

Town of Windham

Department of Public Works
185 Windham Center Road
Windham ME 04062

Doug Fortier, Director

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SNOWPLOWING AGREEMENT

This Agreement is entered into this _____ day of June 21, 2018 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 Adam Copp Inc., an individual of Windham, Maine (hereinafter referred to as "Contractor").

The term of this agreement shall be for three years, from July 1, 2018 through and including June 30, 2021.

WITNESSETH

In consideration of their mutual covenants, promises and agreements, and in consideration of the Town paying Contractor \$16,110.50 the total bid price for year one 2018-2019, \$16,593.83 the total bid price for year two 2019-2020, and \$16,593.83 the total bid price for year three 2020-2021, for snowplowing/sanding services for the term of this agreement, and other goods and value consideration, receipt of which is hereby acknowledged, the said parties agree as follows:

1. Contractor agrees to remove snow from and, if applicable, provide ice control and sanding services on public easements in Windham as follows: Lakeside Drive, Forest Avenue, Harrison Road, Cyprus Hill Drive, Glendale Road, James Way, Atlantic Drive, and Bruschi Road.
2. Contractor 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. Contractor will be furnished a key to the salt/sand storage facility and access to the Town's equipment to load said material.

4. Contractor 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. Contractor 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 October 31, 2018 at its place of business in Windham, Maine.

5. Contractor will replace and/or repair any municipal property damaged during the Contractor's performance of the agreement and save the Town harmless from all loss, cost or damages caused by acts of the Contractor or those of the Contractor's agents or employees; in addition, the Contractor will provide the Town with certificates of insurance, satisfactory to the Town, indicating that the Contractor has worker's compensation insurance (if applicable); personal injury, business auto, and liability insurance in the amount of \$250,000.00 and adequate property damage insurance insuring the agreement or against any claim which may arise from operations under this agreement.

6. Contractor 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. The Town of Windham will pay Contractor \$16,110.50 for snowplowing/sanding services and ice control services required under the agreement for the period July 1, 2018 through June 30, 2019, \$16,593.83 for the periods July 1, 2019 through June 30, 2020, and \$16,593.83 for the periods July 1, 2020 through June 30, 2021 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.

8. Contractor 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.

9. Contractor will maintain a telephone during all hours at which the Town can reach them with concerns and comments. The Town will provide one hand held portable 2-way radio with charger to be used by a supervisor allowing Public Works to be in direct contact during snow removal/sanding operations.

10. Contractor will keep the two-way radio provided by the Town charged and ready for operation. The radio will be returned in similar condition at the completion of each snowplowing/sanding season.

11. Contractor 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 Contractor.

12. Contractor 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.

13. 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.

14. Either party may terminate this agreement with not less than thirty (30) days written notice to the other party. Any termination between payment dates in paragraph 7 shall result in the next scheduled payment to the Contractor being prorated based on the number of days since the due date of the previous payment. This amount shall be the final payment and satisfy all terms and conditions, requests or demands for payment or any other compensation or consideration to the Contractor by the Town.

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

WITNESS: _____

BY: _____

Anthony Plante
Town Manger

WITNESS: _____

BY: _____

Adam Copp
Contractor