

**WINTER ROAD MAINTENANCE AGREEMENT
BETWEEN THE INHABITANTS OF THE TOWN OF LIMERICK
AND
STEVEN RICHARDSON d/b/a RICHARDSON TRUCKING-EXCAVATION**

This Winter Road Maintenance Agreement (this "Agreement") is made effective this first day of October, 2026, by and between the **Inhabitants of the Town of Limerick**, a municipal corporation organized and existing under the laws of the State of Maine and located in the County of York, State of Maine (hereinafter the "TOWN"), and STEVEN RICHARDSON d/b/a RICHARDSON TRUCKING-EXCAVATION, , with a mailing address of PO Box 24, Limerick, ME 04048 (hereinafter the "CONTRACTOR"). The subject of this Agreement is winter road maintenance (sanding, salting, and plowing).

In consideration of the mutual covenants and conditions contained herein, the TOWN and the CONTRACTOR agree as follows:

1. SCOPE OF WORK

- A. The CONTRACTOR shall remove ice, snow, and slush, and control ice conditions by plowing, sanding, and/or salting the TOWN ways, or portions thereof, laid out in the attached **Schedule A**. All public turnarounds on and adjacent to town roads should be considered to be a part of the town road and be cleared of ice and snow in accordance with this Agreement.

The TOWN may modify **Schedule A** by adding or deleting streets. Such changes will be communicated to CONTRACTOR as soon as is feasible. Such work must be completed subject to the satisfaction of the TOWN, and subject to the following requirements and specifications:

- a. The CONTRACTOR shall commence application of sand and salt in advance of impending snow accumulation, or in advance of expected freezing rain or other mixed precipitation and shall continue throughout the course of the storm. Clear salt shall be used to stay ahead of icy conditions when sand is inadequate.
- b. The CONTRACTOR shall scrape and treat roads at the beginning of each storm when snow is evident on the roadway(s). The CONTRACTOR shall then plow and treat at the direction of the Select Board, when the accumulation of snow reaches 2" on the roadway, and or when the storm is over. All roads to be maintained are listed on **Schedule A** of this contract.

- c. Priority Hours: The CONTRACTOR shall pay particular attention to the commuter hours, Monday through Friday during morning hours 4:00 a.m. to 8:00 a.m. and evening hours from 3:00 p.m. to 7:00 p.m., and complete work to ensure that all roads listed on **Schedule A** are kept clear during these hours. These hours will require a higher level of service in the form of shorter plowing cycle times and additional material usage if needed.
- d. The CONTRACTOR shall pay particular attention to the sanding and salting of hills, curves and intersections, and apply extra material to such locations when necessary.
- e. The CONTRACTOR shall give attention to the melting action of accumulated snow so as to remove any and all slush (30%-melted snow and ice pack in center of roadway) as soon as possible to prevent re-freeze.
- f. The CONTRACTOR shall reduce high banks with wings to avoid snow fence action that increases drifting. High banks at intersections shall be kept low enough and far enough back for traffic to see clearly in all directions.
- g. The CONTRACTOR shall exercise care to avoid obstructing and/or damaging mailboxes, or private drives.
- h. The CONTRACTOR shall clear snow and/or ice from all speed signs, stop signs, and other roadway signage as necessary.
- i. During severe storms, icing, or drifting, the CONTRACTOR shall operate plows and spreaders so as to maintain two-way traffic. Immediately after the extreme conditions subside all snow and ice shall be removed to the outside of the shoulder of the roadway.
- j. The CONTRACTOR shall be responsible for keeping all Town roads and intersections pushed back and shelved during the contract timeframe within 24 hours after the end of the storm. Completed plowing widths shall not be less than eighteen (18) feet anywhere. Widening shall be done after storm has abated and during daylight if possible. Every effort should be made to do this work in one operation, thus avoiding the repeated piling of windrows at driveways and intersections.
- k. The CONTRACTOR must be able to communicate with all of the CONTRACTOR'S drivers at all times during the winter seasons (October 1 through April 30 of each year) for the duration of this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement shall be for one (1) winter season (October 1, 2026 through April 30, 2027) (the "Initial Term"). This Agreement shall automatically renew for up to two (2) additional terms of one (1) winter season each (each a "Renewal Term"), at the sole and exclusive option of the TOWN, unless the TOWN provides the CONTRACTOR written notice of termination of the Agreement at least thirty (30) days prior to the date of the automatic renewal.

