

WINTER ROAD MAINTENANCE AGREEMENT BETWEEN THE INHABITANTS OF THE TOWN OF LIMERICK AND CESSARIO CONTRACTING SERVICES

This Agreement is made this 18th day of April 2023 by and between the **INHABITANTS OF THE TOWN OF LIMERICK**, a Maine municipal corporation located in the County of York, State of Maine (hereinafter referred to as the "Town"), and Cessario Contracting Services (corporation/limited liability company) with a principal place of business at 30 Lucier Lane Limerick, ME (hereinafter referred to as the "Contractor").

WHEREAS, the Town, acting through its Board of Selectpersons (hereinafter referred to as the "Board"), issued a request for proposals dated April 10, 2023, by which it sought proposals for snow removal services, a copy of which is incorporated into this Agreement as Exhibit A; and

WHEREAS, the Contractor submitted a written proposal dated April 10, 2023, in response to the Town's RFP (hereinafter referred to as the "Proposal"), a copy of which is incorporated into this Agreement as Exhibit C; and


WHEREAS, the Town wishes to engage the Contractor to serve as the Town's snow removal contractor, subject to the terms of this Agreement and its Exhibits A, B, C and D; and


NOW, THEREFORE, in consideration of their mutual promises and covenants, the parties agree as follows:

1. **Services to be provided.** The Contractor shall be responsible for the removal of snow, slush, and ice and for sanding and salting of those roads designated on the attached Exhibit D, in the manner further described in Section 8, below. The Contractor acknowledges that the number of miles covered by this Agreement on the date of its execution is approximately 39.735 miles. In the event that the mileage for roads covered by this Agreement is increased or decreased from this amount during the term of this Agreement, then the contract price shall be decreased or increased to reflect such change. Any such change shall be set forth in a written amendment to this Agreement that is signed by both parties.

2. **Term of Agreement; annual appropriation required.** This Agreement shall be for a three-year period, commencing on April 18, 2023 and ending on May 1, 2026. This Agreement is subject to annual Town Meeting appropriation, as set forth in Section 15 of this Agreement.

3. **Equipment.** The Contractor shall be responsible for furnishing adequate and satisfactory vehicles, machinery, and equipment to perform all work required by this Agreement in a safe and efficient manner. The Contractor shall also be responsible for maintaining its equipment in a safe and operable condition and in compliance with all applicable laws. In the event that the Contractor engages any subcontractors, the Contractor shall require that those subcontractors meet all requirements of this Agreement, including the maintenance and operation of any equipment provided by the subcontractor. All equipment utilized in the provision of services under this Agreement shall be inspected, insured and registered as required by Title 29-A of the Maine Revised Statutes. The Contractor shall be responsible for all costs of

Initial: Contractor: 

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maintenance, repair, insurance, registration and inspection of equipment. Prior to September 1 of each year, the Contractor shall provide to the Board a list of all equipment to be used in performance of the services required under this Agreement. In addition, the Contractor shall provide evidence of title to the equipment or current rental or lease agreements for the equipment, evidence of State inspections, and copies of current registrations. The Board shall review the list and may inspect the equipment to determine its adequacy. The Board can reject any equipment that it determines to be inadequate and the Contractor shall be responsible for required repairs or replacement of any rejected equipment. Once the Board has determined that the equipment on the list is adequate, the Contractor must notify the Board of any changes to the list, including additions of equipment. Such additions must include the same information required for the original list and are also subject to review and inspection by the Board.

4. **Personnel.** The Contractor shall be solely responsible for providing all personnel required to safely operate the equipment and to perform the services required by the terms of this Agreement and for determining that any drivers have the proper license classification required for the equipment being operated. The Contractor shall provide to the Board a list of drivers at the same time that the equipment list is provided. The list shall include the drivers' names and license numbers. The Town reserves the right to reject any driver if their driving record supports a rejection. In such a case, the Contractor shall be given additional time to submit a different driver's information. Personnel providing services under this Agreement shall either be employees of the Contractor or subcontractors. If employees of the Contractor are providing services, the Contractor shall be solely responsible for complying with applicable state and federal laws, including but not limited to, worker's compensation and minimum wage requirements.

