[Municipality Name]

CONTRACT FOR HIGHWAY MAINTENANCE AND REPAIR

VLCT has developed this template for a contract (“model contract”) to assist municipalities that contract for highway maintenance and repair. NOTE ***that this template does not include the contract provisions that will be required if you will seek reimbursement through FEMA programs. A full list of FEMA’s required contract provisions may be found in*** [***FEMA's Contract Provisions Guide (June 2021)***](https://www.fema.gov/sites/default/files/documents/fema_contract-provisions-guide_6-14-2021.pdf)***.***

Please review this document thoroughly and customize it to meet the needs of your municipality and the parameters of the service to be provided by the contractor. Instructions and opportunities for customization are marked with italicized text in brackets [instructions look like this; details to customize look like this] which should be modified or removed as applicable. When the correct information is in place, make sure to delete the brackets and remove the italics and bold or underline formatting.

We suggest that you have your municipal attorney review the final language in this or any other contract prior to approval to ensure that there is no conflict with any federal or state law, or municipal conflict of interest policy or ordinance and that there is no unnecessary exposure to liability for the municipality. The contract should also be sent to PACIF for risk management advice prior to completion.

Bidding requirements: There is no state statute that requires town contracts for highway work be put out to bid. However, some guidance for putting work out to bid may be found in 19 V.S.A. § 10a(c), which specifies the requirements when competitive negotiation is used by the state for highway work. You can also contact Vermont Local Roads for information on how to put together a bid. It is important to note that when grant money is being used, it is wise to determine if there are any conditions imposed by the grant such as requirements for bidding.

Work by VTrans: The selectboard may request that VTrans perform specified construction or maintenance work on a town highway or bridge. 19 V.S.A. § 309(a). VTrans has the discretion to agree to do the work for the town or not. In addition, the selectboard may request that VTrans contract the work out to a private company. In such instances, VTrans will furnish the plans and specifications. The town will then award the contract, or the town and VTrans may agree that VTrans will award the contract, to the lowest bidder. 19 V.S.A. § 309(b). The town shall, upon demand of VTrans, reimburse the state for the town’s share of expenditures. 19 V.S.A. § 309(c).

Paving contracts with VTrans may include a provision for liquidated damages (a fixed amount of money) if the work is not completed on time. Under state law, “such damages shall be paid by the agency to the town or towns in which the work was not completed on time.” 19 V.S.A. § 10c(j).

If you have questions about this model contract or about or your liability exposure for highway maintenance, repair or improvements, please contact your PACIF Loss Control Consultant.

This Contract is entered into on *[month day, year]*, by and between *[Municipality Name]* (hereinafter “Municipality”) and *[name of contractor]*, a *[type of entity, such as “limited liability corporation”]* with a principal place of business in *[location]*, Vermont, with a mailing address of *[mailing address]*, (hereinafter “Contractor”) for the maintenance and repair of the public highways of the [*Municipality Name]*. Municipality and Contractor are referred to collectively as “parties.”

In consideration of the mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

## ARTICLE 1: CONTRACT DOCUMENTS

This Contract and the Addenda attached shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Contract or to the Addenda unless said changes, modifications, or amendments are in writing duly executed by the parties.

## ARTICLE 2: TERM

The term of this Contract shall be from *[*start date*]* to *[*end date*]*. The term of the Contract may be extended by mutual agreement of the parties, which agreement must be reduced to writing and duly executed by the parties.

## ARTICLE 3: LEGAL PARAMETERS

This Contract is binding upon and inures to the benefit of the heirs, successors, and assigns of the parties hereto. Neither party hereto may assign its rights or obligations under the Contract without the prior written consent of the other parties. This Contract shall be governed by the laws of the State of Vermont.

## ARTICLE 4: SCOPE OF SERVICES AND COMPENSATION

The scope of services to be provided and compensation to be paid under this Contract are detailed in Attachment[s] [“A” or “B” or “A and B”]. The following work may be contracted or otherwise completed by Municipality and is not a part of this Contract: [Insert activities and/or services that will be performed by the municipality or a sub-contractor such as grading, guardrail repair and replacement, bridge replacement or major repair, and paving.]

