

CITY OF CHARLOTTE, COUNTY OF EATON, STATE OF MICHIGAN

RESOLUTION NO. 2021-008

A RESOLUTION TO AUTHORIZE SNOW REMOVAL CONTRACT

RESOLVED, that the City enter into a contract with Randy Kenyon for the general purposes of snow removal and all upon such terms and conditions as are set forth in an agreement between the parties as annexed hereto.

CONTRACT

THIS AGREEMENT is made on the 18th day of January, 2021, by and between the City of Charlotte, a Michigan municipal corporation, 111 East Lawrence Avenue, Charlotte, Michigan 48813, hereinafter referred to as "City," and Kenyon & Sons, whose address is 308 S. Sheldon St., Charlotte, MI 48813, hereinafter referred to as "Contractor."

The City and Contractor agree as follows:

ARTICLE I. Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the project entitled "Sidewalk Snow Removal" in accordance with the following project description: For the 2020-21 winter season, to remove all snow and ice accumulations from the complete width of public sidewalks, including sidewalk ramps, abutting various addresses upon receipt of a verbal notice to proceed from the Supervising Professional. Before and after time stamped pictures shall be submitted with the invoices.

ARTICLE II. Definitions

"*Supervising Professional*" means the Charlotte City Manager or other persons acting under his/her authorization.

ARTICLE III. Time for Completion and Liquidated Damages

Section 1. The work to be completed under this contract shall begin within one (1) day following contractor's receipt of a notice to proceed.

Section 2. The entire work for this contract shall be completed no later than two (2) days following the contractor's receipt of the notice to proceed unless extended by mutual agreement.

Section 3. Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, may result in Contractor's disqualification from consideration for future work pursuant to this agreement

ARTICLE IV. The Contract Sum

Section 1. City shall pay to Contractor for the performance of the contract either a) the lump sum amount of fifty dollars (\$50.00) for the removal of accumulations of ten (10) inches or less of snow and/or ice from sidewalks abutting standard residential lots including corner lots or b) actual invoiced costs associated with supplying labor, equipment and materials for the removal of 1) accumulations of snow and/ or ice in excess of ten (10) inches and 2) removal of any accumulations of snow from sidewalks abutting non-standard residential lots or commercial lots. Payment shall be made upon completion of all work and acceptance of the work by the Supervising Professional.

Section 2. The amount paid shall be equitably adjusted to cover changes in the work order by the Supervising Professional but not required by the contract documents. All such changes in the work shall be first approved in writing by the Supervising Professional prior to the start of such extra work.

ARTICLE V. Assignment

This contract may not be assigned or subcontracted without the written consent of City.

ARTICLE VI. Choice of Law

This contract shall be construed, governed and enforced in accordance with the laws of the State of Michigan. By executing this agreement, Contractor and City agree to venue in Eaton County for purposes of any action arising under this contract.

Whenever possible, each provision of the contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the contract.

ARTICLE VII. Relationship of the Parties

City and Contractor agree that this is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for City. Nothing contained in this contract shall be deemed to constitute any other relationship between City and Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the contract. Contractor certifies that it is not, and shall not become, overdue or in default to City for any contract, debt, or any other obligation to City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this contract.

ARTICLE VIII. Notice

All notices given under this contract, except Notices to Proceed, shall be in writing at the addresses set forth above. Notices to Proceed shall be given by telephone and shall be confirmed by mail or email.

ARTICLE IX. Entire Agreement

This contract represents the entire understanding between City and Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this contract. This contract may be altered, amended or modified only by written amendment signed by City and Contractor.

CITY OF CHARLOTTE

CONTRACTOR

Pearl Tidwell, City Clerk

Randy A. Kenyon
Owner

The foregoing resolution offered by Council member _____ and supported by _____.

Upon roll call vote, the following voted:

- Aye:
- Nay:
- Absent:

I, the undersigned, the duly qualified and acting Clerk of the City of Charlotte, County of Eaton, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City of Charlotte at a regularly scheduled meeting held on Monday, January 18, 2021, relevant to the Michigan Open Meetings Act, the original of which is on file in my office as part of council minutes.

IN WITNESS WHEREOF, I have hereunto set my official signature this ____ day of January 2021.

Pearl Tidwell, City Clerk
City of Charlotte