

CONTRACT FOR SERVICES

Winter Road and Parking Area Maintenance

This Contract is entered into on _____, by and between Town of Belvidere (hereinafter "Municipality" or "Town") and _____, with a principal place of business in _____, Vermont, with a mailing address of _____, (hereinafter "Contractor") for services to Municipality. 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: SERVICES PROVIDED

Contractor agrees to perform the following service(s) according to the following specifications, and timelines or schedule:

- Contractor agrees with the Town of Belvidere to plow and sand the municipality's Class

3 roads, Town gravel pit access road, the "Cemetery" sand pile (small sand pile provided

for residents' use), and the Town's three (3) dry hydrant accesses, for two (2) consecutive winter seasons, specifically the 2025–2026 winter season, and the 2026–2027 winter season. Contractor will provide a lump sum proposal per season for this work consisting of plowing, sanding, and laying salt, as appropriate, on Belvidere's town roads during the winter season.

1) ALL SNOW STORMS LEAVING 3 INCHES OR MORE SNOW SHALL BE PLOWED.

Plowing and sanding shall be completed within three (3) hours after precipitation has ended. In major snow storms, work shall be performed during the storm to keep roads passable at all times. Contractor is to perform work whenever it is deemed necessary on a twenty-four (24)-hour basis. Contractor must be aware that winter storm conditions in Belvidere may be significantly different than in neighboring towns and Contractor must be prepared to take action within one (1) hour at the request of the Road Commissioner or Selectboard Chair. Contractor will coordinate with the Road Commissioner to perform minor road repairs required to keep roads passable during Spring "Mud Season".

2) Winter sand and salt, as well as electrical access, will be provided by the Town at the Town gravel pit.

3) Contractor will provide a loader at the Town pit, trucks, sanders and snowplows, and access to "wing" equipment to push back snowbanks as deemed necessary by the Road Commissioner. All equipment to be furnished with an operator by the Contractor for a flat fee for the season.

- Contractor agrees to plow the two (2) parking spaces in front of the Town Office, and additional parking area located on town property down the street from the office.

- **In the event that the Town repurchases the Belvidere Central School property, Contractor agrees to plow and sand the school parking lot while in town for an additional surcharge not to exceed \$3,500.00 (three thousand, five hundred dollars) per winter season.**

- All work must be done in conjunction with the Road Commissioner and shall take place

from October 10, 2025, to May 15, 2026, and from October 10, 2026, to May 15, 2027, respectively.

- All overhead costs, fuel expenses, insurance, traffic control, and mobilization must be incorporated into the rates.

- All equipment will be repaired and maintained in working order at the contractor's expense and will not be accepted as a cost overrun by the municipality. All equipment will have all required safety devices, such as yellow strobe lights, backup signals, fire extinguishers, etc.

- Any traffic control must be handled in accordance with the current edition of the MUTCD.

- The Contractor will act in an independent capacity and not as an officer or employee of the

Town. The Contractor shall indemnify, defend, and hold harmless the Town and its officers

and employees from liability, claims, suits, judgments, and damages arising as a result of the Contractor's acts or omissions in the performance of this contract.

- Before commencing work on this contract, the Contractor must complete a "Contract for Services" with the Town of Belvidere; complete a "Non-Employee Work Agreement"; provide the Town Treasurer with a completed W-9; provide the Town with proof of liability insurance coverage with a \$1,000,000.00 minimum and a \$2,000,000 aggregate for each piece of equipment used, and Worker's Compensation if applicable.

(Contractor will request his or her insurance agent to provide current certificates of insurance to the Town). It is the responsibility of the Contractor to maintain current certificates of insurance on file with the Town through the term of this contract.

- The Contractor shall not assign or subcontract the performance of this contract or any portion thereof to any other Contractor without the prior written approval of the Town.

Contractor shall perform all services required under this Agreement in a good workmanlike

manner consistent with industry standards and according to the specifications and performance standards established by Town, if any. Town has the right to inspect and may reject any services provided by Contractor under this Agreement that, in the Town's determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specification or performance standards.

ARTICLE 2: COMPENSATION AND BILLING

Contractor's bid will state the "lump sum" price per season for all machines with operators. Briefly describe the machines that are expected to be used – for example, 2023 Ford ¾ ton 4x4 with 8' Fisher plow and economizer sander.

Invoices and Billing: Contractor agrees to a pro-rated monthly payment schedule from November to May for each of the two (2) winter seasons defined in this contract, and compensation for the above services will be as stated in the Contractor's Price Quote provided in bid and presented to the Selectboard on _____, 20____. A copy of which is attached hereto and is incorporated herein by reference.

Invoices need to be given to the Town Clerk on a monthly basis by the 1st day of each month. Terms: as invoiced by contractor, net thirty (30) days, unless otherwise specified. Please note the Belvidere Select Board meets the first and third Wednesday of each month to approve bills and sign orders to the treasurer. Invoice must list the date of each winter maintenance occurrence.

ARTICLE 3: TERM

The term of this contract shall be from October 10, 2025, to May 15, 2026, and October 10, 2026, to May 15, 2027, respectively. The term of the contract may be extended only by mutual written agreement of the parties.

ARTICLE 4: INDEPENDENT CONTRACTOR

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.

ARTICLE 5: ASSIGNMENT AND SUBCONTRACTING

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 party. This Contract shall be governed by the laws of the State of Vermont.

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 9 of this Contract. 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 30 days of receiving payment from Municipality.

ARTICLE 6: EQUIPMENT AND MATERIALS

Contractor warrants that it has the necessary equipment to provide the services required by this Agreement. All materials used or supplied under this Agreement shall be of first quality and meet the specifications established by Town, if any. 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.

Municipality 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 7: 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 subcontractors 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.

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 8: 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, attorney's fees, liens, and judgements 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 subcontractors, 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 subcontractor, 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 9: INSURANCE

Before commencing work on this Contract, and again prior to August 1, 2026, 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 during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide Municipality a certificate of insurance showing such coverages before providing any services under this Agreement: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; 2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of worker's compensation insurance Contractor may provide a fully executed Non-Employee Work Agreement specifying the particular provision of 21 V.S.A. § 601 (14)(F) that exempts Contractor from having to carry such coverage.

The Contractor's policies shall name the Municipality as an additional insured.

ARTICLE 10: 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.

ARTICLE 11: TERMINATION

Municipality may terminate this Agreement, with or without cause, upon thirty (30) days written notice.

ARTICLE 12: DEFAULT

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. If applicable, failure to provide the required insurances, bonds or other security acceptable to Municipality before starting any work or as required during the term of this Contract.
3. Declaration of bankruptcy by Contractor.
4. Making a material misrepresentation to Municipality.
5. Persistently disregarding laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
6. 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 with FEMA or Vermont Emergency Management regulations and directives.

ARTICLE 13: 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, 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 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 14: 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 15: CONTRACT DOCUMENTS

This Contract 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 Addendum unless said changes, modifications or amendments are in writing duly executed by the parties.

ARTICLE 16: 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.

ARTICLE 17: COUNTERPARTS

This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

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

MUNICIPALITY: By the members of its Select board:

In the presence of:

Witness as to Municipality

CONTRACTOR:

By: _____
[insert name and title]

In the presence of:

Witness as to Contractor

Date: _____

ACKNOWLEDGEMENT 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 Select board:

In the presence of:

Witness as to Municipality

Date: _____

BY CONTRACTOR:

By: _____
[Insert name & Title]

In the presence of:

Witness as to Contractor

Date: _____