WINTER SERVICES CONTRACT

THIS AGREEMENT made this _____ day of _____ 2026, by and between _____ of _____, _____ _____, Pennsylvania _____, hereinafter (the "Contractor") and the **BOROUGH OF CHESTER HEIGHTS**, Delaware County, Pennsylvania, having an address of 53 West Baltimore Pike, 2nd Floor, P.O. Box 658, Chester Heights, PA 19017-0658 (the "Borough")(collectively the "Parties").

RECITALS

WHEREAS, Contractor submitted to the Borough a written proposal and/or sealed bid accompanied by general conditions and/or specifications, to furnish and deliver to the Borough the supplies, materials and equipment and to do and perform certain services, labor and work described as follows: Snow and ice removal for the winter season beginning on December 1st, and ending April 30th of each year this Agreement is in effect; and

WHEREAS, the Borough Council for the Borough accepted the proposal of the Contractor and authorized entry into this Agreement at a duly advertised public meeting with a quorum of Council Members present on November 2, 2026; and

WHEREAS, The Parties, by these presents, desire to set forth their agreement and understanding with respect to the foregoing and such other matters as herein below set forth.

NOW, THEREFORE, the Parties hereunto, in consideration of the mutual promises herein contained and intending to be legally bound hereby, agree as follows:

1. ***Terms of Agreement***.

A. All work is to be performed in accordance with the instructions to bidders and/or general specifications annexed to said proposal for the price or sum of the following:

i. Remove all snow and ice on Borough Roads on call 24-hour service.

ii. The rate per hour for each truck and/or snow removal apparatus or vehicle identified at _____Dollars ($xxx.00) per hour.

iii. Price per ton of salt is _____ Dollars ($xxx.00 per ton of salt)

iv. Contractor will provide a backhoe if needed at the rate determined by the Borough and Contractor.

v. Contractor identified "EQUIPMENT TO BE USED FOR SNOW REMOVAL" to perform said contracting services, attached and incorporated herein and attached as "**EXHIBIT "A**".

2. ***Mutual Covenants.***

A. The Contractor, in consideration of the promises and of the acceptance of the proposal and/or bid and the award of the contract therefore, and the payment hereinafter to be made, covenants, promises and agrees with the Borough to provide the supplies, materials and equipment, and to do and perform the services, labor, and work as more particularly set forth and specified in the general specifications and/or instructions to bidders and bid of Contractor and all in strict accordance therewith.

B. In consideration of the promises, the Borough agrees to pay to the Contractor the sums identified on per hour basis for plowing and salting of roads/streets in accordance with Borough's specifications, the price set forth in the Contractor's said Proposal or Bid made a part hereof.

C. Contractor agrees to submit its invoice within five (5) days of performing services. Payment to be made on invoice submitted at the next meeting of the Borough following the acceptance and approval of the said supplies, materials and equipment, and the services, labor and work contracted for and after the same has been furnished and delivered in accordance with the instructions to bidders or specifications and the bid of the Contractor.

3. ***Indemnification and Insurance.***

A. The Contractor further covenants and agrees to assume and does hereby assume all liability for, and shall and does agree to indemnify, save harmless and defend the Borough, its elected officials, employees and agents against any and all loss, cost, suits, claims, charges and damages or injuries, acts or omissions, torts or trespasses happening in and about, or in any way incident to or by reason of the furnishing and delivery of the said materials, supplies and equipment and the performance of the said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to insure his liability therefore.

B. Contractor further agrees to indemnify, reimburse and save harmless the Borough, its elected officials, employees and agents for any and all claims, suits, actions or causes of action, for damages or injuries, including all costs, expenses, counsel fees and by reason of any matter or thing whatsoever in connection with the execution of this Agreement and shall, and shall at its own cost and expense, defend the Borough in any action or actions which may be instituted by reason thereof.

C. Contractor further agrees to purchase and carry public liability and property damage insurance containing policy limits of no less than $1,000,000.00 per occurrence; the Borough, its elected officials, employees and agents shall be specifically listed as an "additional insured" under the policy. Within ten (10) days of the execution of this Agreement, Contractor shall supply Borough with documentation evidencing that all conditions and provisions set forth above

including listing the Borough of Chester Heights, elected officials, employees and agents, as an additional insured.

D. Contractor shall and will accept, insofar as the work covered by this Agreement is concerned, the provisions of the Pennsylvania Workmen's Compensation Act of 1915 and any and all supplements and amendments thereto, which have been or may hereafter be enacted and will either insure their liability thereunder and produce to the Borough within ten (10) days after the execution of this Agreement a Certificate of Insurance evidencing such or a Certificate of Exemption from Insurance duly issued by the Bureau of Workmen's Compensation of the Pennsylvania Department of Labor and Industry.

