

CONTRACT FOR SNOW REMOVAL SERVICES

This Contract is between the Town of Lake Mills, hereafter Town, and (contractor), hereafter XX, for the removal of snow from certain roads within the Town of Lake Mills.

The parties hereby agree to the following terms:

1. XX agrees to tour the roads in the fall to inspect for raised manhole covers and other such hazards within the right-of-way that may cause damage to snow plowing equipment. Any items needing to be repaired shall be reported to the Town Chairperson within five days of discovery. The Town agrees that XX shall be reimbursed for his time spent inspecting the roadway. The Town agrees to review and address these hazards.
2. XX shall provide all of the equipment needed to remove snow from the town roads and to satisfy the terms of this contract. XX will be responsible for his equipment including all of the maintenance and repair thereof.
3. XX agrees to hold the Town harmless for any damage or injury suffered by himself, his employees or his equipment while operating under this contract. This shall include but is not limited to his striking any objects within the road right of way. XX will not be held responsible for any damage to mail boxes or culverts located along the roadway and within the right of way nor any damage to grass and soil located at the shoulder of the road or in the ditch area that are damaged during snow plowing. All other damage, other than the aforementioned, caused by XX or his employees as a result of negligence on behalf of the driver will be the responsibility of XX and their insurance company.
4. XX to provide the Town written documentation, a certificate of insurance, in the amount of two million dollars (\$2,000,000.00), which shall insure against any and all liability that results from XX' acts or omissions.
5. The Term of the Contact shall be for three years from the date of its execution by both parties. The term of each year shall be the Fall and Winter of the first year and the Spring of the following year. This contract covers the years 2016 to 2017, 2017 to 2018 and 2018 to 2019. Both parties must communicate contractual intentions for the coming season by July 1.
6. XX will be compensated based on an hourly rate that will be agreed upon on the execution date of the contract. See attachment "Appendix A" for hourly rates. During the contract period hourly rates may be adjusted each year prior to October 1. Wage rates for personnel may not be raised higher than the Consumer Price Index (CPI) for that year. CPI as defined for the Midwest area (Milwaukee) on all items as published on the www.bls.gov website. Diesel Fuel Index (DFI) benchmark is \$2.93 per gallon. DFI benchmark from www.eia.gov U.S. On-Highway Diesel Fuel Prices Midwest (PADD2) November 2014. Diesel fuel adjustments are calculated by the agreed upon Diesel Fuel Index minus the Diesel Fuel Benchmark divided by 7 times miles driven.
7. XX is not an employee of the Town under this contract and agrees that he is acting as an independent contractor. As an independent contractor the Town requires an itemized monthly invoice to show the number of hours, types and hours of equipment operation and snow fall data for that month. Invoices must be completed by the 5th day of each month with payment to be authorized at the following Town Board monthly meeting.
8. XX agrees to provide a storage facility for sand and salt mixture. Said storage facility shall meet the then current State of Wisconsin environmental laws regulating the storage of sand and salt.
9. Purchase of salt: The Town of Lake Mills will purchase salt directly from a salt distributor. The Town will set up a Purchase Order Agreement with the salt company and have XX listed as an agent of the Town so they can order salt and have it delivered to their facility when it is needed. XX will be responsible for ordering and setting up delivery times of the salt during the winter season.
10. The Town of Lake Mills will be responsible for contacting the Wisconsin Department of Transportation to apply for any and all permits required by the State of Wisconsin for the storage and use of road salt. XX agrees

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to allow the Town or any Board member to inspect the salt storage facility at any time during regular hours of operation. Contractor agrees to allow the contracted State inspector access to the facility on request.

11. Sand/Salt mixture: Sand and salt will be mixed together at a rate of 6 parts sand to 1 part salt. Sand and salt will be mixed together at a rate of 2 parts sand to 1 part salt for the Shorewood Hills area. The sand/salt ratio is to be determined by the contractor and the Town Board and may be adjusted by mutual agreement at any time.

12. XX will make the decision on when to plow and sand/salt the town roads to remove snow and ice. If XX has a question on whether to plow or not he may contact a designated Town Board member and together they will make the decision. The safety of pedestrians and traffic is to be the governing factor when making the decision to plow or not. The policy is to be:” when in doubt plow the roads.”

13. The Town will provide XX with an updated map of the town roads and a list of town roads to be maintained during the winter months by October 1 of each year.

14. Sand/Salt mixture is to be made available to Town residents from November 15th to April 15th of each year. The 6 to 1 sand/salt mixture will be located at the Finch Brothers Road Cul-de-sac. XX will maintain a pile of sand and salt mixture at this location during this time period. XX will cover the pile with a tarp and periodically check to assure that the pile remains covered as much as possible. XX will be compensated for the time and material that it takes to maintain the sand pile at this location.

15. Consultation and Review Process: Each year after the first month of snow fall the designated Town Board member and XX will meet to discuss plans and procedures and any other pertinent issues related to snow plowing activities for the upcoming season.

16. XX is to direct all calls and complaints related to snowplowing activity to the designated Town Board member. The designated Town Board member will decide how to handle the call or complaint. All calls will be logged and complaints addressed upon receipt. The Town will contact XX by email to inform him who the designated Town Board member will be.

17. XX will provide the Town Board with a phone number and contact person for emergency situations. The contact information is to be kept current at all times during the winter months.

18. With respect to any litigation arising out of or in connection with this agreement, the prevailing party shall be entitled to recover all costs incurred including actual reasonable attorney fees.

BY SIGNING THIS AGREEMENT, THE PARTIES WILL CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

Dated this _____ day of _____, 2016.

BY THE TOWN BOARD OF THE
TOWN OF LAKE MILLS

Hope Oostdik, Chairperson

Contractor

XX