

CONTRACT FOR SERVICES

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

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

The parties hereby agree to the following terms:

1. **Contractor** 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 _____ shall be reimbursed for his time spent inspecting the roadway.

2. **Contractor** shall provide all of the equipment needed to remove snow from the Town roads and to satisfy the terms of this contract. **Contractor** will be responsible for equipment including all of the maintenance and repair thereof. The **Contractor** will within the next 3 year contract establish a program for salt brine application. The **Contractor** will purchase equipment and software to establish a salt brining program, to be instituted as a preventive practice when weather with freezing rain or ice is predicted.

3. **Contractor** 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. _____ 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 _____ or his employees as a result of negligence on behalf of the driver will be the responsibility of **Contractor** and their insurance company.

4. **Contractor** 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 Forest' 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. So that the annual terms are the years 2019 to 2022.

6. **Contractor** 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 for 2019 to 2020. 2020 to 2021, 2021 to 2022. During the contract period hourly rates may be adjusted each year prior to August 1st. Wage rates for personnel may not be raised higher than the Consumer Price Index (CPI) for that year. Fuel costs will be adjusted upward at anytime during the contract when they exceed \$3.35 per gallon. When fuel prices drop below the \$3.35 per gallon the prices will be adjusted back to the agreed upon hourly rates for the year. Material costs will be based on actual material costs plus normal and customary contractor markups.

7. **Contractor** is not an employee of the Town under this contract and agrees that he is acting as an independent contractor.

8. **Contractor** 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 **Contractor** listed as an agent of the town so they can order salt and have it delivered to their facility when it is Contractor will be responsible for ordering and setting up delivery times of the salt during the needed. winter season. Salt Brine will be purchased by the Town from Jefferson County Highway Department and available to the Contractor at the County shop on Oasis Lane in the Town of Lake Mills, WI .

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/brine. .

11. Sand/Salt mixture: Sand and salt will be mixed together at a rate of 12 parts sand to 1 part salt. This mixture will contain approximately 8% salt.

12. **Contractor** will make the decision on when to plow and sand/salt the town roads to remove snow and ice. If **Contractor** 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 **Contractor** with a map of the town roads and a list of town roads to be maintained during the winter months by August 1st 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 sand/salt mixture will be located at the Finch Brothers Road Cul-de-sac. **Contractor** will maintain a container of sand and salt mixture at this location during this time period. **Contractor** will periodically check to assure that the container remains accessible to the public. **Contractor** will be compensated for the time and material that it takes to maintain the sand container at this location.

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

16. **Contractor** 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.

17. **Contractor** 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.

Dated this ____ day of _____, 2019.

BY THE TOWN BOARD OF THE
TOWN OF LAKE MILLS

Hope Oostdik, Town Chair

David Schroeder, Supervisor I

, Supervisor II

THIS DOCUMENT WAS PREPARED BY THE LEVERTON LAW OFFICE
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