

ROAD MAINTENANCE CONTRACT
TOWN OF PESHTIGO

This contract is between the Town of Peshtigo (referred to as “we” or “our”) and _____ (referred to as “contractor”). When this contract refers to contractor, it includes your employees and agents. The subject of this contract is winter road maintenance (sanding, salting, and plowing).

1. SERVICES: What and When

You agree to remove ice and snow and control ice on all town roads. Your duties will run from October 1, 2022 thru May 31, 2025.

2. INDEPENDENT CONTRACTOR

You and your agents and employees, during the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of the Town. Any manpower needed to fulfill the obligations of this contract shall be employed by you and you shall be solely responsible for complying with applicable state and federal laws. You are required to receive written permission from the Town before subcontracting out any part of this job.

As an independent contractor, you are also responsible for maintaining your equipment in a safe, operable and legal condition. You shall be responsible for all fuels, repairs and/or equipment necessary. Further, it is your responsibility to assure equipment availability at all times during plowing operations.

3. MAINTENANCE REQUIREMENTS

You will commence plowing and sanding operations when it stops snowing without expecting notification from the Road Supervisor or the Town Chairperson. Operations will continue until roads are cleared of snow to the outside shoulders. During severe storms or drifting, plows will be operated so as to maintain two-way traffic. You are expected to keep sight lines clear of snow piles especially at roadway entrances and exits from parking lots. You must have supervisory personnel or radio equipped vehicles situated so that messages of urgency can reach the plowing or sanding vehicles within a half hour period.

Methods and practices such as excessive speed of plows and disregard of mailboxes must be controlled by you and will be monitored by the Town.

We agree to provide sufficient sand and salt (purchased thru the county billed to Town of Peshtigo) for operations required by this agreement. You agree to pay particular attention to the sanding of hills, curves, and intersections, and to apply extra sand and salt to such locations when necessary.

You will reimburse the Town for the replacement of guard rail, guard rail posts, signs, sign posts or guard posts which are damaged by reason of snow removal operations under this agreement, if the Road Supervisor determines that such damage could have been avoided by you.

You will perform required duties for the Town before proceeding to private contracts. Town-owned salt and sand purchased from Marinette County and billed to the Town will not be used by you for private use.

The Town's Road Supervisor and Town Chairperson will set the priorities in the maintenance of primary and secondary roads, said priority to be followed by you.

You agree to maintain and make available for your responsibilities under this contract the equipment listed on Addendum "A", "B", and "C".

4. INSURANCE

You agree to maintain liability insurance in the amount of \$1,000,000 minimum for personal injury, death and property damage claims which may arise from snow removal or salting/sanding operations under this contract. In addition, you will be required to provide evidence of insurance or financial resources sufficient to satisfy the requirements of the Workman's Compensation Act and liability insurance.

5. BILLS AND CLAIMS

As an independent contractor, you are responsible for all bills for labor, material, equipment and fuel and other items which are incurred in the performance of this contract. The Town will not pay such bills. As stated earlier, you are required to receive written permission from the Town before subcontracting out any part of this job.

6. BREACH OF CONTRACT

The Town reserves the right to terminate this agreement at any time if the service agreed to is not performed in accordance with the terms of this contract.

7. INDEMNIFICATION

You agree to hold the Town harmless from any claim for death, injury, property damage or other loss which may result from your performance of road maintenance under this contract. In the event that such a claim is made against the Town, you will defend the Town, and you will pay any amount (indemnify) for which the Town may be held liable in a legal action for such claims.

8. SUPERVISION AND CONTROL

As independent contractor, you have the right and duty to supervise and control your own employees, agents and equipment.

The Town's Road Supervisor and/or Chairperson have the right to inspect road maintenance operations, and notify you of any problems, errors, or non-performance. The Road Supervisor or Town Chairperson may order that work be done in a satisfactory manner, to be determined by them. They may also determine the priority of roads to be plowed and salted/sanded.

9. NOTICE AND CONTACT

The following persons shall be available and authorized to accept notices (written or oral), calls and orders:

For the contractor:
Phone number:
Cell number:
Emergency Phone:

For the Town: Road Supervisor
Home phone number:
Cell number:
Work Phone:

For the Town: Chairperson
Home phone number:
Cell number:

10. CONTRACTOR RATES AND PAYMENT SCHEDULE

The Town hereby agrees to the rate schedule attached as Addendum "B." The Town requires a bill for each service completed submitted to the clerk's office Tuesday prior (2nd Tuesday) to the following Town Board meeting (3rd Tuesday of month). All bills must be sent or delivered to the Town of Peshtigo, W2435 Old Peshtigo Rd, Marinette WI 54143.

11. AMENDMENT, SEVERABILITY, JURISDICTION

This contract can be amended only by written consent of the Town and you. If any part of this contract is declared by a Court to be void or unenforceable, the rest of the contract continues to be valid and effective. This contract is governed by the laws of the State of Wisconsin.

In witness whereof, the parties or their duly authorized agents execute this agreement on this ____ day of _____, 2022.

CONTRACTOR:

Date

TOWN OF PESHTIGO:

Chairperson Date

Clerk Attest Date

ADDENDUM A

List the equipment that will be used within the Town of Peshtigo under this contract:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____

Where will Equipment be Serviced

CONTRACTOR:

Date

TOWN OF PESHTIGO:

Chairperson

Date

Clerk Attest

Date

ADDENDUM B

Cost of contract _____

CONTRACTOR:

Date

TOWN OF PESHTIGO:

Chairperson

Date

Clerk Attest

Date

ADDENDUM C

1. At least three vehicles plowing Town at once. Have a grader available when needed. Grader can be 1 of the 3 vehicles during plowing.
2. Contractor will plow Old Peshtigo Road, Roosevelt Road, Rader Road, as well as Schacht Road from BB to Old Peshtigo Road first after a storm.
3. Contractor is responsible to fix the mailbox if plow hits it.
4. If storm continues over a long period of time, a supervisor will ask contractor to plow to keep main roads open.
5. Contractor will be "on call" if there is a need to clean up snow drifts, hazardous conditions, i.e. icy spots.
6. If contractor plow(s) tear up any road while plowing, the contractor will notify Town supervisor as to get it patched ASAP by the Town's road foreman.
7. When fuel surcharges apply, contractor will submit fuel receipts.
8. Sanding/salting will be done simultaneously on the second pass of each road. Hills, curves, and intersections.
9. Contractor will only use plow vehicles of 5 yard trucks or bigger. No pickup trucks, no 1-ton trucks, no skid steers. All plowing vehicles will have a plow and wing.