Contractor shall perform and complete in good and workmanlike manner all work required in connection with the Contract. [If your municipality has adopted Road and/or Bridge Standards, insert the following sentence: “Contractor shall complete all work in compliance with Municipality’s Road and Bridge Standards, as adopted by Municipality on \_\_\_\_, a copy of which is appended to this Contract.”] Municipality has the right to inspect and may reject any services provided by Contractor under this Contract that, in Municipality’s determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards. In the event of default the Contractor will be liable to the Municipality for the cost of completion and/or repair.

**Invoices and Billing**: [Insert applicable terms for invoicing and billing, such as: “The winter road maintenance portion of the Contract shall be invoiced monthly in equal installments. Invoices for other road work should be submitted bi-weekly. Invoices should be organized by the specific project or job and must include the date and a complete breakdown of equipment and/or labor hours and rates. No payments will be authorized for non-itemized billing.”]

## ARTICLE 5: INDEPENDENT CONTRACTOR

The Contractor will act in an independent capacity and not as officers or employees of the Municipality. Contractor further acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Municipality and Contractor. No employee-related withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from Municipality and shall not be eligible for workers’ compensation or unemployment benefits. Contractor shall at all times be free to exercise initiative, judgment, and discretion in how best to perform or provide the services identified herein. Notwithstanding the above, Contractor will work closely with the Municipality or Municipality’s agent and meet periodically when requested.

## ARTICLE 6: SUBCONTRACTING

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of Municipality and subject to such conditions and provisions as Municipality may deem necessary or desirable in its sole discretion. If Municipality permits the use of subcontractors, no subcontractor may perform any work under this Contract without first providing Municipality certificates of insurance showing all of the coverages required in Article 13 of this Contract. Contractor shall be responsible for the performance of all subcontractors. Before paying a claim that involves the use of materials or labor supplied by someone other than the Contractor, Municipality may require Contractor to supply proof of payment for such materials or labor. Contractor shall pay the subcontractor(s) for undisputed services provided by them within [number] days of receiving payment from Municipality.

## ARTICLE 7: LIAISON

To assist the parties in the day-to-day performance of this Contract, ensure compliance, and maintain open lines of communication, a liaison and alternate liaison shall be designated by the Contractor and the Municipality. A party may contact the alternate liaison only after reasonable attempts to communicate with the primary liaison have failed. The Municipality shall designate its liaison and alternate liaison by resolution of its legislative body and said liaisons shall only have those powers expressly conferred in the resolution. Unless specifically authorized in that resolution, the Municipality liaison shall not have the power to make alterations or additions to this Contract.

**Contractor Liaison Municipality Liaison**

Name: Name:

Title: Title:

Address: Address:

Telephone Number: Telephone Number:

**Contractor Alternate Liaison Municipality Alternate Liaison**

Name: Name:

Title: Title:

Address: Address:

Telephone Number: Telephone Number:

## ARTICLE 8: EQUIPMENT AND MATERIALS

Contractor will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this Contract. Municipality will not supply, nor will it pay for any repairs, maintenance or replacement of, or new equipment expenses, or temporary work related to signs, cones, or other traffic controlling equipment.

**Minimum Required Equipment:** At a minimum, Contractor agrees to furnish [Insert the applicable equipment such as “a bucket loader; and two 6-wheel or 10-wheel wheel trucks both equipped with front plows and spreaders and at least one also equipped with wing plow.”]

[If applicable, insert sentence here regarding the minimum required materials such as: “Minimum Required Materials: Prior to the winter maintenance season, Contractor will stockpile adequate sand for winter application; and appropriate stone for spring mud season.” Alternatively, if applicable, insert sentence here about whether materials such as sand and salt will be provided by the municipality for application by the Contractor.]

[If applicable, insert sentence here regarding the purchase of materials such as: “The purchase of materials shall be according to the municipality’s Bidding and Purchasing Policy. New vendors may be added only with prior approval by the Selectboard.”]

