

TOWN OF GEORGETOWN

CONTRACT FOR SNOW PLOWING OF TOWN ROADS

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 highways and roads 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 shall be responsible for employing the personnel needed to fulfill the obligations of this contract and shall be 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 shall be responsible for maintaining all his or her equipment in a safe, operable, and legal condition.

Maintenance Requirements

The Contractor agrees to remove the snow from the State highways and Town roads in accordance with the State of Maine snow removal law; that work on the State highways shall be done to the satisfaction of the Maine Department of Transportation, whose judgment thereon shall be final; and that work on the Town roads shall be done to the satisfaction of the Town, whose judgment thereon shall be final. The list of roads is included as an Appendix attached hereto and incorporated herein. The Town considers the Five Islands Road (State Route 127) and the Bay Point Road, the Old Schoolhouse Road, the Robinhood Road, and the Seguinland Road primary roads and all the others listed secondary roads.

The Contractor agrees to furnish equipment for plowing and sanding these roads, 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 have available by the fifth of November of each year of the contract a stockpile of sand meeting State specifications (less than 3/4" screened), mixed with at least 100 pounds of salt per yard, and sufficient for the length of roads involved. The Contractor agrees to maintain the stockpile of salted sand sufficient to bring the roads to safe passage status effective with each snow or ice storm and shall be able to provide proof of such storage upon request of the Selectmen. The Contractor shall store salted sand at a site licensed by the Maine Department of Environmental Protection.

The Contractor agrees to start road 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 on primary roads and no more than two inches on secondary roads, either from actual snowfall or from wind-blown drifting; and to commence ice removal operations at any time when icing conditions affect the ability of vehicles to maintain traction. The Contractor agrees to begin snow or ice removal when directed by the Selectmen for a specific cause.

The Contractor shall operate continuously until the roads are properly cleared of snow and ice to the outside shoulders and have been adequately treated with salted sand, whichever is appropriate for the existing conditions and in the interest of public safety. During severe storms or drifting, the Contractor shall operate plows so as to maintain two-way traffic. The roads shall be maintained snow-free in a width sufficient to permit full use of the existing roadbed and to assure, where possible, maximum ability for melting snow to run off from the roadway. The Contractor shall assure that all Town roads, primary and secondary, are brought to the same level of clearance after a storm, with full driving lanes and cleared shoulders. At the conclusion of the storm, all Town road surfaces shall be treated with salt and sand.

On days when school buses must operate, the roads in the Town over which the buses travel shall be a high priority and shall be treated as designated above, including all locations where a bus makes a turnaround. The Contractor shall be immediately available to respond to unique situations when emergency vehicles need Town roads cleared to assure the fastest response to an emergency. All Town roads shall be treated as designated at the expense of the Contractor.

The Contractor shall operate snow-removal equipment without resorting to such practices as excessive speed and shall avoid damage to private mailboxes. 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 required duties for the Town before proceeding to other contracts.

Insurance

The Contractor agrees to provide proof of 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 by October 1st of each contract year. 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.

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 road 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 roads 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 road 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 \$255,915. for the first season, \$262,350 the second, and \$272,250 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.

Additional miles of road and fractions thereof may be added at any time during the contract period at the discretion of the Selectmen. Compensation for plowing and sanding such lengths of road will be computed pro rata based on a rate of \$7500; \$7900; \$8300; respectively, per mile.

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 nor 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 shall continue 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

Town of Georgetown

Appendix to Town Roads Snowplowing Contract

Roads to be plowed and sanded (Approximately 33 miles)

The roads to be plowed and sanded under the terms of this contract are:

1. The Five Islands Road (State Highway 127) from the Arrowsic-Georgetown Bridge to the top of the hill at Five Islands Wharf.
2. The Robinhood Road from the Five Islands Road to Robinhood Marine Center.
3. The Flying Point Road from the Robinhood Road to Jamieson's driveway.
4. The Webber Road from the Robinhood Road to Partan's driveway.
5. The Jewett Road from the Webber Road to Bott's driveway.
6. The Knubble Road from the Robinhood Road to the end of Town road.
7. The Guide Board Hill Road from the Five Islands Road to Barney's driveway.
8. The Bay Point Road from the Five Islands Road to the Square at Bay Point, including the turnaround area for the school bus in the Square.
9. The Town Landing Road from the Square at Bay Point to the wharf.
10. The West Georgetown Road from the Bay Point Road to Angus Crosby's turnaround.
11. The Marrtown Road from the West Georgetown Road to Lyons's driveway.
12. The Williams Road from the West Georgetown Road to the Town turnaround.
13. The Sagadahoc Bay Road from the Bay Point Road to Kosalka's landing.
14. The Kennebec Point Road from the Bay Point Road to Sharp's driveway.
15. The First Beach Road, Ocean Avenue, and Keen Way in Bay Point.
16. The Indian Point Road from the Five Islands Road to the Loop Road, the Loop Road to the Little River Road, and the Little River Road to the Indian Point Road.
17. The Seguinland Road from the Five Islands Road to the Reid Park gate, including the turnaround area for the school bus by the park gate.

18. The Harmon's Harbor Road from the Seguinland Road to the Seguinland Road.
19. The Oak Road from the Five Islands Road to the end of the Town road.
20. The Ledgemere Road from the Five Islands Road to the turnaround.
21. The Old Schoolhouse Road from the Five Islands Road at the Five Islands Church to the Five Islands Road at the top of the hill above the Wharf.
22. The North End Road from the Old Schoolhouse Road to the end of the road at Clements's turnaround.
23. The Little Sheepscot Road from the North End Road to the bottom of the tarred hill at Lemoine's driveway.
24. The Lewis Road from the Old Schoolhouse Road to Kelly's driveway.