SAUK COUNTY LOCAL ROAD MAINTENANCE CONTRACT 2024

Whereas, the Town of Excelsior, a town government located in Sauk County will utilize the services of the Sauk County Public Works Department for road maintenance and construction work during the contract period in 2024; and

Whereas, the County of Sauk, acting through the Sauk County Highway Department, will provide such maintenance and construction services.

Now, therefore it is agreed by and between the above-named Town and Sauk County Highway as follows:

1. This agreement shall be for a period of one-year commencing the 1st day of January, 2025, unless as otherwise noted.
2. Sauk County agrees to provide maintenance for the number of miles of road located within said Town identified in Exhibit A and Exhibit B.
3. Under this contract, maintenance work shall include all winter maintenance activities and routine roadway and roadside maintenance needed during the calendar year.
4. The Town shall regularly inspect the roadways and determine what, if any, defects, hazards or nuisances thereto are in need of repair or abatement. The county will make its recommendations to the Town pursuant to the guidelines set forth in the State of Wisconsin, Department of Transportation, Facilities Maintenance Manual. The Town shall then review and either approve the proposed repair/abatement or reject it. If it shall reject or delay a proposed repair or abatement, then it agrees to defend, indemnify, and hold the County harmless for any liability for damages to any person or property which may result from the town’s failure to authorize the recommended repair/abatement.
5. Winter maintenance activities shall include:
   * Plowing snow and ice
   * Spreading deicing chemicals and abrasives
   * Erecting snow fence as deemed necessary by Sauk County
   * Maintaining the staffing levels and equipment fleet necessary to provide these services
   * Maintaining material and equipment storage facilities
6. Routine roadway and roadside maintenance shall include, but may not be limited to the following:
   * Repair and replacement of traffic signing in accordance with the Manual of Uniform Traffic Control Devices
   * Maintenance of Roadway Surfaces
   * Maintenance of Shoulders
   * Maintenance and Control of Vegetation
   * Maintenance of Safety Appurtenances — Guardrail, bridge railings, and attenuators
   * Maintenance of Drainage Facilities — culverts, ditches, and catch basins
   * Pickup and disposal of Litter and small dead animals
   * Control of Traffic

Subject to the indemnification provisions of paragraph 5, the town shall establish the priority of routine roadway and roadside maintenance.

1. The above-named town will pay for all routine road maintenance and construction

work in accordance with the Wisconsin Department of Transportation, Uniform Cost Accounting Manual (UCAM). The town will be invoiced for work at the applicable negotiated labor rates, small tools charge, material costs, machinery rental rates and records and reports, in accordance with the WisDOT UCAM.

1. In exchange for the Highway Department maintaining a workforce and equipment fleet required to perform the maintenance and construction work, the town agrees that it will utilize Sauk County Highway’s services during the contract term for a minimum contract amount as set forth in Exhibit A. Such minimum expenditure shall include the average costs of winter maintenance per centerline mile set forth in Exhibit A. Actual Winter maintenance expenditures will be dependent on weather conditions. Payments shall be due and payable no more than 60 days after presentation of an invoice detailing work performed and the materials expended.
2. Other available services may be applied against the minimum spending requirements. These include roadway maintenance and construction operations defined above. These services can and will be provided upon mutual agreement of both parties. No more than one-half of the non-winter portion of the minimum contract amount may be applied toward construction projects.
3. Both parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5) Wis. Stats, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
4. In addition to the provision found in paragraph 4, the town shall indemnify, hold harmless, and defend Sauk County and its officers, employees and agents from any and all liability including claims, demands, losses, costs, damages and expenses of any

kind and description or damage to person or property arising out of or in connection with or occurring during the course of this Contract, when such liability is founded upon or grows out of the acts or omissions of the town or its officers, employees and agents.

1. In order to more adequately provide the indemnification protection addressed in paragraphs 4 and 11 the town shall obtain a liability insurance policy issued by a company authorized to do business in the State of Wisconsin.
2. Sauk County shall indemnify, hold harmless, and defend the town and its officers, employees and agents from any and all liability including claims, demands, losses, costs, damages and expenses of any kind and description or damage to person or property arising out of or in connection with or occurring during the course of this Contract when such liability is founded upon or grows out of the acts or omissions of Sauk County or its officers, employees and agents. This paragraph shall not be construed as to constitute a waiver of any defense the County may have under Sec. 893.80, Wis. Stats. or any other law.
3. In the event that a town fails to meet its minimum-spending requirement, the county shall reserve the right to bill the town the contract amount or suspend performance of this contract until the default is remedied.
4. If either party shall desire to not renew this agreement, it shall give the other party notice of that intent no later than July 1 of the agreement year. If notice of intent not to renew has not been given on or before that date, any party who has not given notice shall be deemed to have agreed to renewal for the subsequent contract period. The County shall make available to the Town preliminary projections for any proposed change in fees on or before July 1 of each year.
5. The town understands and agrees that should it at some future date decide not to utilize the services of the Sauk County Highway Department for road maintenance and construction, the decision to accept them back into such program is at the sole discretion of the County. An initial three-year contract will be required by the County to accept any town back into the program.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this day of , 20

Sauk County

Highway Department

By:

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Town Chair Patrick J. Gavinski, P.E.

Highway Commissioner

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Clerk

Exhibit A

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| Excelsior | |
| Road Mileage | 52.56 |
|  |  |
| **2025 - 2027 (Annual Estimate)** |  |
| Winter Rate Per Mile | $ 1,500.00 |
| Routine Maintenance/Construction Rate per mile | $ 1,500.00 |
|  |  |
| Winter Contract Amount | $ 78,840.00 |
| Routine Maintenance and Construction Contact amount | $ 78,840.00 |