The [Municipality Name] is exempt from sales tax on purchases for materials and products that are permanently incorporated into the infrastructure. Contractor shall pay all legal costs and assessed penalties for improper use of the Contractor’s exemption certificate number.

## ARTICLE 9: PERSONNEL

Contractor is responsible for compliance with all applicable State and Federal laws. Contractor will manage his/her own personnel without general oversight by the Municipality and shall oversee and coordinate sub-contractors that are approved by Municipality. All drivers and equipment operators will be properly trained and have all certifications and valid licensing required to operate said equipment. The Contractor must certify to the Municipality that all drivers operating a commercial motor vehicle are in a federally mandated random drug and alcohol testing program that complies with Federal Motor Carrier Safety Administration (FMCSA) requirements.

The Contractor alone shall be responsible for ensuring compliance with all applicable regulatory requirements including but not limited to those from: FMCSA and Vermont Occupational Safety and Health Administration (VOSHA).

Contractor further agrees to include this provision in all subcontracts.

## ARTICLE 10: SAFETY AND TRAFFIC CONTROL

The Contractor alone shall be responsible for the safety and security at construction sites and when working in or adjacent to public highways. Contractor is solely responsible for traffic control at the locations of and while engaged in highway services and/or maintenance. Traffic control practices, equipment, and signage shall comply with the Manual on Uniform Traffic Control Devices, latest edition. Contractor shall maintain one lane of traffic at all times unless closure for public safety is authorized by Municipality. Contractor shall also provide for the establishment of detours as needed. Contractor shall erect other barricades as may be directed by Municipality.

The Contractor is responsible for contacting Dig Safe prior to any excavation. No excavation is authorized until after Dig Safe has marked all existing utilities. Prior to construction, Contractor shall notify Municipality of adjacent utilities when work activity may affect them.

All work shall be completed within the Municipality’s right-of-way and/or public easements unless expressly and specifically directed to do so by the Municipality.

## ARTICLE 11: WINTER ROAD MAINTENANCE

If the Contractor is also engaged in private contract work, it shall complete all plowing, sanding, and maintenance of Municipality’s roads and other authorized areas before commencing any private work. If plowing is not done in a satisfactory manner or as promptly as the weather conditions dictate, Municipality may terminate this Contract.

Winter road maintenance shall be performed according to the following standards and priorities:

[Insert applicable standards such as the following:

1. [Contractor will commence plowing and sanding or salting as needed. Snow removal will continue until the cessation of a winter storm. Contractor will pay close attention to sanding or salting on hills, curves, and intersections and apply extra salt/sand when necessary.]
2. [School bus routes shall receive priority attention and will be cleared in the morning prior to scheduled bus pickups and in the afternoon prior to the school dismissal time. Preceding or during a storm incident, the Contractor will communicate, as needed, with the school bus dispatcher of [insert name of school district if applicable] to provide road status.]
3. [Plows will be adjusted so as to ensure that the roads are swept clean after the passage of the plow. No high riding of the plow will be permitted.]
4. [Immediately after the storm has subsided, snow shall be removed beyond roadway shoulders and particular attention given to intersections to assure a safe line of sight.]
5. [Contractor will patrol the roads as frequently as necessary so as to be aware of when sanding is needed, culverts need to be opened, or other road work is required.]
6. [If salt purchase is part of the Contract, insert the following: “Contractor will coordinate salt deliveries and assure that salt is under cover.”]
7. [Contractor will provide a contingency statement outlining a plan in the event of equipment failure.]
8. [Insert any particular times or areas to be maintained, if applicable, such as: “Contractor will clear and maintain the access road to the recycling depot on the first and third Saturdays of each month.”]
9. [If applicable, insert sentence regarding Contractor’s responsibility to clear access points to dry hydrants, if any.]

## ARTICLE 12: INDEMNIFICATION

Contractor shall indemnify and hold harmless Municipality, and Municipality’s agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorneys’ fees, liens, and judgments of every nature and description brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, employees, or sub-contractors, in the execution of the work or in guarding the same. The Contractor shall defend the Municipality and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent or subcontractor of the Contractor. The Municipality shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities (both public and private). All damage, injury, or loss to any public or private property, by the Contractor, or any sub-contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Municipality at the Contractor’s expense.

