duties hereunder, the Town shall have the right to take legal action against the contractor for any amounts incurred by the Town (including reasonable attorney fees and expenses) to complete this agreement in excess of the original agreed upon amounts.

Supervision and Control

The Contractor has the right and duty to supervise and control his or her own employees, agents, and equipment. The Selectmen have the right to inspect snow and/or ice removal operations and notify the Contractor of any problems, errors, or non-performance. Prior to beginning the "snow season," the Contractor and the Selectmen shall meet and agree upon the priority of plowing, an agreement that shall not be unreasonably withheld by either party.

Notice and Contact

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

For the Contractor:	TBD	TBD
For the Town:	All Selectmen and the Town Administrator	
	Jonathan C. Collins, 50 Bay Point Road, Georgetown	841-8735
	Bronwen Tudor, 50 Bay Point Road, Georgetown	837-0648
	Aria Eee, 50 Bay Point Road, Georgetown,	514-5738
	Tyler Washburn, Admin., 50 Bay Point Road, Georgetown	371-2820

Payment

In consideration of the faithful performance of this work as set forth above, the Town agrees to pay the Contractor \$15,000 for the first season, \$15,000 the second, and \$15,000 the third. Each season the Contractor will receive eight payments, as follows: The first payment, representing 1/8th of the total value of the contract, on or after the fifteenth of September of that season; the remaining in seven equal payments on or after the fifteenth day of the months through April of that season.

Dispute Resolution

Any controversy or claim arising out of or related to this contract which cannot be resolved between the parties shall be submitted to the Superior Court for Sagadahoc County.

Subcontractors

The Contractor shall make no subcontracts without written authority of the Town. The Contractor shall be fully responsible to the Town for the acts and omissions of his or her subcontractors and of persons either directly or indirectly employed by them, and shall hold subcontractors to the same terms and conditions as he or she is held under this contract.

Indemnification

The Contractor will indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work. Neither the Contractor or any of his/her subcontractors shall file any liens for any claim hereunder against the Town or its property.

Entire Agreement

This contract represents and contains the entire agreement between the Contractor and the Town. Prior discussions or oral representations by the Contractor or the Town that are not contained in this contract are not part of this contract.

Amendment, Severability, Jurisdiction

This contract can be amended only by written consent of the Town and the Contractor. 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 to this agreement have executed this contract in duplicate on the ___th day of April, 2025.

For the Contractor: by

For the Town: by

its President

Selectman

Selectman

Witness

Selectman

Appendix to Municipal Snowplowing Contract

Areas to be plowed and sanded

The areas to be plowed and sanded, pursuant to the responsibilities assumed by the Contractor under the terms of this contract are as follows:

Center Fire Station and all parking areas.

School driveway and parking lot as well as a path to the basketball court.

Church parking lot on corner of Bay Point Road and West Georgetown Rd.

Town Office parking area -- includes shoveling and sanding of walkway from parking lot to entrance on the north side of the building.

West Georgetown pumping station on West Georgetown Rd.

Transfer Station -- includes parking lots / drop off areas and compactor area as well as metals pile in the rear. Access to any and all containers needing to be hauled must be kept open. It also includes providing a container of salt/sand for the attendants to spread as needed.

Dry hydrant at Charles Pond on Five Islands Road.

Five Islands Fire Station and all parking areas.

The Town Wharf parking lots.

The Contractor further agrees that in addition to plowing the areas specified above, they will apply sand and/or salt at such times and in such quantities as are necessary and appropriate to the maintenance of the ways and area for traffic, subject however, to the approval and direction of the Selectmen, or their assistant.