3. INDEPENDENT CONTRACTOR

The Parties agree that the CONTRACTOR, and any agents, employees, and subcontractors of the CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity, as independent contractors or the agents or employees of an independent contractor, and not as officers, employees, or agents of the Town of Limerick. Any personnel needed to fulfill the obligations of this Agreement shall be employed by the CONTRACTOR or its subcontractor, each of which shall be solely responsible for complying with all applicable state and federal laws, including but not limited to, worker's compensation, worker safety, and minimum wage. As an independent contractor, the CONTRACTOR and its subcontractors shall also be responsible for maintaining equipment in a safe, operable, and legal condition.

CONTRACTOR shall have no authority, express or implied, to bind or commit TOWN to any agreements or obligations.

4. DAMAGE TO TOWN PROPERTY

The CONTRACTOR shall be responsible to the TOWN for the costs of repair and replacement of any and all TOWN property damaged as a result of CONTRACTOR's actions, including but not limited to guard rails, guard rail posts, signs, signposts, or guard posts and the salt and sand shed. The TOWN reserves the right to withhold payment to the CONTRACTOR to the extent of the TOWN's actual costs incurred to repair or replace any such damage.

The CONTRACTOR shall report any damage caused in the performance of duties to the Select Board within 24 hours of being made aware of such an occurrence.

5. SAND & SALT STORAGE, MAINTAINANCE AND INVENTORY

- A. All sand and salt required by this Agreement shall be paid for by the CONTRACTOR. It will be the responsibility of the CONTRACTOR to stockpile two thousand (2,000) yards of sand/salt mix no later than October 1, 2026 and maintained throughout the season. The CONTRACTOR will maintain, by restocking, sixty (60) tons of salt in the Town Salt Shed located on Doles Ridge Road, at all times, between October 15th through April 15th each year. The CONTRACTOR shall reimburse the Municipality for any fees associated with the purchase of materials made under the Municipality name, this includes paying the State of Maine sales tax on the salt purchased by the CONTRACTOR.

- B. CONTRACTOR shall be responsible for labor and equipment required to load all necessary materials at the CONTRACTOR's salt and sand stockpile, which shall be maintained and replenished by the CONTRACTOR during the period of this Agreement. The CONTRACTOR shall ensure the salt and sand shed is closed immediately following CONTRACTOR'S loading of materials and cooperate with the TOWN to keep the shed closed during snow and ice events when trucks are not being loaded. All material spreaders must be in good operating condition and need to be adjustable to spread material efficiently.
- C. CONTRACTOR shall only use said sand and salt provided for the TOWN to fulfill its obligations under this Agreement. Any use of said sand and salt for any other purpose shall be expressly prohibited.

6. EQUIPMENT

- A. CONTRACTOR shall be responsible for supplying all usual and necessary equipment within sixty (60) days from the signing of this Agreement, including but not limited to a minimum of: three (3) large trucks that are 26,000 lbs. GVW or greater, equipped with highway blades, wings, and sanders with capacity of five to seven yards; one (1) truck that is 54,000 GVW equipped with a highway blade, scraper blade, wing, and sander; access to a grader; three (3) small plow trucks with at least $\frac{3}{4}$ ton capacity and reversible blades; and one (1) loader for sand, salt, and pushing back or removing snow at intersections and bridge abutments, all of which shall be in good and operational condition.

A complete list of all equipment and their assigned routes shall be provided by CONTRACTOR and attached to this Agreement as **Schedule B**. The CONTRACTOR shall promptly notify the TOWN of any changes to the equipment schedule.

