

SNOW PLOWING AGREEMENT FOR ALL DESIGNATED PARKING LOTS FOR 2020-2021
ONE YEAR CONTRACT WITH OPTION TO RENEW YEARLY FOR UP TO TWO MORE YEARS

This Snow Plowing Agreement ("Agreement") is made this 1st day of December, 2020, by and between (Almont Downtown Development Authority), with the business address of (817 N. Main), (Almont, MI, 48003) (the "DDA") and Yard Services. (the "Contractor").

WITNESSETH:

WHEREAS, the DDA wishes to contract with a suitable contractor for snow plowing & salting; and

WHEREAS, the Contractor has been selected as the vendor to provide snow plowing & salting services, and

WHEREAS, the purpose of this Agreement is to outline the terms and conditions of the Agreement between the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Services. **The Contractor** upon the conditions hereinafter set forth, agrees to perform snow plowing & salting services at the following locations:

DESCRIPTION OF LOTS (See Attachment 1– Lot Map)

The following areas need to be free and clear of ice and snow:

PARKING LOTS:

1. Huddle to Mill St. and boundary from commercial buildings to Bristol.
2. South of Mill St. 2 rows of parking spaces and East to Bristol. Do not pile snow or plow the 2 parking rows near the fence with the house.
3. Front of Kracker Barrel to Main St. (excluding Gass Becker lot)
4. Along Chalet building to Bristol
 - a. Snow will not be piled or pushed to impede access to the parking behind the commercial properties along N. Main including but not limited to: US Post Office, H&R Block, Wes Pro Fleet Services and the adjoining strip mall.
5. W. St. Clair/Branch Street Parking Lot.
 - a. The pedestrian walkway will be maintained between the parking lot and rear entrances of the buildings.

Please refer to Attachment 1 (Municipal Parking Lots Snow and Ice Removal –General Specifications)

2. Time of Performance. Upon the accumulation of up to one (1) inch of snow or ice, the Contractor will salt the areas described in paragraph 1, above. Snow plowing & salting of all areas described in paragraph 1, above, must be completed by 7:00 a.m. **Contractor will plow and salt as needed after 1" of snow.** Due to the presence of customers, employees, residents, vehicles, and other people and/or activities associated with a commercial business district, it may be necessary for the Contractor to provide additional clean-up plowing and salting services should the presence of vehicles preclude complete lot clearing by 7:00 am. **This service shall not result in additional charges to the DDA.**

Any other additional plowing and/or salting authorization will come from the DDA Director.

3. Term of Agreement. The term of this Agreement shall commence on the day this Agreement is signed and is effective through May 1, 2021.
4. Compensation. The District agrees to pay the Contractor the per encounter amounts, described in attachment 1, for services described above. However, the DDA Director must specifically authorize the Contractor to engage in any snow removal or snow bank pushback before it does so.
5. Invoice Procedure. Invoices from the Contractor must be submitted to the DDA within 30 days of completion of the work performed. Invoices must be submitted to the DDA office at: 817 N. Main Street, Almont, MI 48003. Payments will be monthly after approval by the DDA Board at their regularly scheduled Board meetings. The Contractor is to maintain a log of snow and temperature conditions at times of service and be able to provide this report upon request of the DDA.

the Contractor's invoices for services must separately identify the portion of the bill attributed to work in the following areas:

- a. Snow plowing and
 - b. Salting
6. Insurance. the Contractor shall procure, carry and maintain comprehensive general liability insurance, which includes coverage for damage to or destruction of curbs, car stops, driveways, and ramps. the Contractor shall also procure, carry and maintain automobile insurance on all vehicles performing the services described in paragraph 1, above. Such insurance shall be in an amount not less than \$1,000,000 and shall name the Village of Almont and Almont DDA and its officers, administrators, employees and volunteers as additional insureds on the policy of insurance described above.
 7. Indemnity. Except as provided herein, the Contractor shall indemnify and hold harmless the DDA, and its officers, administrators, employees, volunteers and agents, from any and all damages, claims, lawsuits, demands and other actions resulting out of the performance of services described in paragraph 1, above, and from the Contractor breach of any of the provisions of this Agreement.
 8. Failure to Perform. Time is of the essence for the Contractor performance of its obligations under this Agreement. If the Contractor fails to perform its snow plowing services within the parameters established in paragraph 2, above, the DDA reserves the right to secure replacement snow plowing services. If the Contractor fails to perform within the parameters established in paragraph 2, above, the Contractor shall be considered to be in default of this Agreement and subject to termination provisions set forth in paragraph 9, below. If the replacement snow plowing services cost the DDA more than the Contractor would have charged for that work, the DDA may deduct any excess amounts paid from any payments then due and owed to the Contractor. This provision in no way restricts or diminishes any other rights the DDA may have to enforce, or seek relief for the breach of, this Agreement.
 9. Default and Termination. In the event either Party shall fail or refuse to satisfy their obligation set forth herein or otherwise breach the terms contained in this Agreement, the Party in question shall be in default, and the other party may, unless said default is cured within fifteen (15) days after written notice of said default is delivered to the defaulting Party, terminate this Agreement and all the rights of the Party in default under this Agreement shall cease.
 10. Proper Notices. All notices required or permitted under this Agreement shall be deemed to be properly served by registered or certified mail to the last address previously furnished by the parties. Until changed by notice in writing, the notices shall be sent to the parties as follows:

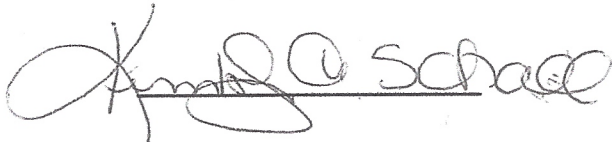
DDA: Almont Downtown Development Authority
Kim Schall, Director – kschall@almontdda.com – 810-798-8125 or 248-933-7355
817 N. Main Street
Almont, MI 48003

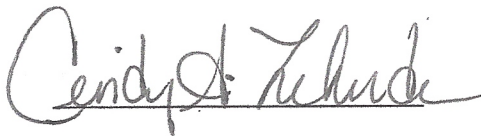
Vendor Yard Services
8051 Almont Rod
Almont, MI 48003
810-798-3793

11. Entire Agreement. This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the DDA and **the Contractor** concerning snow plowing services. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than those contained in the Agreement shall be binding upon the Parties unless reduced to writing and signed by them.
12. Assignment of Contract. It is agreed that **the Contractor** shall not assign or transfer this contract, or sublet any part of the work embraced in it, without the prior written consent of the DDA.
13. Applicable Law. This Agreement, its validity, construction, enforcement, and performance shall be governed in all respects by the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names or by their respective officers, as the case may be, on the date and year first written above.

WITNESSED:





Almont Downtown Development Authority

By: Kimberly A. Schall

Its: Director

VENDOR: Yard Service

Jerry Pewinski/John Pewinski

By: 

Its: Owner