



Prepared for Customer/Owner:
 Platte County School District
 Dr. Devin Doll
 1495 Branch Street
 Platte City, MO 64079

DATE: 9/14/2022

SNOW & ICE MANAGEMENT CONTRACT for:

**Platte County R-III School District
 PC Campus & Barry/Pathfinder Campus**

A Site Map specifying areas to be serviced must be attached and initialed as an Exhibit to the contract.

SNOW & ICE MANAGEMENT PER SERVICE CONTRACT PRICING INFORMATION:

<u>Platte Co Platte City Campus</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Parking Lot Plow Plow lot with 1" – 3.99" of snow fall**	\$ 1,948	\$ 2,038	\$ 2,150
De – Ice Lot	\$ 2,215	\$ 2,328	\$ 2,441
Sidewalk Plow Shovel sidewalks with .5" – 3.99" of snow fall**	\$ N/A	\$ N/A	\$ N/A
De-Ice Sidewalk	\$ N/A	\$ N/A	\$ N/A
<u>Barry Pathfinder Campus</u>			
Parking Lot Plow Plow lot with 1" – 3.99" of snow fall**	\$ 324	\$ 342	\$ 360
De – Ice Lot	\$ 405	\$ 425	\$ 446
Sidewalk Plow Shovel sidewalks with .5" – 3.99" of snow fall**	\$ 352	\$ 376	\$ 402
De-Ice Sidewalk	\$ 376	\$ 401	\$ 426
<u>Platte Purchase Campus</u>			
Parking Lot Plow Plow lot with 1" – 3.99" of snow fall**	\$ N/A	\$ 476	\$ 501
De – Ice Lot	\$ N/A	\$ 591	\$ 621
Sidewalk Plow Shovel sidewalks with .5" – 3.99" of snow fall**	\$ N/A	\$ N/A	\$ N/A
De-Ice Sidewalk	\$ N/A	\$ N/A	\$ N/A

****Snow Accumulation:**

If snowfall exceeds 3.99 inches, the cost quoted for snow plowing/shoveling will increase by 50% (non-compounding) for every additional 2 inches of snowfall thereafter.
 Any additional call back services outside the scope of work will be billed on a T&M hourly rate of \$140 for truck and/or skid loader & \$162 per ton of treated salt.

Hand Chip Ice – per man hour for sidewalks (in extreme ice conditions only) **\$ 70 per man hr.**

TERM OF CONTRACT: Owner/Customer selects the following length contract:

3-Year (10/15 through 4/1 for 2022-2023, 2023-2024 & 2024-2025)

ADDITIONAL CONTRACT INFORMATION:

Metro Snow Contractors will exercise its best judgment, based upon weather forecasts and existing conditions at the time, to determine a plan of action. Customer is aware that weather conditions in the Kansas City area may change rapidly and without notice. Changes in weather conditions are considered to be an "Act of God" and Metro Snow Contractors assumes no liability for "Acts of God". Customer agrees to allow Metro Snow Contractors to decide if snowplowing and salting and/or shoveling and ice melt application is warranted based upon snow accumulation at customers' particular location. Customer understands that snow accumulations may vary throughout the Kansas City area and that accumulations in one section of Kansas City are not necessarily indicative of the accumulation at the customers' particular location. If at any time during the term of this contract Customer/Owner attempts to reduce, refuse, change or dictate changes as to how Metro Snow Contractors performs the agreed upon level of services stated in this contract, Metro Snow Contractors shall not have liability or responsibility for any slip and fall occurrences that occur and any and all liability transfers to the Owner/Customer. In these instances, Metro Snow Contractors can terminate this contract immediately and shall be paid in full by Customer/Owner for all services rendered up to that point of termination. Contractor shall not be expected to service potentially dangerous conditions for which it has not been given reasonable notice to do so.



ADDITIONAL CONTRACT INFORMATION: (continued)

Snow will be plowed from specified parking areas and (if applicable) specified walking areas whenever accumulation reaches above specified depth. Ice or "slush" will be plowed from specified parking areas and sidewalks whenever accumulation reaches $\frac{1}{2}$ ". Customer acknowledges that contractor may be required to plow surfaces below the specified depth when the weather conditions warrant doing so. All plowings shall be considered "full plows" unless otherwise agreed upon by the parties hereto, prior to plowing being done. Partial plows may be charged at a pro-rated and lower amount than quoted, depending upon the amount of work required. Quoted rate is for snow plowing of parking areas (or driveways) only. Unless specifically stated, sidewalk snow shoveling is not part of parking lot quoted rate. Customer also understands that bonded ice, hard packed snow or drifting snow may necessitate additional plowing, shoveling and/or treatment of their particular location, regardless of the total snowfall at that location & will be at an additional charge. Customer understands that plow operators may have to go thru the parking lot once to clear heavy snow and then plow again to clear remaining snow. Customer understands that this may result in additional charges for that particular snowfall and agrees to pay such additional charges.

Salt and/or De-Icers will be applied when any of the following occurs: when the temperature is 32 degrees or lower and there is any type of moisture or precipitation landing on exposed paved surfaces causing ice; snowfall ends with accumulation between $\frac{1}{2}$ " to specified plowing depth; when any snow plowing is completed. Multiple/heavy applications and/or use of high-performance treated salt may be applied in colder temperatures at additional charges. Metro Snow Contractors shall not be held liable for any slip and falls that may occur on metal staircases. Customer/Owner acknowledges that Metro Snow Contractors is not engaged, nor does it accept engagement, as a continual monitor of potential dangerous or unsafe conditions which may arise from thawing and refreezing of previously plowed and/or treated areas. Metro Snow Contractors is not responsible for any ice buildup as a result of refreeze from drains, downspouts, balconies, awnings, canopies or other structures and/or water springs, whether man-made or natural. Metro Snow Contractors is not responsible for posting warning signs for slick conditions or any other potentially hazardous conditions. Upon reasonable notice from Customer of any such condition, Metro Snow Contractors will use its best efforts to service such condition. Customer understands that Metro Snow Contractors assumes no liability for any naturally occurring condition. Customer agrees to defend and hold harmless the contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition. Customer/Owner acknowledges that product and material shortages or other circumstances beyond the contractor's control may require contractor, if the contractor finds it necessary or expedient to do so, to make material substitutions and/or modification to substance mix.