5. **Independent contractor status.** Nothing in this Agreement shall be construed as creating an employment relationship between the Town and the Contractor or any of its officers, agents, employees or subcontractors, who shall not represent themselves as employees, officers or agents of the Town.

6. **Insurance.** During the term of this Agreement the Contractor shall provide and maintain the following insurances:


a. Comprehensive General Liability Insurance in a minimum amount of One Million Dollars (\$1,000,000.00), combined single limit, covering any and all claims of bodily injury, death, or property damage arising out of the performance of this Agreement.

b. Automobile Liability Insurance for bodily injury and property damage in a minimum amount of One Million Dollars (\$1,000,000.00), combined single limit. Such insurance must be provided for all vehicles utilized the provision of services under this Agreement, regardless of whether they are owned by the Contractor.

c. Worker's Compensation Insurance as required by Maine law.

The Town shall be named as an additional insured, with any required endorsement on the policy, on all insurances other than Worker's Compensation coverage. In the event that

Initial: Contractor: 

BOS Chairman: 

g. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. Immediately after extreme conditions have subsided, snow will be removed to the outside shoulders of the highways. Widening shall be done after the storm has abated and during nighttime hours to the extent possible.

h. The Contractor must have supervisory personnel or radio-equipped vehicles situated so that messages can reach the plowing and sanding vehicles within a half hour period. The Contractor will follow the Maine Department of Transportation's methods and precautions of plowing and sanding including operating at reasonable plowing speeds. Care will be taken not to unnecessarily obstruct mailboxes or private drives. Additionally, the Contractor and any employees or subcontractors should use care to avoid damaging mailboxes when plowing. The Contractor will reimburse the Town for repair or replacement including but not limited to, guard rails, guard rail posts, signs, sign posts, or guard posts that are damaged by the Contractor's operations under the contract if the Road Commissioner determines that such damage could have been reasonably avoided.

i. The Contractor shall respond immediately in case of an emergency when called upon at the request of the Board, Road Commissioner, Sheriff's Office, State Police, or Fire Department/EMS. The Contractor will provide, in addition to the radio equipment for each vehicle, proper telephone, cellular phone, and pager numbers to the Board, Road Commissioner, Sheriff's Office, State Police, and Fire Department/EMS.

j. All intersections will be pushed back, and the snowbanks will be kept low enough to always ensure visibility and snow shall be removed if necessary to ensure visibility.


k. All bridge, bridge abutments and town turnarounds will be kept free of snow at all times.

l. Snow shall be pushed back with wings or blades as far as equipment can reach while still maintaining a secure footing, except in built-up sections and areas within a narrow right of way.

m. All speed signs, stop signs, etc. shall be cleared of snow and/or ice. High banks shall be brought down with wings to avoid snow fence action that increases drifting of snow. High banks at intersections shall be kept low enough and far enough back for traffic to see clearly in all directions.

n. The Contractor will maintain at all times and shall replace after use at least sixty (60) tons of salt in the Town salt shed located on Doles Ridge Rd., from October 15th through April 15th for each year of the Agreement. The Contractor agrees to provide all necessary equipment and materials and that all plowing, salting and sanding will be done in a workmanlike manner, so as to permit the free flow of traffic over said highways and roadways. There will be at least one hundred (100) pounds of salt applied to each cubic yard of sand and it will be the responsibility of the contractor to stockpile two thousand (2,000) yards of sand/salt mix. The Contractor shall reimburse the Town for any fees

Initial: Contractor: 

BOS Chairman: 

subcontractors are utilized in the provision of services, the Contractor is responsible for determining that each subcontractor has proper insurance coverage and shall provide the Board with evidence of such coverage. The Contractor shall submit evidence all required insurance prior to the commencement of work under this Agreement and prior to the commencement of work each succeeding year. The Contractor shall be responsible for notifying the Board at least 30 days prior to cancellation, nonrenewal, material modification or expiration of any policies. Evidence of replacement policies shall be provided to the Town prior to the expiration of the 30-day period. The Contractor is also responsible for requiring that any subcontractors who are not covered by the Contractor's insurance provide to the Town evidence of the required coverages under the Agreement, including naming the Town as additional insured. No subcontractor will be allowed to perform services without such insurances.

