

## AGREEMENT FOR ROAD MAINTENANCE OF MEADOW LANE

This is a Contract Agreement (the “AGREEMENT”), by and between the CHARTER TOWNSHIP OF WHITE LAKE, a Michigan Municipal Corporation, whose address is 7525 Highland Road, White Lake, Michigan 48386, hereinafter referred to as the “TOWNSHIP”, and DuBay’s Property Maintenance, LLC, a limited liability company authorized to do business in the State of Michigan, whose address is 7111 Dixie Hwy, Ste 113, Clarkston, MI 48346, hereinafter referred to as “CONTRACTOR”.

### SCOPE OF WORK

1. CONTRACTOR shall be responsible for road maintenance and snow removal on Meadow Lane located in White Lake Township, Oakland County, State of Michigan.

### CONSIDERATION

2. CONTRACTOR shall receive from TOWNSHIP as consideration for the services as contemplated in this Agreement, an amount not to exceed Twenty-Four Thousand Nine Hundred Sixty Dollars (\$24,960.00) for the five years spanning 2025-2029, for the completion of the Scope of Work as set forth above. On an annual basis, once this Scope of Work has been satisfactorily completed, then payments shall be made.

### TERM OF AGREEMENT

3. The term of this Agreement shall be for five (5) years commencing the maintenance year of 2025. However, this Agreement may be terminated without cause, by any party hereto, at any time upon written notice to the other party. In the event this Agreement is terminated, pro-rated compensation will be paid to the CONTRACTOR for services performed to the date of termination.

### CONTRACT DOCUMENTS

4. The documents which form the basis for this contractual understanding between TOWNSHIP and CONTRACTOR are as follows:

- A. This Agreement; and
- B. Insurance Requirements, attached hereto as Exhibit “A” and incorporated herein by reference.

## STANDARD OF PERFORMANCE

5. CONTRACTOR does hereby agree to engage in the work as described herein and perform same in a manner to be commonly expected of someone performing the services as generally described below and herein.

## INSURANCE

6. CONTRACTOR is agreeing to assume the responsibility for the job as described above and herein and shall maintain at a minimum the insurance coverages as described in attached Exhibit A, at no additional charge to the Township.

## GENERAL TERMS AND CONDITIONS

7. Indemnification by the CONTRACTOR: The CONTRACTOR shall indemnify, protect and hold the TOWNSHIP, its employees and agents harmless from and against all liability, claims, demands, losses, damages, costs, or expenses (including attorney fees) or other liability or loss, including, accidents, injury, death, or damages to any person or property, related in any way to the performance of this Agreement that result from accidental acts, negligent acts, errors or omissions, or the willful misconduct of the CONTRACTOR'S personnel or equipment. This provision shall survive the termination of this Agreement.

8. Independent Contractor. The CONTRACTOR acknowledges and agrees that it is an independent contractor and is not an employee of the TOWNSHIP. As such, the CONTRACTOR shall not be entitled to participate in any fringe benefit programs adopted by the TOWNSHIP, nor will the CONTRACTOR be reimbursed for any expenses incurred. The CONTRACTOR shall be responsible for paying all of its own taxes on monies received for providing services under this Agreement. The CONTRACTOR shall furnish all labor, materials, and equipment necessary to perform the Scope of Work as set forth above.

9. Modifications. Any modifications to this Agreement or additional obligations assumed by either party in connection with this Agreement, shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party.

10. Authority to Contract. Each party warrants and represents that it has authority to enter into this Agreement.

11. Survival. These conditions shall survive the completion of the CONTRACTOR'S

services on this project and the termination of services for any cause.

12. Governing Law. The parties consent to the jurisdiction of Oakland County, State of Michigan.

13. Severability. If any provision of this Agreement is deemed to be invalid, it shall not affect the other remaining valid provisions hereof.

14. Notices. Any notices to be sent to either party are to be sent to those addresses as set forth below:

**If notice is sent to Contractor:**

DuBay's Property Maintenance, LLC  
Attn: Anthony DuBay  
7111 Dixie Hwy, Ste 113, Clarkston, MI 48346

**If notice is sent to the Township:**

White Lake Township  
Attn: Rik Kowall, Supervisor  
7525 Highland Road, White Lake, MI 48383

**With a Copy To:**

White Lake Township Assessor, David Hieber at the Township Address Above

15. Assignability. CONTRACTOR shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent of the TOWNSHIP.

16. Anti-Discrimination. The CONTRACTOR shall comply with all state and federal Anti-discrimination laws and shall use the leased premises in a nondiscriminatory manner to the end that no person, on the ground of race, color, religion, sex, age, handicap, disability, or national origin, shall be excluded from using the facilities or obtaining the services provided thereon, or otherwise be subjected to discrimination under any program or activities provided thereon.

17. No Joint Venture. Nothing contained in the contract documents will make, or will be construed to make, the parties hereto partners or joint venturers with each other. Neither will anything in this Agreement render, or be construed to render, either of the parties hereto liable to any third party for the debts or obligations of the other party hereto.

19. Failure of TOWNSHIP to Insist on Compliance. The failure of TOWNSHIP to insist, in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of the contract documents, shall not be construed as a waiver or relinquishment of the rights of

TOWNSHIP to insist on the future performance of any such terms covenants, or conditions, but the obligations of the CONTRACTOR with respect to such future performance shall continue in full force and effect.

[Remainder of page intentionally left blank – signatures on following page.]

CHARTER TOWNSHIP OF WHITE LAKE

Dated:

\_\_\_\_\_  
By: Rik Kowall  
Its: Supervisor

DUBAY'S PROPERTY MAINTENANCE, LLC:

Dated:

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

**Exhibit A**  
(Insurance Requirements)

DuBay's Property Maintenance, LLC shall not commence work under this contract until they have obtained the insurance required under this paragraph and shall keep such insurance in force for the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to White Lake Township. The requirements below should not be interpreted to limit the liability of DuBay's Property Maintenance, LLC. All deductibles and SIR's are the responsibility of DuBay's Property Maintenance, LLC.

DuBay's Property Maintenance, LLC shall procure and maintain the following insurance coverage:

**Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

**Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Limits may be obtained using primary and excess/umbrella liability policies.

**Environmental/Pollution Liability**: Coverage for all pollution and environmental risks, including, but not limited to, Contractor's Pollution Liability and Pollution Legal Liability coverage, where applicable, with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, loading/unloading, transportation, storage, and removal of all hazardous waste/material. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

**Additional Insured**: Policy shall include an endorsement stating the following shall be Additional Insureds: White Lake Township, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Client as additional insured, coverage afforded is considered to be primary and any other insurance the Client may have in effect shall be considered secondary and/or excess.

**Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to White Lake Township as directed in the agreement under Notices.

**Proof of Insurance Coverage:** DuBay's Property Maintenance, LLC shall provide White Lake Township at the time that the contracts are returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

If any of the above coverages expire during the term of this contract, DuBay's Property Maintenance, LLC shall deliver renewal certificates and endorsements to White Lake Township at least ten (10) days prior to the expiration date.