

AGREEMENT

I. PARTIES

This contract (hereinafter referred to as "Agreement") is made and entered into on this 21st day of February 2019, by and between the Town of Windham, a municipal corporation with a mailing address of 8 School Road, Windham, Maine 04062 (hereinafter referred to as "Town"); and Pine Tree Waste, Inc. with a mailing address of 87 Pleasant Hill Road, Scarborough, ME 04074 (hereinafter referred to as "Contractor"). In consideration of the mutual promises contained herein, Contractor agrees to perform the following services for the Town.

II. SCOPE OF WORK

In consideration of the compensation set forth herein, the Contractor shall perform the services as outlined in the Agreement between the Town and Contractor dated May 23, 2013 (hereinafter referred to as "Exhibit A").

III. COMMENCEMENT AND COMPLETION

The Contractor will commence work on or before July 1, 2019 and will complete work on or before June 30, 2020.

IV. PAYMENT TERMS

The Contractor shall submit an invoice on or about the first of each month reflecting work completed at the Contractor's unit prices as outlined in Exhibit A. The Contractor understands that the payment for completion of the services outlined in Section II shall not exceed \$51,234.66 per month, and the Contractor agrees to perform the services on that basis.

V. TERMINATION

Either party may terminate this Agreement for cause after giving the other party written notice and a reasonable opportunity to cure. The Town may terminate without

cause by giving the Contractor fourteen (14) days notice, and compensating the Contractor equitably to the termination date.

VI. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, which cannot be resolved between the parties shall be submitted to the Maine Superior Court (Cumberland County). This agreement shall be governed by Maine law.

VII. QUALIFICATIONS

The Contractor represents it holds, and will continue to hold during the term hereof any and all qualifications, licenses and certifications required to perform its services in Maine. The contractor shall perform all services in accordance with professional standards.

VIII. SUBCONTRACTORS

The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by it, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractor shall be retained on this Agreement without the specific prior written approval of the Town.

IX. INSURANCE

The Contractor shall purchase and maintain Workers' Compensation Insurance, General Public Liability and Property Damage Insurance including vehicle coverage and professional liability insurance, all with limits and terms satisfactory to the Town. The Town shall be named as additional insured on the liability policy.

X. INDEMNIFICATION

The Contractor will indemnify and hold harmless the Town, its officers, 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 Agreement by the Contractor, its officials, employees, agents and subcontractors.

XI. ENTIRE AGREEMENT

This Agreement and its attachments represent and contain the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this Agreement and its attachments are not part of this Agreement. Where there is any conflict between the provisions of this Agreement and the provisions of any attachment, the provisions of this Agreement shall control.

Date: _____

By: _____

Title: _____

Date: _____

the Town of Windham, a municipal corporation.

By: _____

Don Garrish, Town Manager