

MIKADO TOWNSHIP PROPERTY
SNOW MAINTENANCE AGREEMENT
2024-2025 SEASON

THIS AGREEMENT made and entered into this ____ day of _____ by and between the Township of Mikado, a Michigan Municipal Corporation, having its offices located in Mikado, Michigan, 48745 and sometimes hereinafter referred to as the "Township" and _____ giving the principal address as _____, Mikado, MI 48745 P.O. Box 41 sometimes hereinafter referred to as the "Contractor".

WITNESSETH: WHEREAS the Township owns and operates public facilities located at 2291 and 2226 on Highway F-41 within the Township of Mikado, Alcona County, Michigan: and

WHEREAS the Township is desirous of availing itself to the benefits and advantages of the Contractor's experience and qualifications without, however, affecting the rights and duties of its Board of Trustees:

NOW THEREFORE, in consideration of the mutual covenants and undertakings of the parties hereto, it is mutually agreed to as follows:

1. The Township does hereby engage the Contractor, and the Contractor does hereby agree to perform services for the Township, upon the terms and conditions herein set forth.
2. The Contractor shall, in the best interest of the Township in all respects, diligently and to the best of its ability, remove snow as may be always required to assure unimpeded vehicular and pedestrian access to the parking lots and buildings known as the Civic Center and Fire Hall. Please Note: For the Civic Center Plowing, all excess snow will need to go to the south or the east of the parking area. The snow will not be plowed to the sidewalk just south of the kitchen in front of the fenced area and south to the dumpster. The sidewalk will be cleared as the other sidewalks in their entire width of the sidewalk. The dumpster must be kept clear. If a snow-blower is used for the removal of snow on the sidewalks, a follow-up with a shovel will be used to remove the loose snow from the blowing of the sidewalks.
3. As compensation for its services as aforesaid, the Contractor shall receive from the Township for the plowing of the parking area and shoveling or snow blowing of all walkways at the Civic Center on a 1" to 3" snowfall, the sum of _____ (\$00.00) per time, on a 3" to 6" snowfall, the sum of _____ (\$00.00) per time, on a 6" to 8" snowfall, -----\$00.00) per time and on an 8" or higher snowfall, ----- (\$00.00) per snowfall .
4. Under the same aforesaid terms and conditions, the Contractor will plow with shoes the gravel part of the Fire Hall parking and without shoes the East end of the Fire Hall and clear the entrance of the building. The compensation for this service the Township shall pay for 4" to 6" snowfall, _____ (\$00.00) per time, for 6" to 8" snowfall, _____ (\$00.00) per time and 8" and above snowfall, _____ (\$00.00) per snowfall.
5. A bill will be submitted to the Township Clerk monthly by the second week of the month and payment is made the third Tuesday of each month. Such compensation shall be total and that there shall be no additional compensation to the Contractor and all incidental expenses shall be borne by the Contractor. If gas prices should reach \$4.00 per gallon, Mikado Township understands that re-negotiation in price may be necessary. If diesel should increase to \$4.829 a fuel surcharge will be negotiated.
6. This contract shall be effective as of the _____ and shall terminate

as of the 30th day of April 2025.

7. No waivers expressed or implied, by either of the parties hereto of any breach of any of the covenants, agreements, or duties in the part of the other party hereto to be kept or performed, or any conditions of this contract shall ever be deemed or taken to be a waiver of any other breach of the same or a waiver of any other covenant, agreement, duty or condition.
8. Any notice or communication required hereunder to be sent to either of the parties by the other hereto shall be deemed to have been sufficiently given, if mailed, postage prepaid to the Township, care of the Mikado Township Board, P.O. Box 60, Mikado, Michigan 48745, or to the Contractor at _____ or to such other address as may be filed by either party with the other.
9. Neither party shall have the right to reassign this Agreement without the prior written consent of the other party hereto.
10. It is further understood and agreed between the parties that the Contractor shall be at all times considered to be an Independent Contractor with the Township of Mikado and not as an agent, employee or servant thereof and the Contractor agrees to hold harmless and indemnify the Township of any and all actions or claims arising out of the performance of the terms herein and shall maintain insurance coverage adequate to meet the Contractor's obligations hereunder and shall, without limitation, be obligated to repair or restore property of the Township damaged or destroyed by the Contractor in the performance of the work hereunder.
11. That this agreement may be amended in writing by both parties, and that either party may terminate this contract by giving fourteen (14) days written notice to the other party expressing their desire to terminate this contract.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the

_____.

By _____
Anne Harmon
Mikado Township Supervisor
(989) 736-7721

By _____