

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

**COUNTY CONSERVATION DISTRICT
AND**

Now, this 12 day of 14, _____, the 16 County
Conservation District ("district") 15
and _____

, known wherein as the "project participant grant recipient",
agrees 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 Work Plan 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 will 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 Conservation District.

This project will be conducted in accordance with the "General Contract
Provisions" (attached hereto as Attachment B) required by the State Conservation
Commission ("Commission"), the "Dirt, Gravel and Low Volume Road Maintenance
Program Statement of Policy" which is hereby incorporated by reference and can be
found at, as adopted by the Commission and as may be amended from time to time,
and the environmental standards approved by the Quality Assurance Board (attached
hereto as Attachment C), which are attached hereto and incorporated herein.

(4) The project participant grant recipient agrees to provide documentation to the
district that obtain all required federal, state, or local permits have been obtained 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 project participant grant recipient shall ensure that this contract and
all other arrangements entered into 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. This contract can be amended using the Program's "Contract
Amendment Form" up to an additional 40% (or more with SCC approval) of the

~~original contract amount identified here, at the discretion of the district.~~

(7) The project funds will be disbursed by the district to
The grant recipient in accordance with the ~~attached~~
schedule of payments (attached hereto as Attachment D).

(8) A ~~project participant 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 ~~Commission 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 ~~project participant 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 ~~project participant grant recipient~~ shall provide the district notice of at least _____ days prior to project commencement.

(14) The ~~project participant grant recipient~~ shall complete the project no project no later than _____ unless an extension of time is approved by the district.

(15) Any amendments to this agreement must be in writing and signed by both parties.

~~(16)~~ The ~~project participant 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 Conservation 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 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 – Statement of Policy, incorporated by reference, available at
www.dirtandgravelroads.org~~

Attachment ~~CD~~ – Quality Assurance Board Standards (*county specific*)

Attachment ~~DE~~ – Schedule of Payments (*project specific*)

Attachment ~~FE~~ – Prevailing Wage Notification Letter (*project specific*)

~~Attachment G – Prevailing Wage Certified Statement of Compliance (*project specific*)~~