

TOWN OF LIMERICK SIDEWALK MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT is made this **12th** day of **August**, 2024, by and between the **Inhabitants of the Town of Limerick**, a municipal corporation organized under the laws of the State of Maine with a mailing address of 55 Washington Street, Limerick, ME 04048 (the "Town") and **Stone Hill Landscaping** a Maine [corporation/limited liability company] with a mailing address of **265 Stone Hill Road, Limerick, ME 04048** (the "Contractor").

In consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Scope of Work. The Contractor is being retained to **Town Sidewalk Snow Removal** as outlined in more detail in **Exhibit A** attached hereto, which is hereby incorporated into this Agreement by reference (hereinafter the "Services"). The Contractor shall be responsible for the provision of all materials and personnel required to perform the Services consistent with the terms of this Agreement.

2. Commencement and Completion Date. The Contractor agrees to commence performance of the Services on or before **October 15, 2024**, and to fully complete the Services by **May 1, 2026**, unless otherwise agreed in writing by the parties. Due to the difficulty of calculating damages for late completion of the Services, the Contractor agrees to pay liquidated damages in the amount of \$250.00 per day for each consecutive day of delay until the Services are completed to the satisfaction of the Town, which delay is caused by anything except for inclement weather.

3. Contract Price; Payment.

The Town shall pay the Contractor in accordance with the bid prices established in **Exhibit B**.

4. Guarantee. The Contractor and any subcontractors employed by the Contractor, if any, shall guarantee the performance of the Services against any defects in workmanship and materials for a period of **1 year** from the date of completion, and shall repair or replace at no cost or expense to the Town, all work, materials, and fixtures included as part of the Services at any time during said 1 year period.

5. Performance and Payment Bonds. As required by 14 M.R.S. § 871, if the Contract Price for the Services exceeds \$125,000.00, the Contractor shall furnish bonds covering faithful performance of this Agreement and payment of obligations arising hereunder in the amount of the Contract Price, issued by a bonding company licensed to do business in the State of Maine on or before the date of execution of this Agreement. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

6. Liens. Final payment under this Agreement shall not become due until the Contractor, if required by the Town, has delivered to the Town a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information, the Contractor has secured all releases and receipts for all the labor and materials for which a lien could be filed. However, the Contractor may, if any

subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Town to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Town all monies that the Town may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

7. Insurance. Contractor and its subcontractors and consultants shall obtain and maintain throughout the term of this Agreement, at no expense to the Town, the following insurance coverages through an insurance carrier licensed to do business in the State of Maine:

- a. **Commercial General Liability Insurance**, including products and completed operations liability in the amount of not less than **\$1,000,000.00**, combined single limit.
- b. **Automobile Liability Insurance** in the amount of **\$1,000,000.00**, combined single limit.
- c. **Workers' Compensation Insurance** in the amounts required by Maine law or evidence of exemption therefrom and **Employers' Liability Insurance**, as necessary and required by Maine law. In case any class of the Contractor's employees are engaged in hazardous work under this Agreement and not protected by the Maine Workers' Compensation Act, the Contractor shall provide for the protection of its employees not otherwise protected.

All insurance policies shall name the Town and its officers, agents, and employees, as additional insureds, except for purposes of Workers' Compensation Insurance, in which case the Contractor and its subcontractors may instead provide a written waiver of subrogation rights against the Town. Prior to the commencement of the Services, the Contractor (and any subcontractors) shall deliver satisfactory certificates of insurance to the Town. The Contractor must also provide written notice to the Town at least 10 days prior to the cancellation, non-renewal, material modification, or expiration of any policies, and replacement certificates shall be delivered to the Town immediately.

The Contractor shall not commence performing the Services until it has obtained all insurance coverages required under this paragraph and all insurance policies have been approved by the Town.

8. Indemnification. The Contractor shall indemnify and hold harmless the Town and its officers, agents, and employees from any and all claims, demands, loss, damages, or expenses of any nature whatsoever, which may be incurred by reason of death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Contractor, any person, firm or corporation employed by the Contractor, or any other person involved in the receipt or provision of the Services provided by the Contractor under this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Town, its officers, employees, or agents. The Contractor, at its sole expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the Town, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the Town or its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. Under no circumstances shall this

paragraph be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the Town under the Maine Tort Claims Act, 14 M.R.S. § 8101, *et seq.*, or other applicable law. The provisions of this paragraph shall survive the term of this Agreement indefinitely.

9. Assignment. This Agreement may not be assigned without the prior written consent of the Town.

10. Subcontracts. The Contractor shall not sublet any part of this Agreement without the prior written permission of the Town. The Contractor agrees that it is fully responsible to the Town for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

11. Termination. The Town may terminate this Agreement for cause by providing the Contractor with 7 days' notice of termination in writing. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the Contractor as bankrupt; the making of a general assignment by the Contractor for the benefit of its creditors; the appointment of a receiver because of the Contractor's insolvency; the Contractor's persistent or repeated refusal to supply enough properly skilled workers or proper materials to complete the Services; the Contractor's persistent disregard of federal, state, or local statutes, laws, codes, rules, regulations, orders or ordinances; and the Contractor's substantial violation of any provisions of this Agreement.

