

Contract # _____

**DIRT, GRAVEL, AND LOW VOLUME ROAD MAINTENANCE
PROJECT AGREEMENT BETWEEN**

_____ **CONSERVATION DISTRICT AND**

(grant recipient)

Now, this ____ day of _____, 20____, the _____ Conservation District (“district”) and _____, known wherein as the “grant recipient”, agree as follows:

- 1) The grant recipient will conduct, or cause to be conducted, a road maintenance project on specified portions of _____ in accordance with the Application and Workplan attached hereto as *Attachment A*.
- 2) This project will be conducted in accordance with standards that prohibit the use of materials or practices that are environmentally harmful and in accordance with the application and work plan attached hereto and incorporated herein. Any changes or modifications to the work plan must be approved by the district before implementation and performed to the satisfaction of the district.
- 3) This project will be conducted in accordance with the Program standards, administrative manual, policies and State Conservation Commission (SCC) Statement of Policy, available on request from the district. This project will also be conducted in accordance with the "General Contract Provisions" (attached hereto as *Attachment B*) and the environmental standards approved by the Quality Assurance Board (attached hereto as *Attachment C*).
- 4) The grant recipient agrees to obtain all required federal, state, and/or local permits prior to project commencement on the portion of the project requiring a permit and further agrees to comply with all such permits as a condition of performing this agreement.
- 5) The grant recipient shall ensure that this contract and all other arrangements entered pursuant to the implementation of this contract are in conformance with all applicable local, state, and federal laws, rules, and regulations. This includes prevailing wage act requirements that must be followed for any contracts where the total project value is in excess of \$25,000. The grant recipient must complete the Prevailing Wage Notification and Acknowledgement Form (attached hereto as *Attachment E*).
- 6) The district agrees to fund the eligible costs for this project in an amount up to, but not exceeding, \$ _____ unless amended as per section 15 of this agreement.
- 7) The project funds will be disbursed by the district to the grant recipient in accordance with the schedule of payments (attached hereto as *Attachment D*).
- 8) The grant recipient shall maintain a separate accounting of funds received under the program.

- 9) Records must be kept for seven years from the date of project completion.
- 10) The SCC will have access to all relevant program documents during that time.
- 11) Neither the district nor the Quality Assurance Board shall be held responsible for any loss of life, personal injury, or property damages of any kind incurred in performing or completing the work or duties under this contract.
- 12) The grant recipient agrees to work concurrently with the district to complete a copy of the Project Completion Report when the project is completed.
- 13) The grant recipient shall provide the district notice of at least _____ days prior to project commencement.
- 14) The grant recipient shall complete the project no later than _____ unless extended as per section 15 of this agreement.
- 15) Any amendments to this agreement must be in writing and signed by both parties.
- 16) The grant recipient shall obtain and satisfy all requirements as determined by the district. All funding described herein is contingent upon approval of the completed project by the district and/or the State Conservation Commission.
- 17) This document and the attachments hereto constitute the entire agreement between parties.

WHEREFORE, the parties have set their hands on the date indicated, intending to be bound hereby.

FOR THE DISTRICT:

FOR THE GRANT RECIPIENT:

(Signed) (Date)

(Signed) (Date)

(Print Name)

(Print Name)

(Title)

(Title)

List of Attachments:

- Attachment A – Grant Application and Workplan (*project specific*)
- Attachment B – General Contract Provisions (*PA standard*)
- Attachment C – Quality Assurance Board Standards (*county specific*)
- Attachment D – Schedule of Payments (*project specific*)
- Attachment E – Prevailing Wage Notification and Acknowledgment Form (*project specific*)