

Contract for Winter Road Maintenance  
November 1, 2020 – June 1, 2023

1. Parties: This contract is between the Town of Bowdoinham (the “Town”) and \_\_\_\_\_ (the “contractor”).
2. Subject: The subject of this Contract is for the winter maintenance of ten (10) Town roads:
  - Spear Dr – 0.18 miles
  - Hornbeck Cross Rd – 0.15 miles
  - Blanchard Rd – 0.60 miles
  - Batchelder Dr – 0.14 miles
  - Carlson Cross – 0.33 miles
  - Dingley Rd – 1.44 miles
  - Pioneer Rd – 0.10 miles
  - Pratt Rd – 0.78 miles
  - Carding Machine Rd (gravel portion of road) – 1.4 miles
3. Independent Contractor: It is understood that the Contractor is acting as an independent contractor throughout the performance of this contract and not as an officer, employee or agent of the Town.
4. Contract Length: This Contract is in effect from November 1, 2020 through June 1, 2023 (a term of three winter seasons). The Road Commissioner of the Town is authorized to make modifications to the Contract, with the Contractor’s agreement, to assure the continued winter maintenance of the Town roads.
5. Services: Contractor shall provide services as specified in the “Invitation to Bid” that is attached to, and part of this Contract.

Services must be completed in a timely and thorough manner.
6. Equipment and Supplies: Contractor and Town shall provide equipment and supplies as specified in the “Invitation to Bid” that is attached to, and part of this Contract.
7. Insurance: The Contractor must provide a certificate of general liability insurance naming the Town as an additional insured. The Contractor must provide proof of independent contractor status through the State of Maine or certificate of worker’s compensation insurance.
8. Payments: Monthly payments will begin in November of each year of the contract with the last payment in May of the following year. The contract cost is as follows:

Year 1 (November 1, 2020 – June 1, 2021): \$\_\_\_\_\_

Year 2 (November 1, 2021 – June 1, 2022): \$ \_\_\_\_\_

Year 3 (November 1, 2022 – June 1, 2023): \$ \_\_\_\_\_

9. Assignment: This Contract may not be reassigned without the written permission of the Select Board.
10. Indemnification and Hold Harmless: Contractor agrees to hold the Town harmless from any claims for death, personal injury, property damage or other loss resulting from Contractor's acts or omissions in the performance of this Contract. In the event that such a claim is made against the Town, Contractor will pay any legal fees incurred to defend the Town and Contractor will pay an amount for which the Town is held liable.
11. Amendment: This Contract can be amended only by written consent of both parties.

In witness whereof, \_\_\_\_\_ executes this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Witness

In witness whereof, Nicole Briand, Interim Town Manager, executes this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Nicole Briand  
Interim Town Manager