

# Amston Lake District Snow Plowing and Sanding Service Agreement

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## **Scope of Work**

This Agreement is between the Amston Lake District (ALD) and Contractor (Vendor) effective October 1, 2018 through April 30, 2019.

Vendor: \_\_\_\_\_

ALD designated representative: \_\_\_\_\_

This agreement is to provide snow plowing and sanding services for approximately two and one half (2 ½) miles of unpaved roads owned by ALD. Refer to ALD Lebanon road map and Scope of Work listing streets to be plowed.

## **General Conditions**

### **Snow Plowing:**

1. Vendor must provide information to ALD that meets minimum performance levels to include equipment, proof of ability to plow a storm of 24+ inches, proof of insurances, and three references.
2. Snowplowing operations are to commence when there is at least three inches of accumulated snow as determined by Vendor and ALD designated representative irrespective of time of day, day of week and including all holidays.
3. Vendor is expected to work in a workmanlike manner as defined by industry standards. Vendor agrees to take an active role in communicating with ALD designated representative.
4. ALD and Vendor can negotiate a **floor payment** of \$ \_\_\_\_\_ payable as follows:
  - 20% by December 31
  - 20% in January
  - 20% in February
  - 20% March
  - 20% payable by April 30 if not already paid from individually billed snowplowing operations.

Floor Payment guarantee will be applied against current plowing jobs first.

5. Vendor proposed cost for snow plowing *per category per storm*:

From 3 to 4.9 inches: \$ \_\_\_\_\_

From 5 to 7.9 inches: \$ \_\_\_\_\_

From 8 to 10.9 inches: \$ \_\_\_\_\_

From 11 to 13.9 inches: \$ \_\_\_\_\_

From 14 to 16.9 inches: \$ \_\_\_\_\_

From 17 inches \$ \_\_\_\_\_ plus additional cost per inch above 17 inches  
\$ \_\_\_\_\_

*Examples:*

If there is no snow, ALD will guarantee the floor payment. However, if there are 2, 3 or 4 snow storms, the floor payment will be applied against the first, second, etc snow plowing jobs until used up.

If there is a 12" storm (refer to the 11" to 13.9" line) and the vendor has written \$800 on that line, then the amount paid to vendor will be the amount listed in 11" to 13.9"s of \$800.00 plus agreed to sanding.

If there is a 24" storm and assume the 17" cost is \$1500 and \$100/inch. The total cost would be \$1500 plus 7" times \$100= \$700 to equal to a total of \$2200.00 for that storm plus prior agreed to sanding.

6. Ceiling Payment: ALD and Vendor agree to a ceiling payment of \$ \_\_\_\_\_ regardless of the number of storms, the ceiling is the highest amount that ALD will pay Vendor excluding sanding expenses. Sanding is a separate activity. As the season progresses and it is evident that there may be more storms coming, as the cost approaches the 75% level of the ceiling level, 15% of the ceiling payment will be held in escrow until April 1 and paid on or about that date assuming the contract is completed in its entirety.

*Example:*

If the ceiling is \$18,000.00 and there has been an expenditure of \$15,000.00 to date. \$2700.00 would be held in escrow until April 1st as long as the contract is being adhered to.

7. Vendor will present an invoice to include date(s) and amount of inches of a particular storm. Plowing price will be determined by amount of snow fall as stated in #5 above. Sanding expense is a separate line item. Assuming the vendor's invoice is correct, ALD will pay the vendor's invoice within 20 days of receipt.
8. Vendor will plow based upon a tiered snow accumulation basis: plowing will be initiated once **three** inches of snow has accumulated and will be repeated for each additional at **two, three** or **four** inches of accumulation. A final plowing after the snow has stopped is required to complete the job.
9. In the event of snowfall of less than **three** inches of total accumulation, ALD shall notify Vendor as to the necessity of snowplowing services.

**Sanding Operations:**

10. Sanding operations of Ledge Road and Beech Road areas (as designated by ALD designated representative) shall commence after each snowstorm. The price for sanding Ledge Rd and Beech Rd shall be \$ \_\_\_\_\_ per sanding.

11. Additional sanding (such as having all roads sanded) shall be determined and negotiated between ALD designated representative and Vendor. The price for sanding all Lebanon Roads shall be \$ \_\_\_\_\_.

**Miscellaneous Issues:**

12. ALD understands that plowing (for traction control) of a particular location may require the road not be cleared to “bare roadway” and that slippery conditions may continue to prevail even after plowing or ice control services have occurred.

13. Vendor is not responsible for snow banks built up by town plows AFTER service has been rendered, nor by ice that forms caused by melting and refreezing after requested services were originally provided.

14. Contractor shall make every reasonable effort not to disturb the existing surfaces of the unpaved road.

15. ALD agrees and understands that the Vendor reserves the right to stop working in severe conditions (without penalty), so as not to force unsafe conditions upon their employees. However, service will resume once the threat has passed.

16. If vendor fails to perform, ALD has the right to terminate the contact with no penalty.

17. Should there be a difference of opinion, ALD and Vendor agree to arbitration employing normal arbitration rules.

18. ALD BOD may authorize additional year contracts not to exceed 3 Years assuming no change from the original contract.

**Signatures**

ALD President: \_\_\_\_\_ Date \_\_\_\_\_

ALD Vice President: \_\_\_\_\_ Date \_\_\_\_\_

ALD Treasurer: \_\_\_\_\_ Date \_\_\_\_\_

Vendor: \_\_\_\_\_ Date \_\_\_\_\_

\*\* Disclaimer: This is NOT a legal document until all signatures appear on signature lines of this document.