7. Indemnification. The Contractor agrees to indemnify and hold harmless the Town, its agents, officers and employees for any and all liability resulting from the performance or from any other acts or omissions of the Contractor or its employees or subcontractors, including reasonable attorney's fees and costs of litigation incurred. This obligation of indemnification shall survive any termination, extension or amendment of this Agreement.

8. Required services. The Contractor shall complete the following services to the standard specified below:

- a. Sanding and salting of all roads shall commence in advance of snow accumulation, or in advance of the beginning of 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. Clearing of snow shall begin any time snow accumulation reaches two (2) inches on any road covered by this Agreement. Once snow accumulation reaches this point, Contractor shall clear the road network specified in Exhibit C once every 5 hours, until snow stops accumulating.
- c. When the snow begins accumulating the Contractor shall begin plowing and continue plowing until roads are cleared to the outside edge of the road shoulders. Only at the specific instructions of the Board shall roads be cleared beyond the outside edges of the shoulders, and only when necessary to permit proper surface drainage. To minimize drilling and provide storage for future storms, the snow banks at the outside edge of the road shoulder shall be "winged back."
- b. Removal of snow, slush or ice shall continue until all areas are cleared of all such snow, slush or ice.
- e. Completed plowing widths shall not be less than eighteen (18) feet wide. Snow shall be removed from the entire paved width of all roads and intersections covered by this Agreement.
- f. Salting, sanding, and removal of snow shall be completed by following a route that allows the Contractor to complete all such work in no more than five (5) total hours.

Initial: Contractor: JC

BOS Chairman: UP

associated with the purchase of materials made under the Town's name, including but not limited to paying State sales tax on the salt purchased by the Town.

o. The Contractor shall be responsible for timely payment of the electric bill for the power servicing the salt shed.

9. Performance bond or irrevocable letter of credit. The contractor shall furnish the Town with either an irrevocable letter of credit or a performance bond, which shall be renewed annually, in the amount of sixty-five (65%) of the annual contract price within (30) thirty days of the bid award. Failure to maintain such performance bond or irrevocable letter shall constitute a breach of this Agreement. The performance bond or letter of credit 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.

10. Standard of performance. All services provided hereunder and equipment utilized in the provision of required services shall meet the standards established by this Agreement and shall be to the satisfaction of the Board. The Board shall have the right to inspect equipment or review services at any time. In the event that the Board determines that services have not been performed in a satisfactory manner, they may withhold payment of any amount due for such services.

11. Breach. In the event that the Town determines that the Contractor's performance does not comply with the requirements of this Agreement, the Board shall verbally notify the Contractor of the breach, followed by a written notice, and the Contractor shall be allowed one (1) plowable storm after such notice to correct the problem. If identified deficiencies in equipment or performance are not corrected within that time period, the Board shall have the following remedies, in addition to any other remedies available at law or equity.

a. The Board may verbally terminate the Agreement and shall immediately thereafter provide a written notice of termination to the Contractor.

b. The Board may hire a substitute contractor to perform the Contractor's duties and obligations for any period of time. This right of substitution may be utilized if necessary during the one plowable storm cure period for breach.

c. The Board 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 the result of termination or substitution.

d. The Board may draw from the letter of credit or performance bond to pay for all costs incurred by the Town in the event of breach of contract or in the exercise of the right of substitution established in Subsection b of this Section.

12. Measure of damages. In the case of either termination or substitution, or both, the Contractor shall pay the Town for all the reasonable expenses it incurs to complete the

Initial: Contractor: J.C.

BOS Chairman: KP

Contractor's obligations and duties under the 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 or provide for substitution or termination. The amount of damages owed to the Town by the Contractor shall be reduced by any amounts owed to the Contractor for prior work performed in compliance with this Agreement.

13. **Conflict.** To the extent that there is any conflict between the Proposal (Exhibit C) and this Agreement or this Agreement and the RFP (Exhibit A), the terms of this Agreement shall control.