Nothing in this Contract shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

## ARTICLE 13: INSURANCE

**Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect.** Contractor agrees that it will provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and that it will otherwise comply with the provisions that follow. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor’s operations. These are solely minimums that have been established to protect the interests of the Municipality. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this Contract. The provisions of this section shall also apply to all subcontractors, other lower tier contractors, independent contractors, and sole proprietors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. All policies required by this Contract shall be issued by an insurer licensed to do business in the State of Vermont with a rating of A or better from a financial rating organization such as S&P or AM Best. Contractor shall not commence or perform any work under this Contract until certificates of insurance are presented to the Municipality showing the required coverages are in full force and effect with at least the required coverage limit amounts and naming the Municipality as an additional insured.

Contractor agrees to maintain at all times during the period of this Contract all of the following:

**General Liability**. Commercial General Liability insurance coverage providing coverage on an “occurrence” rather than on a “claims made” basis, which policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Contract), independent contractors, and products-completed operations liability (if applicable). Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least $2,000,000 per occurrence and $4,000,000 aggregate, applying to liability for bodily injury, personal injury, and property damage, which total limit may be satisfied by the limit afforded under its commercial general liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such policy in combination with the limits afforded by an umbrella or excess liability policy is at least as broad as that afforded by the underlying commercial general liability policy. The policies shall name the Municipality as an additional insured.

**Automobile Liability**. Business automobile liability insurance covering liability for bodily injury and property damage arising out of the Municipality’s ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least $2,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such umbrella or excess liability policy(ies) shall be at least as broad with respect to such business automobile liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor’s commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract. The policies shall name the Municipality as an additional insured.

**Workers’ Compensation.** Workers’ compensation insurance in compliance with all applicable statutes including an all states or universal endorsement where applicable. Such policy shall include employer’s liability coverage in an amount of no less than $500,000. If Contractor is not required by statute to carry workers’ compensation insurance, Contractor agrees: (1) to provide Municipality with evidence documenting Form 29 has been filed with the Vermont Department of Labor, which excludes Corporate officers or LLC members from the requirement of obtaining workers’ compensation insurance; (2) to provide prior notice to the Municipality of any change in exemption status; and (3) to defend, hold harmless, and indemnify Municipality from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for workers’ compensation or employers’ liability benefits for damages arising out of any injury or illness resulting from performance of work under thisContract. If any such change requires Contractor to obtain workers’ compensation insurance, Contractor agrees to promptly provide Municipality with evidence of such insurance coverage.

## ARTICLE 14: WARRANTY AND BOND

Contractor warrants all work performed under this Contract for a period of one year from the date the work is completed and accepted by Municipality. The warranty must be secured either by Contractor’s performance bond or such other security as is acceptable to Municipality.

## ARTICLE 15: NON-APPROPRIATION

If this Contract extends into more than one fiscal year of the Municipality and if appropriations are insufficient to support this Contract, the Municipality may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Contract is a Grant that is funded in whole or in part by federal or State funds, and in the event federal or State funds become unavailable or reduced, the Municipality may suspend or cancel this Grant immediately, and the Municipality shall have no obligation to pay Sub-recipient Contractor from Municipal revenues.

## ARTICLE 16: DEFAULT AND TERMINATION

Municipality may terminate this Contract, with or without cause, upon 30 days written notice. In addition, the occurrence of any of the following shall constitute default by Contractor and, if not corrected within 10 days of Municipality providing Contractor written notice of the default, shall allow Municipality to terminate this Contract:

(1) failure to adequately perform or deliver the required services;

(2) failure to follow the specifications or standards established by this Contract;

(3) failure to perform or complete the services in a timely fashion as established by the Municipality;

(4) if applicable, failure to provide the required bonds or other security acceptable to Municipality before starting any work;

(5) bankruptcy;

(6) making a material misrepresentation;

(7) persistently disregarding laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction;

(8) failure to make satisfactory progress towards completion of this Contract; or

(9) failure to perform any other material provision of this Contract.

