



## CONTRACTUAL AGREEMENT

This Agreement, made this 8th day of October 2020, between the Marquette Downtown Development Authority, an Authority of the City of Marquette, hereinafter called the “**MDDA**” and Smith Construction Inc., doing business as a corporation, hereinafter called “**Contractor.**”

WITNESETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the following:

Snow plowing and ice control service (including sanding) for the following parking lots in the City of Marquette each morning that a fresh accumulation of snow, more than 2" in depth, covers the parking surface at 5:00 A.M., EST, or at such additional times at the discretion of the MDDA Executive Director or her appointed representative.

Baraga Avenue Lot  
Bluff Street Ramp, Alley, and Approaches  
Jackson Cut Alley (as requested)  
Lakeshore Boulevard. Lot  
Marquette Commons Lot  
North Main Street Lot  
Rock Street Lot  
South Main Street Lot  
Spring Street Lot

Hauling of the snow piles resulting from the snow plowing of all parking lots, designated approaches, alleys, and areas surrounding the Lower Level of the Bluff Street Parking Ramp to a snow dump supplied and assigned by the MDDA per the City of Marquette. The Contractor shall provide this service whenever the designated snow storage areas in each parking lot become filled. The Contractor shall also provide the service within 24 hours of receipt of notice to proceed issued by the MDDA Executive Director or her appointed designee.

The services provided in all of the lots, **except the Lakeshore Lot**, shall have no restriction on hours of operation except that plowing of all the parking lots shall be completed prior to 9:00 a.m., EST, each day that plowing is required. Every attempt shall be made to plowing the Lakeshore Lot no earlier than 8:00 a.m. The Contractor(s) shall be required to provide service on weekends and holidays, as well as regular weekdays.

The Contractor(s) shall supply all equipment needed to perform the work described in this Contract including plowing naturally accumulated snow and snow that is deposited by others. All equipment used to perform the work described in the Contract shall be rubber-tired and shall meet all applicable State and Local Regulations.

**Performance Standards:**

In addition to completion of contracted service, the MDDA will use the following criteria for satisfactory performance:

- A. All designated parking areas shall be plowed with no more than one (1) inch of snow remaining on paved surfaces.
- B. All designated parking lots (with exception of the Bluff Street Ramp) shall have application of ice control material after each plowing.
- C. Plowing is to be completed by 9:00 a.m., EST, of the date following snow accumulation.
- D. Plowed snow is to be stored in the designated area of each lot.
- E. Snow is not to be stored outside the designated storage area at each lot.
- F. In order to maintain adequate storage in the designated area in the Bluff Street Ramp Alley, the Contractor will remove accumulated snow piles when the snow storage encroaches on the third parking space (handicap designated) and haul to a dumping site to be designated by the City Public Works Director.
- G. Snow removal shall be accomplished with a minimum of interference with access to rental parking stalls during the hours of 8:00 a.m. to 5:30 p.m., EST. There may be designated "24-hour parking" in parking lots. The parking lot stalls assigned for overnight parking may be coordinated between the contractor and the MDDA.
- H. Snow removal in the Lakeshore Lot shall be accomplished between the hours of 8:00 a.m. and 9:00 a.m., EST.
- I. Snow plowing on the Upper Level of the Bluff Street Ramp shall be performed with a one (1) ton pick-up or less. The snowplow blade must not damage the deck coating system or expansion joint assemblies. Blades of snowplows must be fitted with rubber blades or rubber sections attached to the bottom of the plow or bucket to protect the deck membrane. Procedures used to plow the snow should incorporate a plan to plow over the expansion joint system at a 45-degree angle. This will help to ensure that the plow blade will not get caught up in the joint opening of the system and result in damage to the joint system or the deck coating. Vehicles with chains and front-end loaders are prohibited. Avoid piling of snow on top of the expansion joint and drainage conductors.
- J. The plowing of Jackson Cut Alley shall include any additional snow clean-up in the alley as requested by the MDDA Executive Director or her designee on a time and materials basis. The City of Marquette will maintain a clear path through the drivable portion of the alley. The service will be exempt from the time constraints in the remainder of the contract. The Contractor shall provide the service within forty-eight (48) hours of request to proceed issued by the MDDA Executive Director or her designee.

2. The Contractor will be responsible for damage to private or public property which was caused by negligent operation of equipment by the Contractor. The Contractor shall save harmless and indemnify the MDDA or the City of Marquette against all claims for damages to public or private property and for injuries to persons arising out of and during the progress and to the completion of the work. The MDDA shall be named as an additionally insured and provided with proof of coverage minimally as shown below.

A. Bodily Injury and Property Damage Other than Automobile:

	Each Person	Each Occurrence
Bodily Injury Liability	\$500,000	\$500,000
Property Damage Liability	\$500,000	\$1,000,000

B. Owner's Protective Liability: The bodily injury and property damage protection specified in A shall be extended to cover the MDDA for injuries or damages arising from work covered by the Contract:

C. Bodily Injury Liability and Property Damage Liability Automobiles:

Bodily Injury: Each Person	Liability: Each Occurrence	Property Damage Liability: Each Occurrence
\$500,000	\$500,000	\$500,000

3. The Contractor will commence the work required according to the Contract Documents and will complete the same not later than May 15, 2021, unless the period for completion is extended otherwise by the Contract Documents.

4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$46,700.00, as shown on the Proposal. Jackson Cut Alley plowing will be paid at an hourly rate of \$95.

5. The term "Contract Documents" means and includes the Invitation to Bid, Bidder's Proposal, Agreement, Bonds, Certificates of Insurance, General Specifications, Supplemental Specifications, Special Provisions, Construction Drawings, Notice to Proceed, and all Addenda thereto.

6. The MDDA will pay to the Contractor seven equal payments commencing November 15, 2020 and ending May 15, 2021 for work performed according to specifications. Retention of five (5) percent of each payment will be made until contract terminates. Upon satisfactory performance according to the contract documents, all retention monies will be released by the MDDA.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, successors, and assigns.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first written above.

Marquette DDA:

Contractor:

By: Rebecca Finco

By: \_\_\_\_\_

Rebecca Finco  
Executive Director

\_\_\_\_\_  
Project Manager

Marquette Downtown Development  
Authority  
337 W. Washington Street  
Marquette, MI 49855

Smith Construction, Inc.  
4090 U.S. 41 West  
Marquette, MI 49855

## PROPOSAL

Snow plowing and snow hauling for the following parking lots:

A. Bluff Street Ramp, Alley, Approaches, and Designated Areas	<u>\$12000.00</u>
B. Marquette Commons Lot (upper and lower areas)	<u><del>\$8300.00</del></u>
C. North Main Street Lot (North of 100 Block of W. Main)	<u>\$5500.00</u>
D. South Main Street Lot (S.E. corner of Main and Third)	<u>\$3000.00</u>
E. Lakeshore Boulevard Lot (Lakeshore and E. Main)	<u>\$6000.00</u>
F. Spring Street Lot (South of 100 Block of W. Spring)	<u>\$6500.00</u>
G. Baraga Avenue Lot (corner of Baraga and Front)	<u>\$2400.00</u>
H. Rock Street Lot (corner of Rock and Front)	<u>\$3000.00</u>

**Total to provide specified maintenance for all lots and areas listed above:**

\$46,700.00

I. Jackson Cut Alley, hourly rate

\$95/hr

Signed: Wyatt Smith

Date: 9/30/2020

Printed Name: Wyatt Smith

Title: Project Manager

Firm: Smith Construction, Inc.

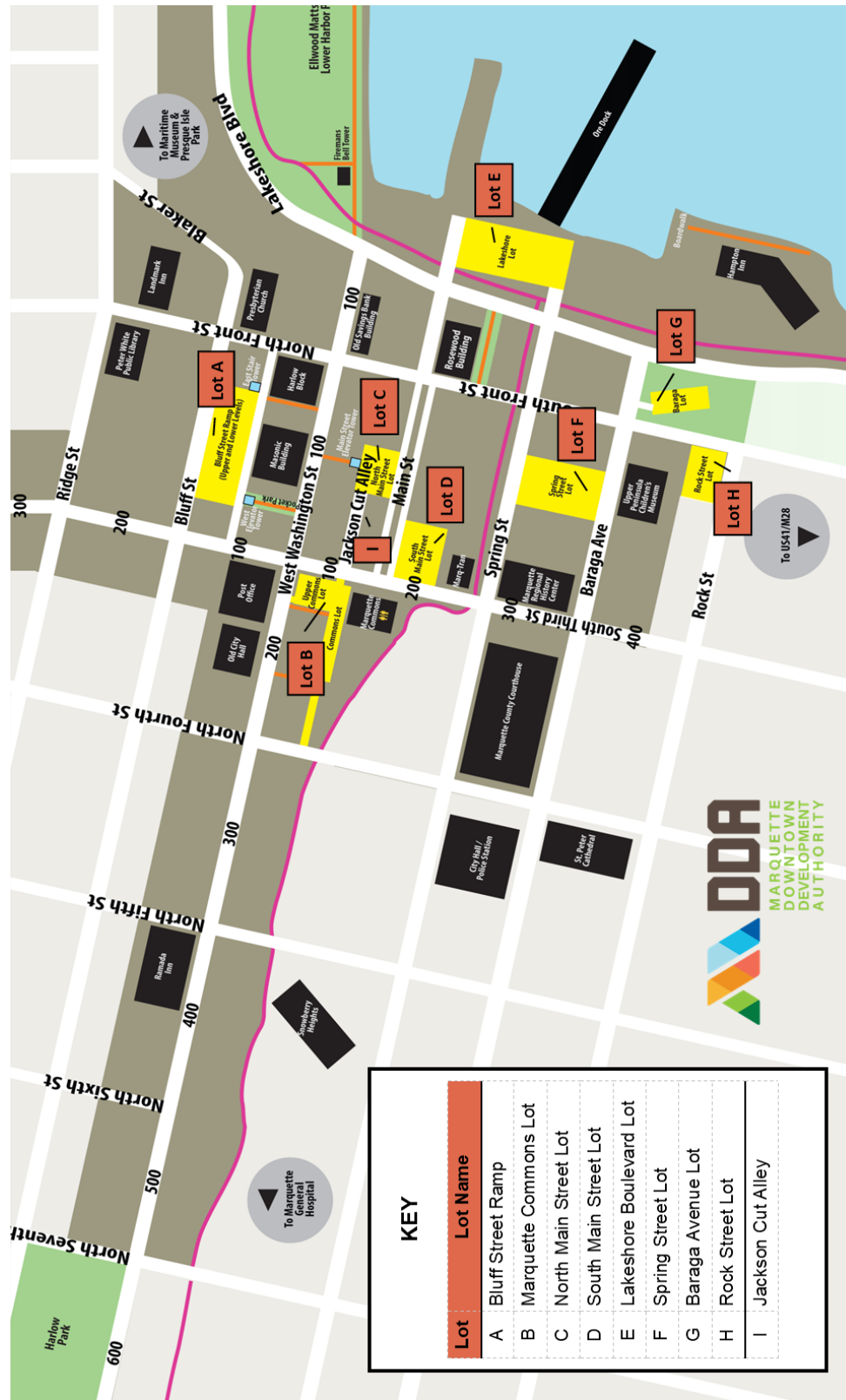
Address: 4090 US 41 W  
Marquette, MI 49855

Phone No. 906-228-7285

Cell Phone: 906-869-7040

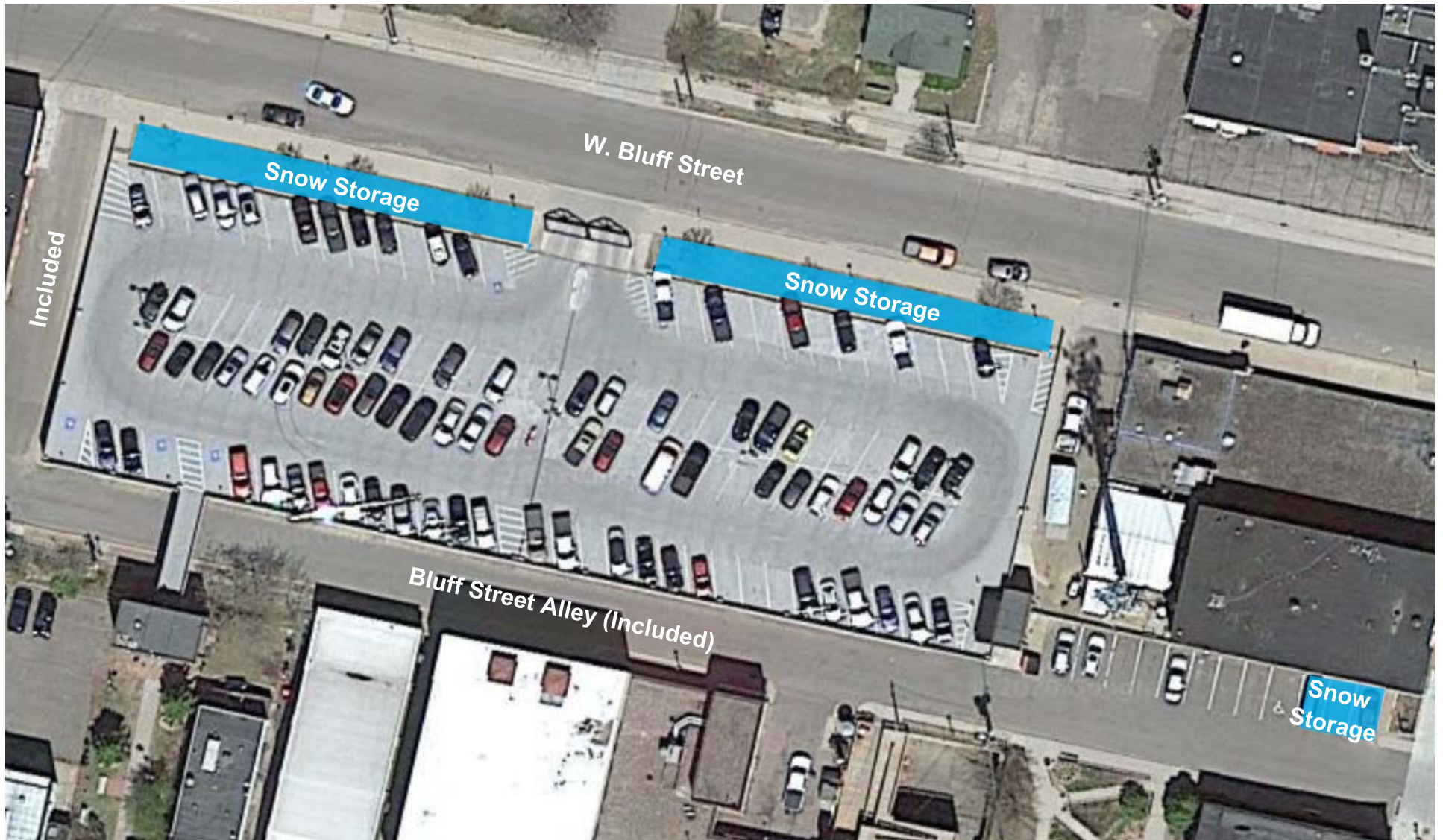
Email: wasmith@smith49855.net

# Downtown Marquette Parking Lot Map



# SNOW STORAGE MAPS

Lot A: Bluff Street Ramp, Alley & Approaches



Lot B: Marquette Commons Lot (Upper & Lower)

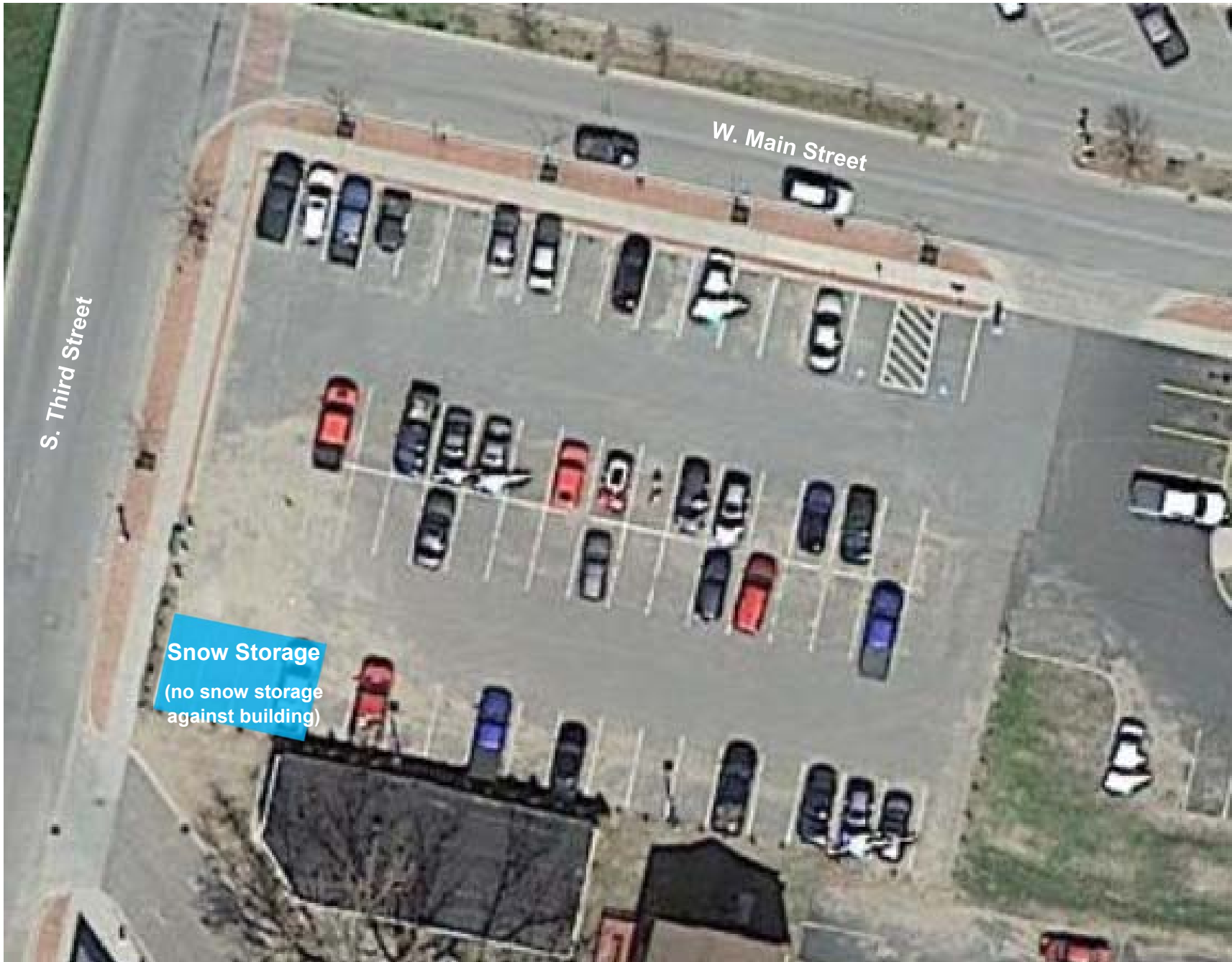




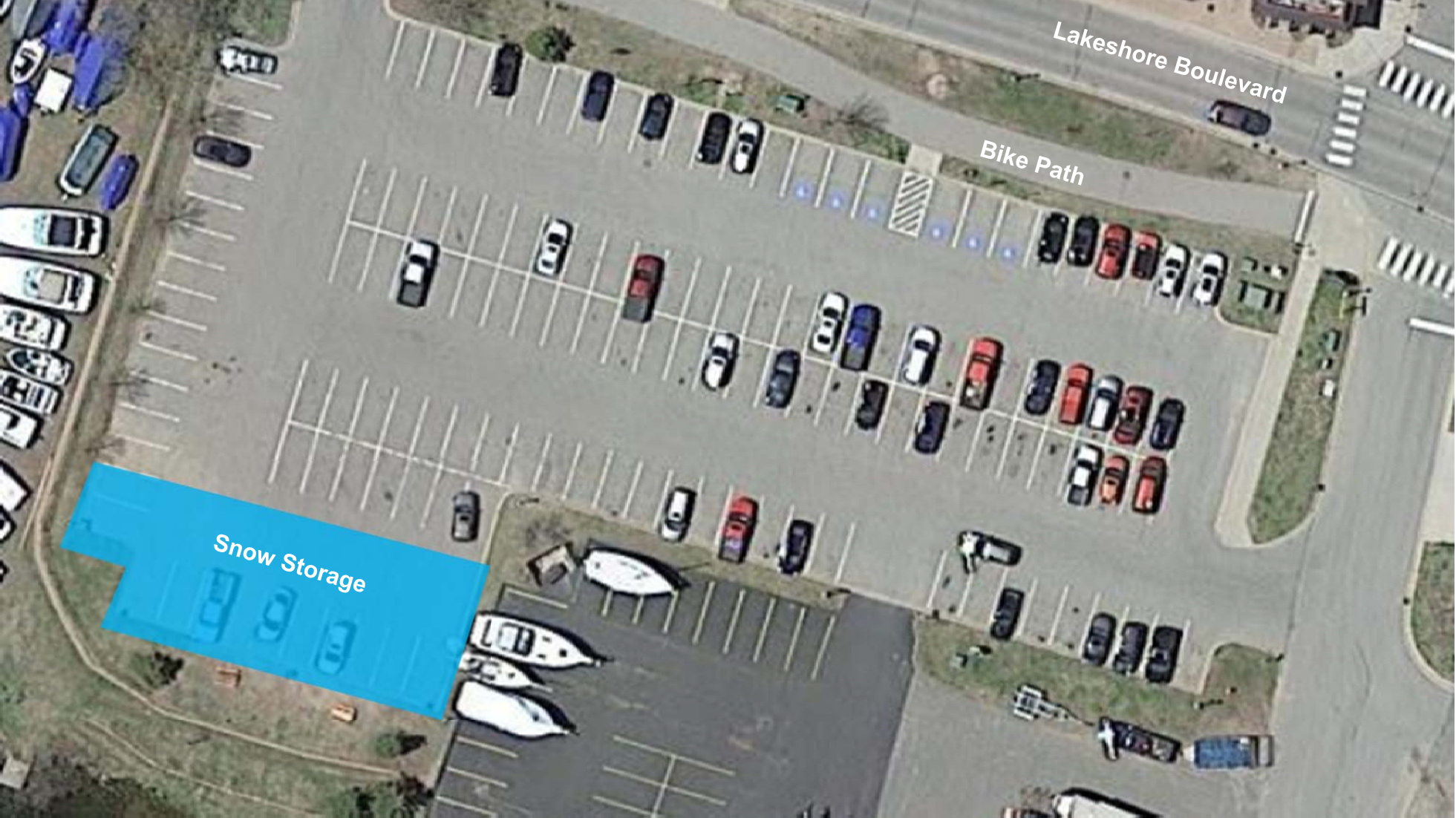
Lot C: North Main Street Lot



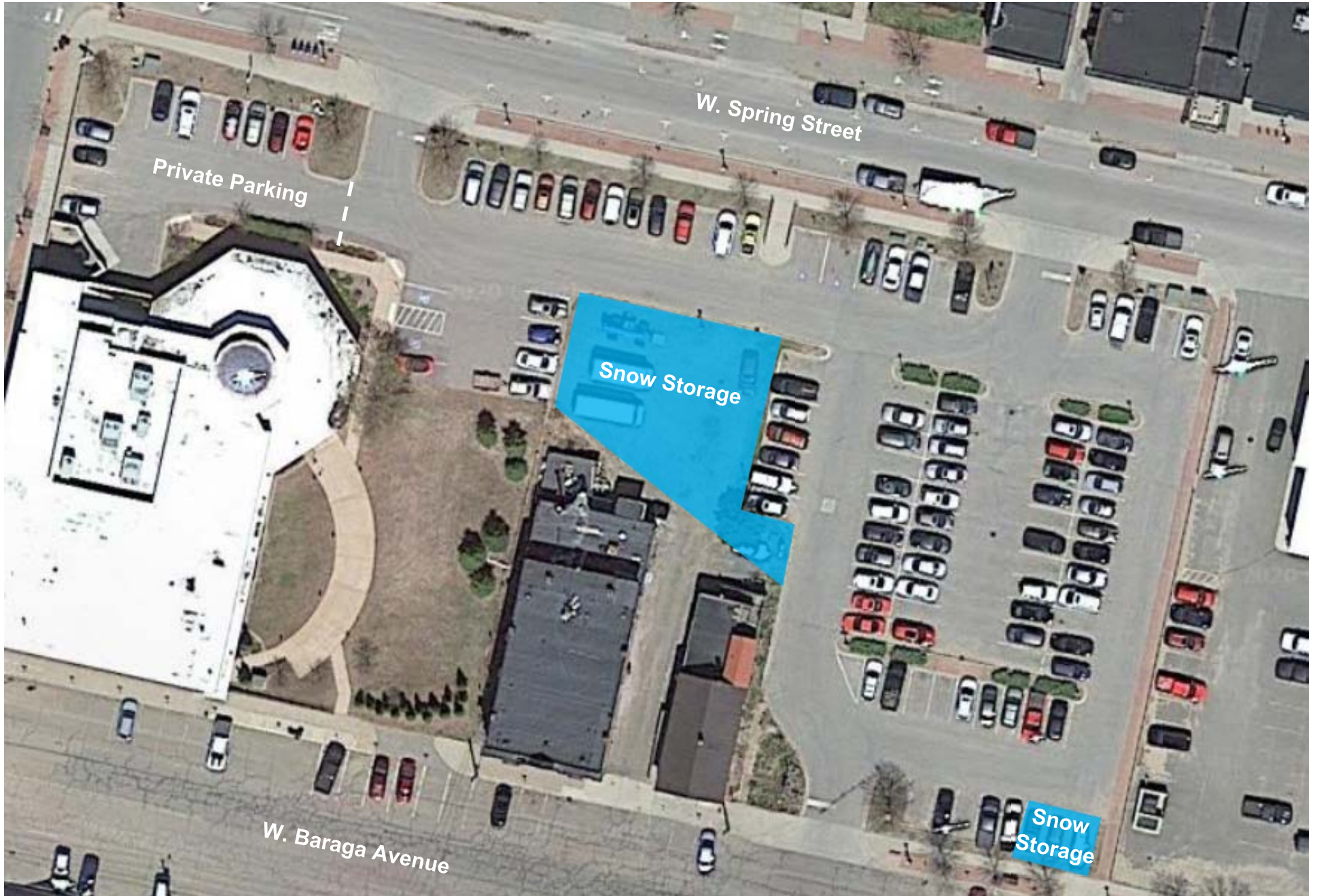
**Lot D: South