

# Town of Windham

Department of Public Works  
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Windham ME 04062

Doug Fortier, Director

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## SNOWPLOWING AGREEMENT

This Agreement is entered into this 15th Day of September 2016, by and between the Town of Windham, a municipal corporation, situated in the County of Cumberland and the State of Maine (hereinafter referred as "Town"), and Michael Sargent, an individual of Maine doing business as Sumerian Irrigation (hereinafter referred to as "Sumerian Irrigation").

The term of this agreement shall be for five years, from July 1, 2016 through and including June 30, 2021.

### WITNESSETH

In consideration of their mutual covenants, promises and agreements, and in consideration of the Town of Windham paying Sumerian Irrigation \$111,343.00, the total bid price for year one 2016-2017, \$114,683.29 the total bid price for year two 2017-2018, and \$118,123.79 the total bid price for year three 2018-2019, \$121,667.57 the total price for year four 2019-2020, and \$121,667.57 the total price for year five 2020-2021. The total five year agreement is \$587,485.22 for snowplowing/sanding services and other goods and value considerations, receipt of which is hereby acknowledged the said parties agree as follows:

1. Sumerian Irrigation, as identified within the Assignment of Contract and General Specifications being made part of this Agreement per Bid Specifications (exhibit 1) for Five years between the dates of, 2016-2017, 2017-2018, 2018-2019, 2019-2020, and 2020-2021 winter seasons, agrees to remove snow from and, if applicable, provide ice control and sanding services on highways and public easement within Routes #1 (exhibit 2) and #2 (exhibit 3).
2. Sumerian Irrigation will start snow removal operations when accumulating precipitation begins, or when contacted by Public Works or designee, and maintain said operation continuously to keep the roadway in a drivable condition until all are cleared, and snow banks are off the pavement and shoulders. This will include keeping the road sanded as conditions demand. All work must be done to the satisfaction of the Public Works Director or his designee.

3. Winter sand will be supplied by the Town for winter sanding purposes. Sumerian Irrigation will be furnished a key to the salt/sand storage facility and access to the Town's equipment to load said material.

4. Sumerian Irrigation will furnish adequate labor, tools, and motor driven equipment for plowing and ice control services to perform all the work required for the execution and completion of the work described in paragraphs 1, 2, and 3. Roadways must be wide enough for traffic to pass easily or as wide as possible due to obstructions. Sumerian Irrigation shall demonstrate, subject to verification by the Town that it is in possession of all equipment including but not limited to trucks, plows, wings, and sanders necessary to perform under this agreement not later than September 30, 2016 at its place of business.

5. Sumerian Irrigation will replace and/or repair any municipal property damage during the companies performance of the agreement and save the Town harmless from all loss, cost or damages caused by any company acts or those of the companies agents or employees and, in addition, will provide the Town with certificates of insurance, satisfactory to the Town, indicating that the company has Worker's compensation insurance, personal injury insurance in the amount of \$400,000.00 and adequate property damage insurance insuring the agreement or against any claim which may arise from operations under this agreement.

6. Sumerian Irrigation will perform all work required hereunder to the satisfaction of the Public Works Director, or his designee who will have the right of inspection at all times and whose approval and acceptance of the work will be a condition precedent to payment by the Town under this agreement.

7. Sumerian Irrigation will provide the Town with a performance bond or monetary escrow account in the amount of the snowplowing/sanding seasons bid by October 1 for that snowplow season of October 1 to May 1.

8. The Town of Windham will pay Sumerian Irrigation \$111,343.00, the total bid price for year one 2016-2017, \$114,683.29 the total bid price for year two 2017-2018, \$118,123.79 the total bid price for year three 2018-2019, \$121,667.57 the total bid price for year four 2019-2020, and \$121,667.57 the total bid price for year five 2020-2021 The total five year agreement is \$587,485.22 for snowplowing/sanding services and ice control services required under the agreement and verified by the Public Works Director or his designee according to the following payment schedule:

- 15 % of the agreement price on or before December 10
- 30 % of the agreement price on or before January 10
- 25 % of the agreement price on or before February 10
- 20 % of the agreement price on or before March 10
- 10 % of the agreement price on or before May 10

If there are any additions and/or deletions of highway and/or public easements by the Town to said snowplow routes, the adjustment to the agreement shall be based on mileage in accordance with the stated bid price for said route.

9. Sumerian Irrigation agrees to complete the work required herein in a thorough, workmanlike and substantial manner and to use equipment meeting any and all State and Municipal requirements, which is suitable for the purpose for which the equipment is being used or be subject to termination of the agreement and forfeiture of said payments.

10. Sumerian Irrigation will maintain a telephone during all hours at which the Town can reach them with concerns and comments. The Town will provide a mobile 2-way radio to be used by a supervisor allowing Public Works to be in direct contact during snow removal/sanding operations.

11. Sumerian Irrigation will keep the two-way radio provided by the Town in good repair and the radio will be returned in similar condition at the completion of each snowplowing/sanding season.

12. Sumerian Irrigation will not do any work not specifically provided for herein nor provide any extra work unless directed to do so in writing, signed by the Town Manager, increasing the amount to be paid to Sumerian Irrigation.

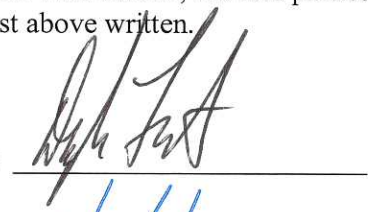
13. Sumerian Irrigation will not sublet any part of the work under this agreement or assign any monies due it hereunder without first obtaining the written consent of the Town. This agreement will insure to the benefit of and will be binding on the parties and on their respective successors and assigns. Neither party will assign or transfer its interest herein in whole or part without the written consent of the other.

14. The written terms and provisions of this agreement and its exhibits will supersede all prior verbal statements of any officer or other representative of the Town. And such statements will not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this agreement and its exhibits or the agreement documents.

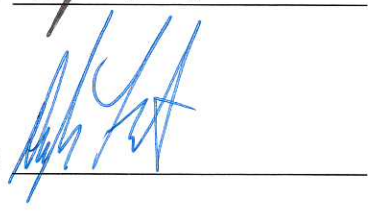
15. All requirements listed under **General Specifications** in the Snowplowing and Sanding Services Bid sheet shall be met throughout the term of this agreement.

IN WITNESS WHEREOF, the said parties to this agreement have executed the same on the date and year first above written.

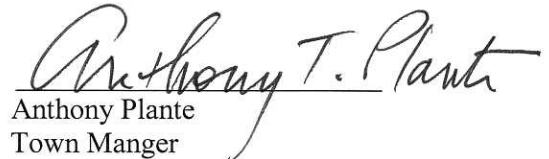
WITNESS:



WITNESS:



BY:



Anthony Plante  
Town Manger

BY:



Michael Sargent  
Sumerian Irrigation