E. In compliance with the previsions of applicable statues and the Pennsylvania Borough Code, Contractor agrees that no person shall be employed to do work under this contract except competent and first class workmen and mechanics and that no workmen shall be regarded as competent and first class within the meaning of this provision, except those who are fully skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours of work as shall be the established and current rate of wages paid for such hours by employers or organized labor in doing of similar work in the Borough.

4. ***General Snow and Ice Removal Specifications***

A. The CONTRACTOR shall comply with the following specifications:

i. Contractor shall furnish all implements, equipment, tools, supplies, transportation, labor and supervision required to perform the services specified herein. It shall be the responsibility of the Contractor to proceed with the work in the manner and within such limitations as may be prescribed by the Borough.

ii. Contractor shall confine its operations strictly within the limits of the Borough's roads and rights-of-way unless written permission is obtained. Damage to public or private property shall be the responsibility of the Contractor and repair, replacement, or restoration of same shall be made at the Contractor's expense.

iii. The Contractor shall confine the operations described herein to the roads owned by the Borough as depicted on the Contract Drawing made a part herein and attached as **"Exhibit B".**

iv. The Contract shall commence on the date of execution and extend through and include April 30th which shall for the purposes of this Agreement be considered the winter season.

v. Snow removal for the Borough is a high-priority service. The Contractor must mobilize and begin removal operations for a snow or ice event pursuant to Pennsylvania Department of Transportation requirements.

vi. The removal of snow and/or ice for the Borough is to be the Contractor's primary contract. The Contractor shall be permitted to enter into other snow removal contracts, provided that other snow removal work does not interfere with the work to be performed for the Borough.

vii. Contractor agrees to clear snow and/or ice which may stockpile near or around road drains, fire hydrants and/or intersections.

5. ***Workmen Specifications.***

A. The Contractor shall employ only competent and efficient equipment operators and helpers who are familiar with snow and ice removal operations as outlined in the Agreement. The Contractor's employees shall be competent and efficient for this kind of work. Whenever, in the opinion of the Borough, any employee shall be deemed unfit to perform his or her task or work, or do work improperly, the Contractor shall discharge the employee immediately upon the Borough's direct order and not employ him or her again on the project without the Borough's written permission. Should the Contractor fail to remove such persons as ordered by the Borough or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Borough Council may terminate the contract as provided elsewhere herein.

B. The Contractor must provide at a minimum, one (1) fully equipped truck unless otherwise permitted by the Borough.

6. ***Specific Snow and Ice Removal Specifications.***

A. The Contractor shall be ready to proceed at least two (2) hours in advance of notification with snow removal. For each hour or any part thereof, in which the Contractor is late beginning work, monies as specified elsewhere herein shall be deducted by the Borough from monies due the Contractor as liquidated damages.

B. Upon warning or evidence of an impending storm, the Borough's Roadmaster will notify the Contractor. The Contractor must call for authorization to begin work providing an actual start and finish time, which will not include travel time. Exact time must be documented. As directed by the Roadmaster or Borough Council Member in charge of Borough highways, the Contractor shall perform services and continue until the Roadmaster or Borough Council Member in charge of Borough highways notifies the Contractor to stop or discontinue snow removal operations. At the beginning of a storm, as road surfaces become slippery, chemicals and anti-skid materials shall be applied to intersections, grades, curves, and other predetermined dangerous locations. Removal of snow will start when snow has reached a depth that warrants removal and continue until roads are restored to safe travel conditions.

C. All chemicals (salt) and anti-skid materials (cinders) will be provided by the Contractor.

D. Spreading equipment shall be calibrated to determine the amount of chemicals that a spreader can put down at various speeds. Caution should be exercised in the use of salt during periods of sharp temperature drops in that slush and brine may refreeze. When the snow has stopped, all slush shall be plowed promptly from the surface of the pavement, so the pavement may dry quickly, and refreezing of the slush is prevented.

E. Plowing of roads shall begin when the snow has reached a depth that warrants removal. A plow used to pave surfaces shall be adjusted so that the blade rides on the surface at all times. A plow shall not be permitted to ride on its wheels or shoes while plowing a paved road unless the pavement is so badly broken or so badly out of section that a plow would be damaged by the blade of a snowplow riding on the surface. The plow will usually be carried about one inch above the surface of the road. This position is obtained by adjusting the wheels or shoes, so they ride on the surface. If the surface of the road is so uneven that the plow blade will catch projections on the surface at this height the clearance shall be increased accordingly.

F. Plowing equipment shall always travel in the direction of traffic. The speed of a snowplow should be great enough to remove the snow onto the shoulder, but it should not be so great that the snow damages adjoining property or highway signs.

G. The Contractor shall be subject to the same traffic regulations as the traveling public, In the performance of their work, the Contractor shall observe safety precautions taking into consideration the weather, roadway and traffic conditions to adequately safeguard the traveling public.