14. **Remedies cumulative.** The rights and remedies created by this Agreement are cumulative and the use of one remedy shall not exclude or waive the right to use another remedy.

15. **Non-appropriation.** Notwithstanding any other provision of this Agreement, the contract price is payable from, and subject to, appropriation of sufficient funding by Town Meeting each year. In the event that the Town Meeting fails to appropriate a sufficient amount to fund this Agreement, the Board shall notify the Contractor that the required funds have not been appropriated. Upon such notice, this Agreement shall be considered terminated and neither party shall have any ongoing obligation to the other.

16. **Governing law.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Maine, excluding any choice of law rule that may direct the application of the laws of any other jurisdiction. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any civil action shall be in the Maine Superior Court (York County).

17. **Non-waiver.** The failure or waiver on the part of either party to enforce any section or requirement of this Agreement shall not render the same invalid or impair the right of either party to enforce that paragraph or provision in the event of any subsequent breach.


18. **Notice.** Notices required under the terms of this Agreement shall be sent by U.S. Mail, First Class, as follows:

To the Town: Board of Selectpersons
Town of Limerick
55 Washington Street
Limerick, Maine 04048

To the Contractor: Cessario Contracting Services- Jeff Cessario
30 Lucier Lane Limerick, ME 04048

19. **Entire agreement; severability.** This Agreement and its Exhibits A-D are the entire agreement between the Town and the Contractor and supersede any prior negotiations, representations or agreements, whether oral or written. If any provision of this Agreement is

Initial: Contractor: 

BOS Chairman: 

declared by a court to be void or unenforceable, all other provisions shall continue to be valid and effective.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

SIGNATURES

CONTRACTOR'S NAME




Print name: Jeff Cossario Jr.

TOWN OF LIMERICK




Katherine Proctor, Chair

Gilbert Harris, Vice Chair



Wade Andrews



John Medici

Initial: Contractor: AC

BOS Chairman: KP

EXHIBIT A

Town of Limerick
Guidelines for Bidding on 3-year Contract
Snow Removal, Salting & Sanding
Snow Season 2023-2024, 2024-2025 and 2025-2026

Performance Standards

1. A list of all roads to be plowed and sanded is attached as well as the mileage for each of the listed roads. Plowing shall begin anytime the snow accumulation reaches two (2) inches on any road covered by this agreement and shall continue until the roads are bare and the snowfall has ceased. The Contractor shall verify all road distances per Exhibit B before preparing a bid.
2. The contractor must be capable of plowing a route that encompasses all of the roads covered by this agreement every five (5) hours or less. The contractor agrees to operate sufficient equipment, as outlined in Exhibit B of the draft contract, supplied in the bid packet. When heavy snowfall causes accumulation to exceed two (2) inches, plowing the road network one way every five (5) hours shall be considered adequate performance.
3. The winter maintenance of highways offers opportunities for causing damage to private property and any damage caused in the performance of duties must be reported to the Selectmen within 24 hours of being aware of such occurrence.
4. 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.
5. Care will be taken not to unnecessarily obstruct mailboxes, or private drives. Additionally, operators should use care to avoid damaging mailboxes when plowing. The contractor will reimburse the Municipality for repair or replacement of guard rail, guard rail posts, signs, signposts, or guard posts which are damaged by the contractor's operations under the contract if the Selectpersons determine that such damage could have been reasonably avoided.
6. Snow shall be pushed back with wings or blades as far as equipment can reach and still maintain a secure footing, except in built-up sections and areas with a narrow right-of-way. This is essential for the storage of snow from successive snowfalls. Over lawns, at least one foot of snow should be left to prevent winterkill of grass.
7. All speed signs, stop signs, etc. should be cleared of snow and/or ice whenever necessary. High banks shall be brought down with wings to avoid snow fence action that increases drifting of road. High banks at intersections shall be kept low enough and far enough back for traffic to see clearly in all directions.

Snow Removal, Salting and Sanding

1. The contractor must be capable of sanding all of the roadways covered by the contract in five (5) hours or less.
2. Sanding and salting of all roads shall commence in advance of snow accumulation, or in advance of the beginning of 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 said is inadequate.