Upon default of this Contract by Contractor, Municipality may withhold any payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of Municipality.

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults caused by public carriers; provided the non-performing party gives notice as soon as possible to the other party of the inability to perform. The Municipality and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate its effects.

In addition to the above, in the event of a State or Federal Disaster Declaration, Municipality reserves the right to suspend certain provisions of this Contract to conform with FEMA or Vermont Emergency Management regulations and directives.

Upon completion of the work or upon termination of the Contract, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish resulting from its operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the Municipality at the expense of the Contractor.

## ARTICLE 17: REMEDIES

Default or breach of this Contract by Contractor shall entitle Municipality to seek remedies under law and as provided by this Contract. In the event this Contract is terminated by reason of default by Contractor, Municipality may recover the necessary costs of termination, including but not limited to, administrative, attorneys’ fees and legal costs, from Contractor. Except when caused by uncontrollable circumstances, if Contractor fails to meet any performance deadlines established by this Contract, or fails to perform in accordance with the specification, terms, and conditions of this Contract, Municipality shall have the right to purchase the services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from Contractor is complete. Municipality may deduct as damages from any money due or coming due to Contractor the differences between Contractor’s price and the higher price or the costs of temporary items. Municipality may require Contractor, at Contractor’s sole expense, to re-perform any items of work provided for in this Contract that do not meet the established specifications, standards, or Municipality directives.

Any remedies available to Municipality are cumulative and not exclusive. The seeking or exercising by Municipality of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Contract.

## ARTICLE 18: ARBITRATION

Should disputes arise between the Contractor and the Municipality about this Contract or any related matter, the parties agree to arbitrate any such controversy, pursuant to the Vermont Arbitration Act, 12 V.S.A. § 5651 et seq.

## ARTICLE 19: SEVERABILITY

The provisions of this Contract are severable and if a court of competent jurisdiction holds any portion of this Contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties do hereby execute this Contract on the day and year first written above.

**MUNICIPALITY: By the members of its Selectboard:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 In the presence of:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Witness as to Municipality

**CONTRACTOR:**

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Name and title], duly authorized representative of Contractor

 In the presence of:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Witness as to Contractor

## ACKNOWLEDGMENT OF ARBITRATION

We understand that this Contract contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

**MUNICIPALITY: By the members of its Selectboard:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 In the presence of:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Witness as to Municipality

**BY CONTRACTOR:**

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Name and title], duly authorized representative of Contractor

 In the presence of:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Witness as to Contractor

Addendum A

SCOPE OF SERVICES AND COMPENSATION

FOR GENERAL ROAD MAINTENANCE

**SERVICES**

The following is a list of the agreed-upon services that will be provided to the Municipality under the terms and conditions of the Contract and the compensation rate for those services. This and all other exhibits are a part of the Contract and may not be modified except as provided in Article 1 of the Contract.

[Modify this form as needed to more specifically describe each of the services for which there is a specific rate, including for each the rate and the basis for the rate (hour, equipment type, yard of material, etc.).]

**Contractor will provide the following services:**

* **Grading of Municipality Roads.** Contractor shall grade [Insert applicable language such as “all Municipal aggregate roads” or “all Class 3 aggregate roads” or “the following roads…”] as needed to keep such roads in a reasonably passable and safe condition until it is no longer reasonable to grade the roads for the season due to snow cover. Grading shall occur at least as often as indicated in the schedule set out below:

[Describe how frequently the Town wants to grade the roads. This can be a general schedule for all town roads, or it can group the roads into categories of how frequently each group must be graded.]

* **Gravel Application and Spreading.** Contractor shall deliver, apply, and spread gravel on [Insert applicable language such as “all Municipal aggregate roads” or “all Class 3 aggregate roads” or “the following roads…”] as needed to keep such roads in a reasonably passable and safe condition. Contractor shall also apply and spread additional gravel as directed by the Municipality.