H. All billing by the Contractor to the Borough must reflect actual start and completion times. The Contractor will be paid on an hourly basis.

I. The Contractor shall be required to keep and produce time slips to the Borough Secretary and submit an invoice within five (5) days after the end of each storm event.

J. The Contractor shall supply the names and phone numbers for a responsible employee that can be contacted any time during the twenty-four-hour period. Equipment must be on the job within one hour of notification. Should the Contractor not respond within the one hour of notification period, there will be a liquidated damages penalty of $170 assessed for every hour or fraction of an hour that the Contractor's equipment is not in use until it is determined by the Borough that the equipment is no longer needed.

7. ***Term.***

A. This Agreement shall continue in force and remain binding on each Party beginning from the date of execution for one year with an optional renewal for an additional one-year term at the mutual agreement of the Parties, on the execution date of the Agreement, unless and until the Contractor or Borough shall take action to withdraw from the Agreement by providing sixty

(60) days advance notice to the other Party of its intent to renew the same. Such notice of withdrawal on the part of the Contractor shall be provided by no later than June 1st of each calendar year to be considered effective.

8. ***Assignment/Binding Effect.***

A. Contractor covenants and agrees not to assign, transfer or sublet this contract, and any assignment, transfer or subletting without written consent of the Borough. Without such written consent of the Borough, all such assignments, transfers or sublet shall be void and/or considered a breach of this Agreement.

B. The Contractor is advised the Borough may terminate this Agreement as provided herein, seek any or all remedies available at law or in equity and withhold payment of any invoice until a default settlement is made.

C. Borough may, without cause and without prejudice to any other right or remedy elect to abandon the work and terminate the contract upon seven (7) days' written notice. In such case, the Contractor shall be paid for all work executed and any expense sustained. Borough may withhold payment of any invoice or invoices for work previously performed by Contractor if it is deemed unreasonable or excessive for the services performed.

9. ***Notices.***

A. Any notice, demand or other communication required, authorized or permitted to be given under this Agreement shall be sufficient if given in writing and delivered to the party to whom or which the notice or demand is directed at the respective address of the party first above indicated, or to such other address as the party may give by notice complying with the terms of this section.

B. Such notice, demand or other communication shall be delivered to the addressee by one of the following means: (i) personal delivery against receipt; (ii) certified United States mail, postage prepaid, return receipt requested; or (iii) nationally recognized express delivery service, postage or delivery charges prepaid. The notice, demand or other communication shall be deemed given and effective as follows: (i) if by personal delivery or by express delivery service, at the time of delivery; or (ii) if by mail, at the time of deposit in the United States mail.

If to the Borough:

Borough of Chester Heights
Attn: Borough Secretary
53 West Baltimore Pike, 2nd Floor,
P.O. Box 658,
Chester Heights, PA 19017-0658

If to the Contractor:

10. ***Miscellaneous.***

A. ***Cumulative Rights and Remedies***. Any and all rights, powers, privileges and/or remedies granted or accruing to the Borough under or pursuant to this Agreement shall not be exclusive, but shall be cumulative and in addition to such other rights, powers, privileges, and/or remedies as may be now or hereafter available to the Borough under the Pennsylvania Borough Code, and/or otherwise at law or in equity.

B. ***Headings.*** The captions or headings preceding the text of the several sections and subsections of this Agreement are inserted solely for convenience of reference; they shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

C. ***Severability.*** If any provision on this Agreement is held to be invalid or unenforceable: (i) the remaining provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect; (ii) this Agreement is hereby amended, to the minimum necessary, to remedy such invalidity or unenforceability, and the Parties hereto shall adjust their respective rights and obligations hereunder accordingly; and (iii) to the extent that such invalid or unenforceable provisions cannot be rendered valid or enforceable by amendment as aforesaid, the same shall be severed herefrom as though never set forth herein.

D. ***Entire Agreement; Amendment.*** This Agreement, together with the exhibits attached hereto and made part hereof, constitute the entire understanding and agreement of the Parties with respect to the subject matter hereof, and, except as may be otherwise specifically set forth herein, supersede all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as may be otherwise specifically provided herein, this Agreement may not be amended, revoked, changed, altered, or modified in any manner whatsoever, other than by written unanimous agreement of and signed by all parties hereto.

E. ***Jurisdiction.*** This Agreement is made in and shall be construed according to the laws of the Commonwealth of Pennsylvania, and any actions arising out of this Agreement shall be brought in the Court of Common Pleas of Delaware County, Pennsylvania.

{Signature Page to Follow}

IN WITNESS WHEREOF, the Parties have caused these presents to be duly executed and affixed their respective seals the day and year aforesaid.

CONTRACTOR:

(NAME HERE)

By:_____
Name:_____
Title:_____

BOROUGH OF CHESTER HEIGHTS

_____
Darlene Kurten, Secretary

_____
Timothy Hudak, Borough Council President