

TOWN OF LIMERICK

Snow Removal and Sanding Contract

EXHIBIT B

This agreement between the Town of Limerick and **R.C. Richardson Jr.** herein referred to as the contractor, with a principal place of business at **263 Elm Street, Limerick ME 04048** and a phone number of **207-432-6579** is for the snow removal and sanding at all Town owned properties including: the Municipal Building, Limerick Sanitation and Recycling Center and Limerick Fire Station, the Sokokis Boat Launch, Grange Hall and Overlook, Brick Town Hall-Fire Building inclusive of rear steps, walkway and parking lot.

Contract Period

This contract shall be for a period of 3 (three) years commencing with the snow season beginning **October 25, 2022, and ending May 1, 2025**

Contract Amount

The Select Board and the contractor agree that the contract price for snow removal and sanding, per storm will be **\$3900.00, (three thousand nine hundred)** for all three years of the contract and including piles of snow at driveway entrances per the Select Board's request.


The Select Board and the contractor agree that the contract price for **sanding services only** will be as follows for all three years of the contract:

Municipal Building:	\$275.00
Brick Town Hall-Fire Building:	\$175.00
Grange Hall:	\$75.00
Limerick Sanitation & Recycling Center:	\$350.00
Limerick Fire Station:	\$225.00
Sokokis Boat Launch:	\$200.00
Overlook:	\$225.00

The maximum amount paid for sanding services only will be **\$1525.00**

Method of Payment

Contractor to be paid **\$3900.00** per storm.

Initial: Town  Contractor R.C.R. Jr.

Scope of Work- EXHIBIT A

Snow removal shall begin when the snow accumulation is 2 inches regardless of the time of day or night, including weekends and holidays. Work shall proceed with reasonable promptness and speed.

Remove snow from all paved areas and, when appropriate, sand all paved areas at the Municipal Building, Limerick Sanitation and Recycling Center and Limerick Fire Station, the Sokokis Boat Launch, Grange Hall, Overlook and Brick Town Hall including **FIRE ESCAPES**.

The contractor shall furnish all necessary equipment, materials, and labor to perform all work pertaining to these specifications. All vehicles must be registered and insured. Copies of the registrations and a Certificate of Liability Insurance, naming the Town of Limerick as Certificate Holder, must be submitted to the Select Board's office by November 15, 2022.



The Contractor shall have in force, throughout the life of the contract, a minimum of One Million Dollar (\$1,000,000.00) liability insurance. If the Contractor uses employees other than himself or immediate members of his family, or any other person(s), the Select Board must be notified and give approval. Workers Compensation Insurance, as prescribed by Maine State Law, must be obtained by the Contractor. If the contractor does not have workers compensation insurance, they must have a Predetermination Certificate (WCB-266) from the State of Maine Workers' Compensation Board. This form may be found on the Town of Limerick/Treasurer web page.

Snow removal and sanding services shall not be subcontracted without express written authority from the Limerick Select Board.

Special considerations:

Municipal Building: The entire width of driveways (entrance and exit roadways) and the entire parking lot out back shall be plowed and sanded as necessary, as determined by the contractor and additionally, whenever determined necessary by the Select Board. Walkways, entrances, steps, vault entrance and the black mailbox shall be kept shoveled and always sanded so as to ensure public safety, including (2) basement windows used for emergency fire exits. Snowbanks behind the building will be pushed back so snowmelt does not run into parking area and freeze.

Brick Town Hall-Fire Building: The entire width of the front of the Brick Town Hall- Fire Building doors and entire parking lot out back shall be plowed and sanded as necessary, as determined by the contractor and additionally, whenever determined necessary by the Select Board. Additionally, Brick Town Hall-Fire Building steps on side of building and walkway from parking lot will be kept shoveled and always sanded to ensure safe public access to the building. The base of the fire escape must remain clear. Snow from the roof must be cleared from Burbank Street when it slides off. Handicap ramp must be shoveled, salted, and sanded. End of ramp must be plowed for parking.

Initial: Town  Contractor 

Grange Hall: The entire width of the front of the Grange Hall shall be plowed and sanded as necessary, as determined by the contractor and additionally, whenever determined necessary by the Select Board. Steps will be kept shoveled and always sanded to ensure safe public access to the building. Snowbanks must be pushed back after each storm.

