

Snow Removal Contract For 2021 - 2025

Town of Madbury
13 Town Hall Rd.
Madbury, NH 03823
(603) 742-5131

Arthur J Hartford Construction
103 Hayes Rd.
Madbury, NH 03823
(603) 765-4870

This agreement is made between the **Town of Madbury**, 13 Town Hall Rd, NH to be referred to as "**Town**" and **Arthur J Hartford Construction** of 103 Hayes Rd, Madbury, NH to be referred to as "**Contractor**". This contract shall be binding upon and shall include executives and administrators of Arthur J Hartford Construction and the Town.

CONTRACT SERVICE

This contract is for snow removal spanning four contract years beginning on September 1, 2021 and ending on August 31, 2025. Contract years will run from September 1 to August 31 for the following years: 2021-2022, 2022-2023, 2023-2024, 2024-2025. Contractor shall provide required service, equipment, personnel and materials during the normal snow removal season. The snow removal season is November 15 to April 15 of the contract year(s). Contractor shall also provide all snow removal service as needed outside the snow removal season at the Contractor's regular hourly rates.

SERVICE, EQUIPMENT and PERSONNEL

Contractor agrees to provide and have available at all times adequate snow removal equipment and personnel to properly/efficiently remove the snow from the width of these areas: All town highways, school bus turn areas, the Safety Complex, the Town Hall, the Library (including lot across the road), and the old fire station. Driveways and parking lots will be cleared of snow in a proper and efficient manner. Contractor will be responsible for removing or widening intersections, parking or other road areas where snow accumulation presents a hazard within the Town.

The minimum equipment needed to fulfill this contract shall include (2) 6-wheeled trucks or larger, equipped with push plow frame and wing setup for snow removal with hopper/spreader for salt/sand application. Additional equipment the contractor will provide includes (2) ¾ ton or more pickup or utility trucks equipped with snow plows, a 2.5 yard capacity loader, and a 16 ton grader. All equipment named above shall have adequate lighting with warning devices as required by NH DOT and or State regulations.

MATERIALS and STORAGE

The Town agrees to purchase all sand/salt material needed for the contractor to adequately spread to keep all roads, parking areas, and driveways sanded as needed. Contractor agrees to provide storage for a minimum capacity of 180 yards of sand/salt; any and all sand/salt material shall be stored in an environmentally responsible manner. Contractor agrees to spread all sand/salt material with equipment named in this contract as needed and required. Town agrees to pay the Contractor for any increase of gasoline or diesel fuel price above \$4.50/gallon.

PERFORMANCE

Contractor shall utilize his best judgment as to timing of the snow removal and sanding operations to minimize driving hazards within the Town. The selectmen, through their representative, shall have the authority under this agreement to call for snow removal or road sanding in a particular area or within the Town as a whole, if in the opinion of the representative a substantial road hazard exists.

ADMINISTRATION

Contractor shall maintain a current Certificate of Insurance on file with the Town, and shall indemnify the Town for any and all personal injury claims or losses to equipment and/or property which occur in the performance of this agreement.

PAYMENT

Contractor agrees to complete said contract agreement for the following years and sums.

Contract Year	Sum
9/1/2021 - 8/31/2022	\$190,000.00
9/1/2022 - 8/31/2023	\$197,600.00
9/1/2023 - 8/31/2024	\$205,504.00
9/1/2024 - 8/31/2025	\$213,724.00

The Town agrees under satisfactory performance of this agreement to pay the Contractor the sum agreed in six (6) equal consecutive monthly payments on the last Friday before November 1st and the last Friday on the remaining months of the contract.

TERMINATION

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first contract year, this Contract will be terminated with no penalty. The Town will provide at least thirty (30) days written notice of such termination. The Contractor may not recover anticipated payments after termination.

[Signature]
CONTRACTOR
[Signature]
WITNESS

7-10-21
DATE
7-10-21
DATE

[Signature]
SELECTMEN

7-9-21
DATE

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7-9-2021
DATE

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WITNESS

7-9-2021
DATE