SNOW PLOWING AGREEMENT

This Snow Plowing Agreement (“Agreement”) is made this \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Year), by and between (School District), with the business address of (Street Address), (City, State, Zip Code) (the “District”) and **(Selected Company), (Address), (City, State, Zip Code)** **(“Selected Company”)**.

**WITNESSETH:**

**WHEREAS,** the District wishes to contract with a suitable contractor for snow plowing; and

**WHEREAS, (Selected Company)** has been selected as the vendor to provide snow plowing 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. **(Selected Company)**, upon the conditions hereinafter set forth, agrees to perform snow plowing services at the following locations:
2. **(High School), (Address), including**
   1. All drives around building.
   2. All parking lots.
   3. All driveable sidewalks/entrance ways as per walk through.
   4. (All Other Parking Lots/Drives, etc. As Needed and Requested)
3. **(Middle School), (Address), including**
   1. All drives around building.
   2. All parking lots.
   3. All driveable sidewalks/entrance ways as per walk through.
   4. (All Other Parking Lots/Drives, etc. As Needed and Requested)
4. **(Elementary #1), (Address)**
   1. All parking lots and driveable sidewalks/entrance ways as per walk through.
5. **(Elementary #2), (Address)**
   1. All parking lots and driveable sidewalks/entrance ways as per walk through.
6. **Board of Education Office**

All parking lots.

2. Time of Performance. Upon the accumulation of one (1) or more inches of snow, **(Selected Company)** is required to plow snow from the areas described in paragraph 1, above. Snow plowing of all areas described in paragraph 1, above, must be completed by 6:30 a.m. on school days. The Supervisor of Grounds of (School District) will establish the order in which the areas identified in paragraph 1, above, are to be cleared. Due to the presence of students, staff, vehicles, and other people and/or activities associated with the regular operation of the District’s schools, all snow plowing activities must cease at 6:30 a.m., **(Selected Company)** will complete as much plowing as time allows. If one (1) or more inches of snow accumulate during the regular school day, **(Selected Company)** must wait until school is excused for the day before plowing the areas described in paragraph 1, above, unless instructed otherwise.

If the District requires snow plowing services on Saturdays, Sundays, vacation days, or holidays, the Supervisor of Grounds of the District will instruct **(Selected Company)** when, and where, such services are needed.

3. Term of Agreement. The term of this Agreement shall commence on the day this Agreement is signed and is effective for the (Year)-(Year) and (Year)-(Year) school years.

4. Compensation. The District agrees to pay **(Selected Company)** the per encounter amounts, described in attachment 1, for services described above. If the volume of snow is so great that it must be removed or pushed back so that it does not encroach upon parking spaces or driveways, the District agrees to pay **(Selected Company)** the hourly amounts described in attachment 1. However, the Supervisor of Grounds of (School District) must specifically authorize **(Selected Company)** to engage in snow removal or snow bank pushback before it does so.

5. Invoice Procedure. Invoices from **(Selected Company)** must be submitted to the District’s business office according to the District’s regular scheduled check run, so that they may be processed. If **(Selected Company)** fails to submit an invoice by the invoice due date, the District will process the invoice for payment at the next scheduled check run. The invoice due dates and scheduled check runs are as follows:

Invoice Due Date Check Run

(Date) (Date)

(Date) (Date)

(Date) (Date)

**(Selected Company)** invoices for services must separately identify the portion of the bill attributed to work in the following areas: Snow plowing and snow removal

6. Insurance. **(Selected Company)** shall procure, carry and maintain comprehensive general liability insurance, which includes coverage for damage to or destruction of curbs, car stops, driveways, and ramps. **(Selected Company)** 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 (School District) and its officers, administrators, employees and volunteers as additional insureds on the policy of insurance described above.

7. Indemnity. Except as provided herein, **(Selected Company)** shall indemnify and hold harmless the District, 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 **(Selected Company)** breach of any of the provisions of this Agreement.

8. Failure to Perform. Time is of the essence for **(Selected Company)** performance of its obligations under this Agreement. If **(Selected Company)** fails to perform its snow plowing services within the parameters established in paragraph 2, above, the District reserves the right to secure replacement snow plowing services. If **(Selected Company)** fails to perform within the parameters established in paragraph 2, above, **(Selected Company)** 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 District more than **(Selected Company)** would have charged for that work, the District may deduct any excess amounts paid from any payments then due and owed to **(Selecte Company)**. This provision in no way restricts or diminishes any other rights the District 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:

District:

(Address)

(City, State, Zip Code)

Vendor:

(Address)

(City, State, Zip Code)

11. Entire Agreement. This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the District and **(Selected Company)** 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 **(Selected Company)** shall not assign or transfer this contract, or sublet any part of the work embraced in it, without the prior written consent of the District.

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: DISTRICT: (SCHOOL DISTRICT)

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

**Title**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VENDOR: (SELECTED COMPANY)**

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_