In the event of a termination for cause, the Town may take possession of the premises (if any) and all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Services are completed. If the unpaid balance of the Contract Price exceeds the expense of finishing the Services, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor by the Town. However, if such expense shall exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to the Town.

Further, the Town may terminate this Agreement for convenience upon 30 days' written notice to the Contractor, in which case, the Town shall pay the Contractor for all portions of the Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the Contractor. In the event that the Town terminates this Agreement for cause and it is subsequently determined that cause did not exist, such termination shall be deemed to be for convenience.

12. Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, the parties agree that any amounts required to be paid by the Town under this Agreement are payable by the Town from appropriation by Town Meeting each year. In the event that an insufficient amount to fund this Agreement for any contract year (if applicable) is appropriated by Town Meeting, this Agreement may be terminated by the Select Board without further obligation of the Town.

13. Independent Contractor. Contractor is an independent contractor. Nothing in this Agreement shall be deemed or interpreted to make Contractor an officer, agent, employee, or representative of the Town. Contractor shall have no authority, express or implied, to bind or commit the Town to any agreements or other obligations unless specifically authorized in writing.

Contractor understands and agrees that they and their employees are not employees of the Town and are not entitled to benefits of any kind or nature to which employees of the Town are normally entitled, including, but not limited to, unemployment compensation, workers' compensation, group health insurance, disability coverage, retirement contributions, or paid time off.

14. Remedies; Governing Law. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to its choice of law principles.

15. Severability; Construction. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties. If any provision of this Agreement conflicts with any of its exhibits, this Agreement shall control.

16. Entire Agreement. This Agreement, including any exhibits thereto, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

17. Non-Waiver. The failure to enforce, or successive failures to enforce any provision of this Agreement by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

18. Notices. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective 3 days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

Notices hereunder shall be addressed as follows:


TO TOWN: Alesha Buzzell, Administrative Assistant to Select Board
Town of Limerick
55 Washington Street
Limerick, ME 04048

TO CONTRACTOR: Stone Hill Landscaping (Nick Storer)
265 Stone Hill Road Limerick ME 04048

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

[CONTRACTOR]: Signature:

Date: 8/21/24



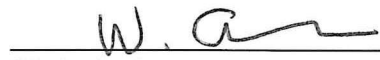
Nicholas Storer DBA as Stone Hill Landscaping

INHABITANTS OF THE
TOWN OF LIMERICK


Date: 8/12/24



John Medici




Wade Andrews



Gilbert Harris

Katie Proctor



Brady Connors

Exhibit A
Town of Limerick
Guidelines for Bidding on 2-year Contract
Snow Removal, Salting & Sanding for Main and Washington Streets Sidewalks
Snow Season 2024-2025 and 2025-2026

Performance Standards

1. Clean up of snow after every snowstorm over 2" or at Selectmen's request, from the Limerick Congressional Church UUC north approximately 692' to the transition of the Washington Street concrete sidewalk. Also an additional 20' +/- in front of 16 Main Street (Cool Stuff) including island.
2. From the intersection of Elm Street and Main Street north approximately 654' to the entrance of the Limerick Post Office

From the intersection of Main Street and Washington Street approximately 4,490' east to the intersection of Washington Street and Prospect Street.
3. All sidewalks are to be a finished width of 60" or 5' and from 5' of the sidewalk to 5' sidewalk and everything in between. Both sidewalks on Main Street are to have snow blown into a truck or trailer each storm and the removed snow is to be taken to a location designated by the Limerick Select Board.
4. Washington Street snow is to be relocated to the side of the work area. In doing so, the contractor shall use best efforts to avoid blocking driveways and walkways, or harming said property intentionally. Snow also to be relocated from the turnout at the Block dam/ pier side, better known as lake side of Route 11.
5. Clean road into the snow dump to have access for the snow removal on Main Street.
6. The contractor must complete the removal of the snow from the sidewalks no later than 8 hours after the end of the storm. The contractor agrees to provide and operate sufficient equipment.
7. The winter maintenance of sidewalks presents possibilities for causing damage to private property. Any damage caused in the performance of duties must be reported to the Select Board within 24 hours of the contractor being made aware of such occurrence.
8. The contractor and operators shall take care not to unnecessarily obstruct mailboxes, or private drives. Additionally, operators should use care to avoid damaging mailboxes during snow removal. The contractor will reimburse the Town for repair or replacement

of guard rails, guard rail posts, signs, signposts, or guard posts which are damaged by the contractor's operations under the contract if the Select Board determine that such damage could have been reasonably avoided.