Initial:

Contractor: JC

BOS Chairman:

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3. Completed plowing widths shall not be less than eighteen (18) feet anywhere. Snow shall be removed from the entire paved width of all roads and intersections covered by the contract.
4. Clear salt will be used to stay ahead of icy conditions when sand is inadequate to assure safe traveling conditions; at the discretion of the contractor sand shall be used at certain locations.
5. The contractor agrees to furnish all equipment as listed per the attached Exhibit D. The contractor agrees to maintain this equipment for the exclusive use in carrying out the terms of the contract.
6. The contractor agrees to plow and sand all turn-arounds on or adjacent to town roads and all speed signs and stop signs.
7. The contractor agrees to provide all necessary equipment and materials and that all plowing salting and sanding will be done in a workmanlike manner, so as to permit the free flow of traffic over said highways and roadways. There will be at least one hundred (100) pounds of salt applied to each cubic yard of sand and it will be the responsibility of the contractor to stockpile two thousand (2,000) yards of sand/salt mix. 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 Town of Limerick.
8. The contractor agrees to furnish and maintain throughout the term of the contract, a corporate performance bond or an irrevocable letter of credit approved by the Selectpersons for the performance of the work in accordance with the terms of the contract. In the case of a performance bond said bond will be an annual performance bond in lieu of a single bond of the three-year (3) term of the said contract. Said irrevocable letter of credit or bond is to be renewed annually at the surety's option and a copy filed with the Selectperson's Office by September 1st of each year. Said letter of credit or bond shall be in the sum of not less than 65% of the per year contract price within (30) thirty days of the bid award. The purpose of the letter of credit or performance bond is to make money available to the Municipality in case the contractor does not complete all or part of his/ her duties under the contract. Said money will be used to have work completed. Liability under this section will not exceed the total bond amount plus the unexpended portion of the contracted fees. Evidence of ability to obtain the required letter of credit or bond must be presented to the Selectpersons by September 1st of each year covered by this contract.
9. The contractor agrees to maintain comprehensive general liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) 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 financial resources sufficient to satisfy the requirements of the Workmen's Compensation Act. 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.
10. In the event that the road mileage is increased or decreased, then the contract price as agreed upon shall be increased or decreased to reflect such change in mileage. At the request of either party a new agreement for the unexpired term shall be entered into to cover any such mileage changed after the contract has been executed.

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Contractor:

J.C.

BOS Chairman:

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Breach of Contract

If the contractor fails to perform according to the terms of the contract at the time and in manner specified that failure shall constitute a breach of contract. In the event of a breach, the Selectmen shall notify the contractor both orally and in writing. The contractor will then be required to perform 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 Municipality shall have the following options:

1. The Selectpersons 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. Likewise, money from the contractor's bond may be used to cover the cost.
2. The Selectpersons may hire a substitute contractor to plow and sand the roads 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

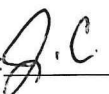
1. The contractor agrees to hold the Municipality harmless from any claim of death, bodily injury, or property damage only to the extent of the limits of the liability insurance policy the contractor is required to provide.
2. In the event of the contractor's death or permanent disability then the contract will endure as written and pass on to his/ her heirs or assigns until its termination or expiration.

Bid Process

1. Snow removal, salting and sanding bid form is attached.
2. Sealed proposals must be clearly marked **Snow Removal, Salting & Sanding.**
3. Bids will be accepted in accordance with the conditions and specifications outlined, on or before Noon, Monday April 10th, 2023. Bids may be submitted to the Selectperson's Secretary at 55 Washington Street Limerick, Maine during normal office hours.
4. The Board of Selectpersons 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 plow 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.

Initial:

Contractor:



BOS Chairman:



**SNOW REMOVAL, SALTING AND SANDING
BID FORM
Snow Seasons 2023-2024, 2024-2025 and 2025-2026**

I/We hereby submit our bid for the Snow Removal, Salting and Sanding the Town of Limerick per the Guidelines for bidding on 3-year Contract as follows:

1. Snow Season 2023-2024 \$365,000
2. Snow Season 2024-2025 \$365,000
3. Snow Season 2025-2026 \$365,000

Name/Company Name: Cessario Contracting Services

Company Authorized Agent: Jeff Cessario Jr.