In addition to the above, **Contractor will provide the following services upon written request** of Municipality:

* **Culvert maintenance and replacement**
* **Minor guardrail maintenance and repair**
* **Application of liquid chloride to gravel roads**
* **Shoulder Maintenance and Repair**. Contractor shall repair and maintain by grading, graveling, and performing such other work as may be required to keep all Municipality road shoulders properly maintained.
* **Bituminous Road Repair**. At the direction of the Municipality, Contractor shall seal cracks and perform such road related maintenance and repair work as needed to keep the Municipality’s bituminous roads properly maintained and in good working order.
* **Road Repair**. Contractor shall provide minor road repair services as directed by the Municipality.
* **Ditching.** Contractor shall ditch road ways in accordance with recommended best practices. All ditching will be done within the Municipality right-of-way.
* **Tree Trimming**. Contractor shall provide tree trimming services as directed by the Municipality within Municipal road rights-of-way.
* **Brush Cutting and Removal**. Contractor shall cut and remove any brush as directed by the Municipality in the Municipal road rights-of-way which interfere with vehicular traffic or which may obstruct a driver’s sight.
* **Roadside Mowing and Weed Control**. Contractor shall cut grass and control weeds as directed by the Municipality growing in all Municipal road rights-of-way. Contractor shall perform at least one mowing of up to eight feet from road shoulder on both sides of all Municipal roads before [date]. Any mowing occurring before [date] shall not extend beyond the first eight feet (8') from the shoulder of the road unless a greater width must be mowed to maintain sight distances for safety. Contractor shall perform at least one additional mowing to the width of [spell out this number] feet ([#']) from the shoulder on all Municipal roads between [start date]and [end date]. No chemicals may be used to control grass, weeds, brush, or other vegetation without prior approval of the Municipality.
* **Sign Placement and Repair**. Contractor shall obtain and install or repair traffic control signs as directed by the Municipality. All signage materials, placement, installation, and work shall comply with the most recently published version of the Manual on Uniform Traffic Control Devices (MUTCD). The cost of materials for permanent signs shall be paid by the Municipality. While performing work for the Municipality, the Contractor shall, without delay and without having to first receive prior Municipality approval, immediately repair or replace any traffic control signs that it knows or has reason to know are down or damaged to the point that the functionality of the sign is significantly impaired. Contractor shall promptly notify the Municipality of any such work and whether any additional work is needed to bring the sign into compliance with the MUTCD.

**COMPENSATION**

Contractor will be compensated for the above services at a rate of [Insert either a lump sum or an hourly rate.].

The following truck and equipment rates may be invoiced, inclusive of the costs to pay the operator of the vehicle and to cover the costs of insurance:

[Identify specific trucks or equipment and the hourly rate at which they may be invoiced.]

Addendum B

SCOPE OF SERVICES AND COMPENSATION
FOR MAINTENANCE DURING WINTER WEATHER

The following is a list of the agreed-upon services that will be provided to the Municipality under the terms and conditions of the Contract and the compensation rate for those services. This and all other exhibits are a part of the Contract and may not be modified except as provided in Article 1 of the Contract.

[Modify this form to more specifically describe each of the services for which there is a specific rate, including for each the rate and the basis for the rate (hour, equipment type, yard of material, etc.).]

**Contractor will provide the following services:**

* Regular clearing of snow from [Specify, such as “all Class 2 and Class 3 roads”] within the [Municipality Name] [Insert any specific requirements.].
* Application of sand and salt to the above described road surfaces [Insert any specific requirements or description of schedule, such as “as needed to assure safe travel”].

**COMPENSATION FOR SERVICES UNDER THIS AGREEMENT**

Contractor will be compensated for the above services at a rate of [Insert either a lump sum or an hourly rate.].

**EQUIPMENT**

The following truck and equipment rates may be invoiced, inclusive of the costs to pay the operator of the vehicle and to cover the costs of insurance:

[Identify specific trucks or equipment and the hourly rate at which they may be invoiced.]

**ADDITIONAL SERVICES AND COMPENSATION**

In addition to the above, Contractor will provide the following services at the request of Municipality for [Insert either a lump sum or an hourly rate.].

[Describe additional services such as thawing of culverts; tree clean-up from ice- or wind-storm damage; or facilitating access for fire or rescue vehicles.]