Snow Removal, Salting and Sanding

1. The contractor must complete the sanding on all the sidewalks covered by the contract no later than 8 hours after the end of the storm.
2. Sanding and salting of the sidewalks shall be at the request of the Select Board.
3. Clear salt will be used to stay ahead of icy conditions when sand is inadequate to assure safe walking conditions; at the discretion of the contractor sand shall be used at certain locations.
4. The contractor agrees to furnish all equipment needed to do proper snow removal. The contractor agrees to maintain this equipment for the exclusive use in carrying out the terms of the contract. The equipment shall not exceed 10,000 lbs. of weight put onto the sidewalks.
5. The contractor agrees to provide all necessary equipment and materials and that all snow removal, salting and sanding will be done in a workmanlike manner. There will be at least eighty (80) pounds of salt applied to each cubic yard of sand and it will be the responsibility of the contractor to stockpile the necessary amount of sand and salt for the snow season. The contractor shall reimburse the Town for any fees associated with the purchase of materials made under the Town's name. The Contractor is responsible to make payment of State of Maine sales tax on the salt purchased by the Town of Limerick.
6. The contractor agrees to maintain comprehensive general liability insurance in the amount of at least One Million Dollars, (\$1,000,000.00) or any higher amount that may be established by the Maine Tort Claims Act, for personal injury, death and property damage claims which may arise from snow removal or sanding operations under the contract. The contractor also agrees to maintain automobile liability insurance for bodily injury and property damage in a minimum amount of at least One Million Dollars (\$1,000,000.00). In addition, the contractor will be required to provide a certificate of insurance and evidence of financial resources sufficient to satisfy the requirements of the Workers' Compensation Act, if applicable. The contractor agrees to ensure that all subcontractors utilized maintain the same levels of insurance, and that in all cases, the Town of Limerick, Maine is listed as an additional insured on all policies.
7. In the event that the sidewalk distance is increased or decreased, then the contract price as agreed upon shall be increased or decreased to reflect such change in measurement. At the request of either party an amended agreement for the unexpired term shall be entered into to cover any such mileage changed after the contract has been executed.

Breach of Contract

If the contractor fails to perform according to the terms of the contract at the time and in the manner specified, that failure shall constitute a breach of contract. In the event of a breach, the Select Board shall notify the contractor in writing. The contractor will then be required to perform in accordance with the terms of the contract within a reasonable time. "Reasonable

time" may vary depending on the nature of the breach, road and weather conditions. If the contractor still does not (for whatever reason) perform his/her duties in the time stated, the Town shall have the following options:

1. The Select Board may terminate the contract by sending a written notification stating the reason for termination. The contractor will be paid for all work that is satisfactorily done by that time, but the remainder of the contract money due under the contract may be used to obtain another contractor to maintain the roads.
2. The Select Board may hire a substitute contractor to plow and sand the sidewalks any time they consider it necessary. This substitution will be paid for with money from the contractors' bond / letter of credit, or from the remainder of any money due the contractor (but unearned) under the contract.

Indemnification

1. The contractor agrees to hold the Town harmless from any claim of death, bodily injury, or property damage only to the extent of the limits of the liability insurance policy the contractor is required to provide.

Bid Process

1. Snow removal, salting and sanding bid form is attached.
2. Sealed proposals must be clearly marked **Sidewalk Snow Removal, Salting & Sanding.**
- ~~3. Bids will be accepted in accordance with the conditions and specifications outlined, on or before 12 Noon on Monday, May 1st. Bids may be submitted to the Select Board's Administrative Assistant at 55 Washington Street Limerick, Maine during Monday from 1-5PM and Wednesday and Friday from 9-3PM.~~
4. The Select Board reserves the right at its sole discretion to waive any informality or irregularity in any bid, to reject any and all bids, wholly or in part, to call for rebids, to negotiate with any bidder, or to accept any bid even if that bid is not the lowest, if the Board in its discretion deems it to be in the best interest of the Town of Limerick, Maine.
5. The successful bidder must sign a contract for snow removal services with the Town of Limerick, Maine, containing the terms generally outlined in these guidelines, within five (5) business days of the awarding of the successful bid. A copy of the proposed contract is attached hereto.

**SIDEWALK SNOW REMOVAL, SALTING AND SANDING
BID FORM
Snow Seasons 2024-2025 and 2025-2026**

EXHIBIT B

I/We hereby submit our bid for the Snow Removal, Salting and Sanding the Town of Limerick per the Guidelines for bidding on a 2-year Contract as follows:

Snow season begins October 15, 2024- May 1, 2026

Price per storm for snow removal \$ 4,000.00

Price per storm for sanding \$ 500.00

Price per storm for salting \$ 500.00



ADB

Name/Company Name: Stone Hill Landscaping

Company Authorized Agent: Nicholas Storer

Mailing Address: 265 Stone Hill Road

Town/State/Zip Code: Limerick ME 04048

Contact Person: Nicholas Storer

Office Telephone Number: -

Cell Phone Number 207-206-5206

In Witness WHEREOF, the parties have executed this Agreement on the date set forth above.

Signatures

Town of Limerick, Select Board


John Medici


Wade Andrews


Katherine Proctor


Gilbert Harris


Brady Connors

Dated: 8/12/24

Contractor's Name


Nicholas Storer

DBA Stone Hill Landscaping

Nicholas Storer
Printed Name (Contractor)

Date: 8/21/24