- B. All such equipment shall, at all times, be maintained in conformance with applicable standards imposed by all state and federal laws and regulations, including but not limited to the Maine Department of Transportation. All trucks with salt spreaders will need solid (non-mesh) load covers to keep salt and sand as dry as possible. The TOWN reserves the right to inspect all equipment and to require the repair or replacement of any equipment that it reasonably determines is unsafe or unsuitable for its purpose.

7. PERFORMANCE BOND

Prior to each winter season during the term of this Agreement, the CONTRACTOR shall furnish the TOWN with a performance bond, which shall be renewed annually, in the amount of one-hundred 100% of the annual contract price within (45) forty-five days of the bid award. Failure to maintain such performance bond shall constitute a breach of this Agreement. The performance bond shall authorize the TOWN to submit a call for funds in the event that the CONTRACTOR fails to complete satisfactorily services required under this

Agreement and the TOWN is required to hire another contractor to provide such services.

8. INSURANCE

- A. The CONTRACTOR and its subcontractors 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** in the amount of not less than One Million Dollars (\$1,000,000), combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by the CONTRACTOR or by any subcontractor or by anyone directly or indirectly employed by them.
 - b. **Automobile Liability Insurance** in the amount of not less than One Million Dollars (\$1,000,000), combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the TOWN from claims and damages that may arise from operations under this Agreement, whether such operations be by the CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.
 - c. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, the CONTRACTOR shall provide for the protection of its employees not otherwise protected.
- B. All such insurance policies shall name the TOWN and its officers, agents, and employees, as additional insured, except that for purposes of workers' compensation insurance, the CONTRACTOR and its subcontractors instead may provide a written waiver of subrogation rights against the TOWN. The CONTRACTOR, prior to commencement of any work under this Agreement, and any of its subcontractors, prior to commencement of work under any subcontract, shall deliver to the TOWN certificates satisfactory to the TOWN evidencing such insurance coverages, which certificates shall state that the CONTRACTOR and its subcontractors must provide written notice to the TOWN at least ten (10) days prior to the cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the TOWN prior to the effective date of cancellation, termination, material modification, or expiration of any such insurance policy. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance coverages required under this subparagraph and such insurance policies have been approved by the TOWN, nor shall the CONTRACTOR allow any of its subcontractors to commence work on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the TOWN. All such insurance policies

shall have a retroactive date which is the earlier of the date of this Agreement or the CONTRACTOR's commencement of work thereunder.

- C. The CONTRACTOR shall provide the TOWN with a list of any subcontractors who will perform services under this Agreement, along with proof of insurance as stated above for each of them. The CONTRACTOR shall promptly notify the TOWN if any subcontractors are added during the term of this Agreement and shall provide proof of insurance for each subcontractor. It will be the responsibility of the CONTRACTOR and subcontractors to provide updated insurance certification as they expire or change.

9. INDEMNIFICATION

The CONTRACTOR shall defend, indemnify, and hold harmless the TOWN, its officers, agents, and employees against any and all liabilities, causes of action, judgments, claims or demands, including attorneys' fees and costs, for personal injury (including death) or property damage arising out of the performance of obligations under this Agreement by CONTRACTOR, its subcontractors, agents or employees.

Under no circumstances shall the provision of indemnification by either party under this Agreement be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the Client under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., or other applicable law. The provisions of this Section shall survive the term of this Agreement indefinitely.

10. BILLS AND CLAIMS

The CONTRACTOR shall be responsible for all expenses necessary to perform its obligations under this Agreement, including salt and sand and electricity at the salt shed, throughout the term of this Agreement.

11. STANDARD OF PERFORMANCE

The CONTRACTOR will perform the services provided for herein to the satisfaction of the TOWN, who shall have the right of inspection at all times and whose approval and acceptance of the said services shall be a condition precedent to payments from the TOWN under this Agreement. In the event of any dispute as to the amounts, nature, or scope of the services required under this Agreement, the decision and judgment of the TOWN shall be final and binding. Failure of the CONTRACTOR to abide by the TOWN's direction in this regard shall constitute a breach of this Agreement, governed by Section 12, below.

12. BREACH OF CONTRACT

If the CONTRACTOR fails to perform according to any of the terms or conditions of this Agreement at the time and in the manner specified, such failure to perform shall constitute a breach of contract.

- A. **Notice of Breach.** In the event of a breach, the Select Board shall immediately give written notice to the CONTRACTOR and order it to cure the breach within a reasonable time. If the CONTRACTOR fails or refuses to cure within the time specified by the Select Board, the TOWN shall have the following remedies, in addition to any other remedies available at law or equity.
- (1) The TOWN may verbally terminate the agreement with immediate effect, followed by sending a written notice of termination to the CONTRACTOR.
 - (2) With or without termination, the TOWN may hire a substitute contractor to perform the CONTRACTOR's duties and obligations for any period of time.
 - (3) The TOWN may deduct and withhold any amount due to the CONTRACTOR for prior work and apply that amount to any cost incurred by the TOWN as a result of the termination or substitution.
- B. **Measure of Damages.** In the case of either termination, substitution, or both, the CONTRACTOR shall pay the TOWN for all the reasonable expenses it incurs to complete the CONTRACTOR's obligations and duties under this Agreement plus any incidental and consequential damages suffered by the TOWN as a result of the breach and the substitution or termination, including but not limited to, any attorney's fees incurred by the TOWN to enforce this Agreement and costs to provide for substitution or termination.
- C. **Remedies Cumulative.** The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use of another.

13. NON-APPROPRIATION

Notwithstanding any other provision of this Agreement, the parties agree and understand that the Agreement price is payable from appropriation made by Town Meeting each year. In the event the Town Meeting fails to appropriate a sufficient amount to fund this Agreement for a contracted year, this Agreement may be terminated by the Select Board without further obligation of the Town. In such an event, the Select Board shall certify to the Contractor that sufficient funds have not been appropriated to meet the obligations of the Agreement. Such certification shall be conclusive upon both parties.

14. INTEGRATION, SEVERABILITY, JURISDICTION

This Agreement, together with all Schedules referred to herein, are intended by the Parties to integrate all prior discussions and writings, including memoranda and e-mail messages, term sheets, and similar expressions of intent into a single, complete statement of the understandings of the Parties with respect to the matters covered by this Agreement and the documents

referred to in it. Accordingly, the Parties agree that this Agreement supersedes all prior agreements and understandings between the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. If any provision of this Agreement is declared by a court of competent jurisdiction to be void or unenforceable, the rest of the Agreement shall continue to be valid and effect. This Agreement is made and shall be construed under the laws of the State of Maine without regard to conflict of law rules. The parties shall attempt to resolve any dispute arising from this Agreement first by informal negotiation and then by non-binding mediation. In the event that a dispute is not resolved through mediation, either party may pursue litigation. Except as otherwise expressly agreed to by the parties in writing, exclusive venue for any civil action shall be in Maine Superior Court (York County).

15. NOTICE AND CONTACT

The following persons shall be available and authorized to accept notices (written or oral), calls and orders:

CONTRACTOR: Steven Richardson D/B/A Richardson Trucking-Excavation

Mailing Address: PO Box 24

Limerick, ME 04048

Business/Cell Phone: 207-432-9215 Email: propector342003.sr.sr@gmail.com

Emergency Phone: 207-432-9215

TOWN:

Select Board's Office Phone: 207-793-4475

Emergency phone:

Name: Howard Burnham, Select Board Chair

Phone: 207-806-7439

Lori Harmon, Select Board Vice-Chair

207-806-7823

A representative of the CONTRACTOR shall be immediately available by telephone to the TOWN twenty-four (24) hours per day throughout the snow season commencing October 1st and ending April 30th of the Agreement years. It shall be the responsibility of the CONTRACTOR to provide the TOWN with all telephone numbers necessary to ensure such availability.

16. RECORDS

The CONTRACTOR shall furnish a list of all the names of personnel performing under this Agreement. During the term of this Agreement, if this list of CONTRACTOR's personnel should

need to be changed, the change shall be submitted immediately to the Select Board.

17. PAYMENT SCHEDULE PER YEAR

The Town of Limerick will make payments in accordance with the following schedule (Payments will be made the first warrant of the month of payment):

MONTH OF AGREEMENT	AMOUNT
October (10%)	\$40,000.00
November (20%)	\$80,000.00
December (20%)	\$80,000.00
January (20%)	\$80,000.00
February (15%)	\$60,000.00
March (10%)	\$40,000.00
April (5%)	\$20,000.00
TOTAL	\$400,000.00

This schedule of payments may be modified in the event of a breach of contract (see Section 12).

In the event the TOWN requires the addition of a road or portion of a road during the winter season that was not originally contemplated in **Schedule A**, the cost to the TOWN shall be \$0.00 per mile. The TOWN will divide these additional payments evenly between the remaining months of the winter season.

18. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original and together shall constitute one and the same instrument. The counterparts may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

[Signatures to Follow]

In witness whereof, the parties or their duly authorized agents execute this Agreement on this

4th Day of August, 2026.

CONTRACTOR Company: Richardson Trucking & Excavation

CONTRACTOR Signature:

Cowley Alexander

Witness

Steu Richardson

Contractor

Town of Limerick Select Board:

Cowley Alexander to all Howard H. Burnham

Witness

Howard Burnham, Chair

Witness

Lori Harmon

Lori Harmon, Vice Chair

Witness

W. Andrews

Wade Andrews

Witness

Brady Connors

Brady Connors

Witness

Gerald Gilpatrick

Gerald Gilpatrick

SCHEDULE "A"
LIST OF TOWN ROADS AND WAYS
FOR PLOWING OF TOWN ROADS BIDS

Name	Snow Plowing Mileage
Allaire Drive	1.0
Burbank Street	.048
Burnham Road	1.560
Business Park Road	.50
Cannon Hill Road	.332
Carroll Lane	.830
Chamberlain Road	.101
Clark's Bridge Road	.060
Coffin Hill Road (Beyond Prokey Drive)	.0189
Coffin Hill Road (From Emery Corner)	.790
Coffin Hill Road (From Norton Road)	.056
Cram Road	1.074
Cross Street	.054
Dog Road	.5
Dole's Ridge Road	2.764
Dora Lane & Hillview	.369
DuBourdieu Road & Middle Road	1.000
Emery Corner Road	1.990
Emma's Way	.100
Enterprise Road	1.710
Foss Road	3.850
Francis Lane	.072
Hamilton Way	.400
Henry Lane	.083
John & Marie Drive	.173
Johnson Road	.540
Leavitt Brook Road	.217
Locust Hill	.105
Lombard Hill Road	.840
Moffett Road	.0625
Nason Road	.110
New Dam Road	.804
Norton Road	.100
Owl's Hill Road	.237
Park Street	.130
Patterson Road	1.564
Pickerel Pond Road	.844
Pine Street	.063
Prospect Street	.139
Quarry Road	2.480
Range E Road	3.092
Rohr Road	.559
Route 160 (Parsonsfield)	2.870

Sedgely Road	.540
Smith Road	.220
Staples Hill Road	.050
Stone Hill Road	2.200
Teri Drive	.20
Thyng's Corner Road	.530
Town Farm Road	.108
Watson Hill Road	1.486
Wescott & Maple Streets	.375
Whitely Road	.285
Winn Griffith	.114
Woodridge Drive	.110
Tufts Road	.20

Total Mileage	42.201
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Distances above are approximate. It is the Bidder's responsibility to verify all distances before bidding.

SCHEDULE B
Equipment