Limerick Sanitation & Recycling Center: The entire width of the roadway and entire recycling lot shall be plowed and sanded as necessary, as determined by the contractor and additionally, whenever determined necessary by the Select Board. Special attention will be given to areas that access the recycling bins, white metal area, tire disposal area, brush disposal area, etc. Snow must be pushed over all area banks as much as possible. Snow must also be pushed around bins and access areas as per the Transfer Station Manager. Step and doors will be kept cleared and sanded. Snow must be kept pushed back at gate entrance to keep site distance clear for oncoming traffic. Remove snow from the Take-it-Shop when it falls off the roof followed by salting and sanding.

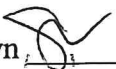
Limerick Fire Station: The parking lot across from the station shall be cleared at the end of the storm and may be plowed once during the storm or as the contractor sees fit. Steps to the Fire Station will be kept shoveled and sanded as warranted or directed by the Select Board to ensure safe public access to the building. Snow must **never** be pushed onto abutting property. Snow from both sides of the Fire Station needs to be removed when build-up occurs so the metal siding on the building does not buckle. Keep the snow cleared to the fire escape and oil tank.

Sokokis Overlook: The **entire** parking area on Route 5 including the entrance and exit roadways, shall be plowed, and sanded as necessary, snowbanks should be pushed back as determined by the contractor and additionally, whenever determined necessary by the Select Board.

Sokokis Boat Launch: The entire parking area of the boat launch including the (entrance and exit roadways), shall be plowed and sanded as necessary, and snowbanks will be pushed back as determined by the contractor and additionally, whenever determined necessary by the Select Board. Leave some snow on the left side for snowmobile parking.

At the discretion of the Select Board, when the plowed snow reaches an amount of safety concerns, the contractor will remove and dispose of such snow at the transfer station snow dump.

It will be necessary to sand the paved areas at the Municipal Building, Brick Town Hall-Fire Building, Limerick Fire Station, Grange Hall and the roadway and graveled areas at the Limerick Sanitation & Recycling Center at sufficient intervals during the winter to provide safe access to all such areas. The Select Board may request that sanding be done at more frequent intervals.

Initial: Town  Contractor R.C.R. Jr.

Damage to structures or other appurtenances or vehicles located at the Municipal Building, Brick Town Hall-Fire Building, Limerick Fire Station, Grange Hall or Limerick Sanitation & Recycling Center caused by the Contractor or his employees, as determined by the Select Board, shall be charged to the Contractor.

No steel or other treads which will mutilate the paved areas at the Municipal Building, Brick Town Hall-Fire Building or Limerick Fire Station are to be used.

The Select Board may terminate the contract at any time for just cause, including but not limited to unsatisfactory performance, by sending written notification to the contractor stating the reason for termination. In the event of such termination, the Select Board may deduct from any outstanding amounts billed any costs of correction of unsatisfactory performance, including but not limited to hiring an alternative provider of services covered by this contract. The Select Board may terminate the contract without cause with thirty (30) days prior notice to the contractor. In the event of a termination that is without cause, the Town shall reimburse the contractor for all work performed up to the date of the notice of termination.

In Witness whereof the parties herein execute this Contract on 10/24/2022,

Limerick Select Board

Witness Albha D. B...

John Medici
John Medici, Chair

Katherine Proctor
Katherine Proctor

Wade Andrews
Wade Andrews, Vice Chair

Ron Smith Jr.
Ron Smith Jr.

Gilbert Harris
Gilbert Harris

Witness Albha D. B...

R.C. Richardson Jr.
Contractor

Initial: Town [Signature]

Contractor R.C.R. Jr.

TOWN OF LIMERICK
TOWN PLOWED.PROPERTIES SERVICES AGREEMENT

THIS AGREEMENT is made this 25th day of October 2022, 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 R.C. Richardson, a Maine [corporation/limited liability company] with a mailing address of 263 Elm Street

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 Plowed Properties** 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 25, 2022, complete the Services by May 1, 2025 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.

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:

R.C. Richardson
263 Elm Street
Limerick ME 04048

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

[CONTRACTOR]:

R.C. Richardson Jr.

It's 10-26-22, duly authorized

**INHABITANTS OF THE
TOWN OF LIMERICK**

John Medici

John Medici, Select Board Chair

Wade Andrews

Wade Andrews, Select Board Vice-Chair

Ron Smith

Ron Smith

Katie Proctor

Katie Proctor

Gilbert Harris

