

Lapeer County Road Commission Snow Plow Removal

1. Contractors shall include with their bid an equipment list. Lists shall include make, model, year and the vehicle identification numbers.
2. Contractor shall remove snow from the designated roads in the awarded Township(s) whenever directed by the manager of the Road Commission or his designated agent.
3. Contractor shall receive compensation for providing its equipment and personnel and the providing of the above described snow removal services, at the rate of the agreed amount per hour commencing from the time the Contractor's vehicle begins the work assignment and continuing so long as the vehicle is in use in the performance of snow removal functions. No compensation shall be paid for downtime for repairs, servicing or for other reasons. The contractor will respond on an as-needed basis.
4. Contractor shall commence within 2 hours. Further, Contractor shall remove snow from the roads above described within 24 hours after notification to proceed. In the event Contractor fails to remove snow within a timely, proper and workmanlike manner, Road Commission may terminate this Agreement forthwith, whereupon Contractor shall cease all snow removal activities with respect to the roads subject to this Agreement and shall forfeit any and all guaranteed compensation, but shall be compensated for all snow removal services performed on an hourly basis prior to termination.
5. Contractor agrees that removal of snow from the roads herein above described shall have the highest priority and that it will defer any other snow removal activities for other parties until completion of its contractual duties hereunder.
6. The contractor agrees that they will not discriminate against any employee or applicant for employment, to be employed in the performance of this contract with respect to their hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of their age, except when based on a bona fide occupation qualification, or because of their race, color religion, national origin, ancestry, sex height, weight, marital status, veteran status or handicap unrelated to the ability to perform the duties of a particular job. (Act No. 251 P.A. 1955, as amended)
7. Contractor agrees that its equipment shall be used and operated only by licensed, experienced, competent and careful operators and that the equipment will be maintained in good repair and operating condition and will be equipped with all appropriate lighting, sound and other safety equipment required by Road Commission and/or by law to prevent injury to persons or property.
8. Contractor agrees to hold the Road Commission harmless against any and all loss, damage or claim for damages, including costs and attorney fees, arising from the

placement, operation, use and/or maintenance of the contractor's personnel and equipment while performing its duties under this agreement and agrees to furnish on a continuing basis proof of insurance coverage or a protective liability policy, naming the Road Commission as an additional insured, for \$1,000,000.00 personal injury and \$1,000,000.00 property damage. Said insurance coverage shall be endorsed to include contractual liability insurance for this agreement to hold harmless, indemnify and name the Road Commission as additionally insured. Contractor shall also provide proof of workers compensation insurance covering the employees/subcontractors driving the vehicles used in its snow removal operations in the minimum amount of 500,000/500,000/500,000.

9. Valid liability and workers compensation insurance proof must be submitted **with** the bid in order to be considered. It is the contractor's responsibility to ensure that the road commission has a valid copy throughout the course of the snow removal season.
10. If one chooses to bid as a sole proprietor the appropriate form must be submitted to the Road Commission on an annual basis with their bid. Sole Proprietors may not have any employees, sub-contractors, or any other drivers other than themselves.
11. Contractor agrees that the equipment described in its bid shall be the equipment used in the performance of this Agreement plus such additional equipment as may be necessary. Provided however, no such additional equipment may be used in performing this Agreement without the prior written approval by Road Commission.
12. Contractor shall restore, at their expense, any public or private property damaged or injured in consequence of any act or omission on their part or on the part of their employees or agents to a condition similar and equal to that existing before such damage or injury was done. If the contractor neglects to repair or make restorations, the Road Commission may, after 48 hour notice to the contractor, proceed to make such repairs or restorations and will deduct the cost thereof from any monies that are or may become due to the contractor.
13. Parties agree that nothing in this Agreement shall prohibit Road Commission from entering into other agreements for the removal of snow or from doing other work for Road Commission on such terms and conditions as those parties may agree.
14. This Agreement becomes effective upon its execution and shall continue until the conclusion of the last snowfall for the season, unless terminated sooner by Road Commission for reasons herein above set forth.