Mailing Address: 30 Lucier Lane

Town/State/Zip Code: Limerick, ME 04048

Contact Person: Jeff Cessario Jr.

Office Telephone Number: 207-651-0776

Cell Phone Number 207-651-0776

Jeffcessario@gmail.com

Initial: Contractor: J.C.

BOS Chairman: KP

EXHIBIT B

Snow Plowing Mileage

Burbank Street	.048
Burnham Road	1.560
Business Park Road	.076
Cannon Hill	.332
Carroll Lane	.830
Chamberlain Road	.101
Clark's Bridge Road	.060
Coffin Hill Road (From Emery Corner)	.790
Coffin Hill Road (From Norton Road)	.056
Cram Road	1.074
Cross Street	.054
Dole's Ridge Road	2.764
Dora Lane & Hillview	.369
DuBourdieu Road & Middle Road	1.000
Emery Corner Road	1.990
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
Moffitt 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 Road)	2.870
Sawyer Mountain Road	1.475
School Street	.207

Initial: Contractor: J.C.
amended 11/2/2021

BOS Chairman: YR

Sedgely Road	.540
Smith Road	.220
Staples Hill Road	.050
Stone Hill Road	2.200
Teri Drive	.20
Thing's Corner Road	.530
Town Farm Road	.108
Watson Hill Road	1.486
Wescott & Maple Streets	.375
Whiteley Road	.285
Woodridge Drive	.110
Tufts Road	.20
Total Mileage	40.135

Distances above are approximate it is the bidders/contractors responsibility to verify all distances before bidding.

NOTE 1 : Tufts Road is serviced by the Town of Limington .20 mile, \$750.00 per year will be deducted from the yearly contract price for the Town of Limerick to pay the Town of Limington for this service.

NOTE 2: All public turnarounds on and adjacent to town roads should be considered to be part of the town road and be cleared of ice and snow in accordance with this contract.

Initial: Contractor: A.C.
amended 11/2/2021

BOS Chairman: HP

EXHIBIT C

Payment Schedule

The annual Contract Cost will be divided into 6 equal payments and will be paid as follows:

1. Paid on October 15th
2. Paid on November 15th
3. Paid on December 15th
4. Paid on January 15th
5. Paid on February 15th
6. Paid on March 15th

Proof of Irrevocable Letter of Credit or Performance Bond, Liability and Vehicle insurance, vehicle registrations and inspections must be presented to the Board of Selectpersons for the Contract year on or before October 1st of the first contract year and by September 1st of years 2 and 3.

Contract Cost

Total Contract:

2023-2024: \$365,000

2024-2025: \$365,000

2025-2026: \$365,000

Sales Tax Clause:

Sales tax is to be paid to the State of Maine on all salt purchased through the Town of Limerick.

Fuel Clause:

Diesel fuel over \$5.00 (five dollars) a gallon the town will reimburse the contractor.

Highway Road Salt Clause:

Over \$65.00 (sixty-five dollars) a ton the town will reimburse the contractor.

Initial: Contractor: J.C.

BOS Chairman: RP

EXHIBIT D

Required Equipment

The Contractor will perform the Contract with a minimum of the following equipment:

1. Three (3) trucks with a minimum of 26,000 lbs. G.V.W. equipped with highway blades and wings.
2. Three (3) sanders with 5 to 7 yd. capacity
3. Access to a grader
4. Three (3) small plow trucks with at least $\frac{3}{4}$ ton capacity and reversible blades.
5. One (1) loader for sand and salt and pushing back or removing snow at intersections.

NOTE: All equipment must be registered, insured, state inspected and available for inspection by the town no later than September 1st for all contracted years. Proof of purchase for equipment would

A list of all equipment including registrations and insurance certificates must be presented to the Town by September 1st for all contracted years and proof of purchase of equipment would need to be delivered by October 1, 2023.

Initial: Contractor:



BOS Chairman:

