



CONTRACTUAL AGREEMENT

This Agreement, made this 17th day of October 2022, 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 location supplied by the Contractor. 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.
The following de-icers may be used to melt snow and ice at the Bluff Street Ramp:
 - sodium chloride
 - calcium chloride
 - Sand or other types of grits are prohibited at the Bluff Street Ramp.
- 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 the designated dumping site.
- 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 twenty-four (24) 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, 2023, 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 \$43,000.00, as shown on the Proposal. Jackson Cut Alley plowing will be paid at an hourly rate of \$100.

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, 2022 and ending May 15, 2023 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:

By: Tara Laase-McKinney

Tara Laase-McKinney
Executive Director

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

Contractor:

By: Amanda Martinet

Amanda Martinet
~~Project Manager~~
Office Manager
Smith Construction, Inc.
4090 U.S. 41 West
Marquette, MI 49855



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345		
	E-MAIL ADDRESS:		
INSURED Smith Construction, Inc. 4090 US 41 West Marquette MI 49855-9491 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACUITY, A Mutual Insurance Company		14184
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570090655027** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			X07561	01/01/2022	01/01/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			X07561	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			X07561	01/01/2022	01/01/2023	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X07561	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE-EA EMPLOYEE	\$500,000
							E.L. DISEASE-POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: SNOW PLOW SERVICES. ADDITIONAL INSURED ON THE GENERAL LIABILITY DOWNTOWN DEVELOPMENT AUTHORITY AS RESPECTS THE PROJECT NAMED ABOVE PER BLANKET ADDITIONAL INSURED ENDORSEMENT, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER DOWNTOWN DEVELOPMENT AUTHORITY 337 W WASHINGTON ST MARQUETTE MI 49855 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc</i>
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Holder Identifier :

Certificate No : 570090655027