Main Street Lot**



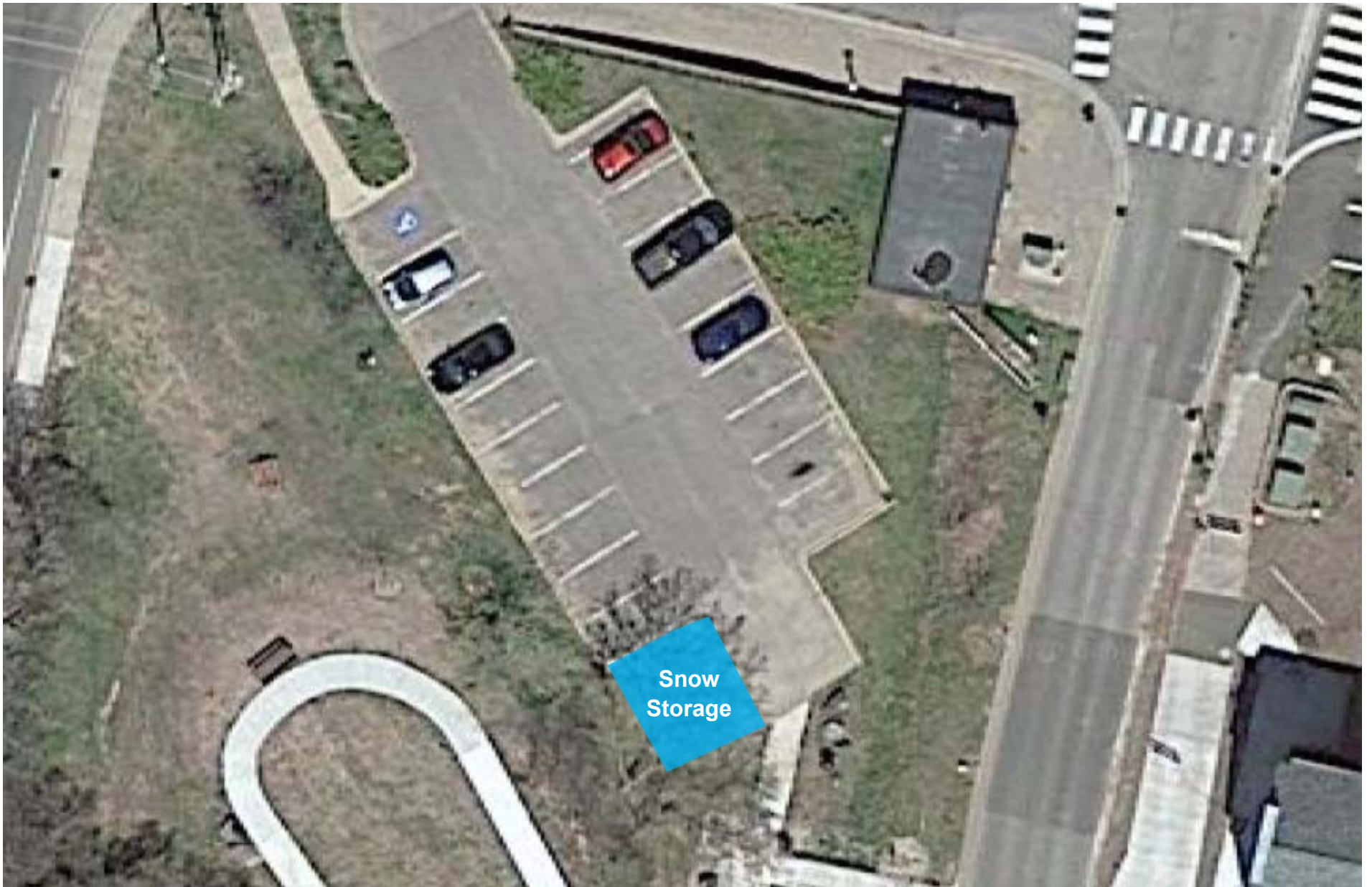
Lot E: Lakeshore Boulevard Lot



Lot F: Spring Street Lot



Lot G: Baraga Avenue Lot



Lot H: Rock Street Lot