Customer/Owner understands that it is impossible and impractical to achieve the total elimination of snow/ice from all serviced areas. Customer/Owner understands that plowing, shoveling, or application of salt and/or ice melt at a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing and/or application of salt. To the fullest extent permitted by law, Customer/Owner agrees to indemnify, defend and hold harmless the Contractor, its owners and employees, its subcontractors and their employees and agents of any of these parties in connection with the performance of Contractor's duties under this contract. Customer/Owner specifically agrees this indemnification shall apply to any loss, liability, damage or claims due to property damage or personal injury resulting from occurrences caused by thawing & refreezing of walks or roadways or other surface after completion of plowing or sidewalk shoveling. This indemnification shall also apply to any other occurrence which is the result of any actions or inactions of Customer/Owner, and not due to any action or inaction of Contractor.

Service calls, including but not limited to moving snow piles and/or hauling snow piles from property, will incur additional charges at an hourly rate or a minimum trip charge. Customer understand that Metro Snow Contractors does not shovel or de-ice between cars, around parking stops and/or trash bins, in or around shopping cart corrals, or move snow piles unless specifically requested to do so by the customers and at an additional charge. Metro Snow Contractors is not responsible for snow or ice services in areas which are blocked by parked vehicles or otherwise inaccessible or obstructed. Holiday services will be charged an additional 25% premium above normal per occurrence charges and hourly rates and are defined as Thanksgiving, Christmas Eve/Day, and New Year's Eve/Day.



ADDITIONAL CONTRACT INFORMATION: (continued)

Customer acknowledges that surface contact and scraping by plows and/or shovel blades are required in the process of snow and ice management and that normal wear and tear of surfaces result in this process. Customer also acknowledges that landscape and/or vegetation damage is considered normal wear and tear when salt/deicers are applied to melt snow/ice. Metro Snow Contractors is not responsible for: (a) repairing or replacing curbing, asphalt, concrete or other hard surfaces or parking lot borders that are scratched, gouged, or otherwise worn as a result of normal wear and tear from snow and ice management services; (b) repairing or replacing curbing, asphalt, concrete or other hard surfaces or parking lot borders that are damaged due to corrosion from melting agents or which are already in disrepair, well worn, crumbling or otherwise not in good condition to withstand the impact of snow and ice management services; (c) damage to landscaping caused by salt/ice melt run-off or by the piling of snow; or (d) damage done to speed bumps. We recommend removable speed bumps that can be removed prior to winter and reinstalled after winter. Reports of damages must be reported to Metro Snow Contractors in writing within forty-eight (48) hours. Failure to report damages constitutes a waiver and the contractor is released from liability.

All sums due are to be paid within thirty (30) days of the completion of work. Any remaining balance thereafter will be subject to a finance charge of one and one-half percent (1.5%) per month until paid in full. Written notification of any dispute with services rendered must be made within seven (7) days from receipt of invoice. Accounts that are past due will not be serviced until account is brought up to date. Customer understands and accepts the fact that the delays in payments made to Metro Snow Contractors may result in appropriate legal action being taken to collect monies owed to Metro Snow Contractors. Customer agrees to pay all Contractors' costs and expenses including reasonable attorneys' fees incurred in collecting unpaid sums due, and that customer has read document in its entirety. Contract shall be binding to the benefit of the parties and their heirs, executors, administrator, and assigns.

This written contract contains all conditions and describes all work to be done. This contract supersedes all contracts and any verbal commitments made prior to the date of this contract. This contract shall begin on the effective date on Page 1 and continue for the term selected on Page 1 or until terminated by either party upon 30 days written notice to the other party. Monies invoiced or due for services rendered are due and payable upon such termination.

Contract Authorization: The person executing this contract on behalf of the Customer/Owner represents & warrants that they have the authority to bind Customer/Owner. By signing below, Customer/Owner hereby engages Metro Snow Contractors to provide the snow & ice management procedures for the property described above in accordance with the pricing (that includes all applicable taxes) and terms & conditions:

Customer Signature

Company: _____

Phone #: _____

Agent: _____

Email: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Metro Snow Contractors, LLC Signature

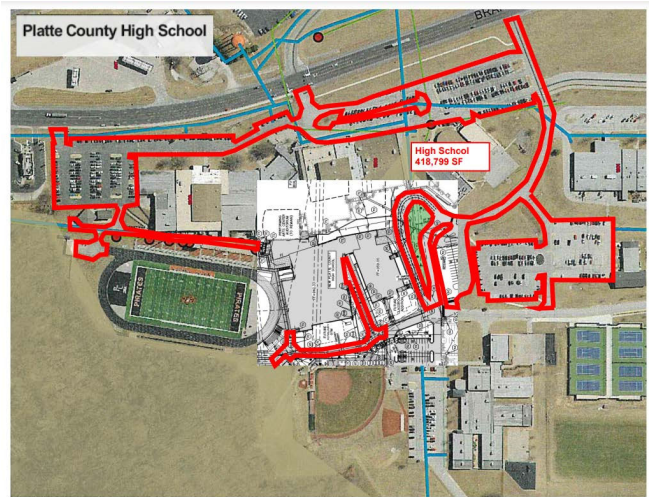
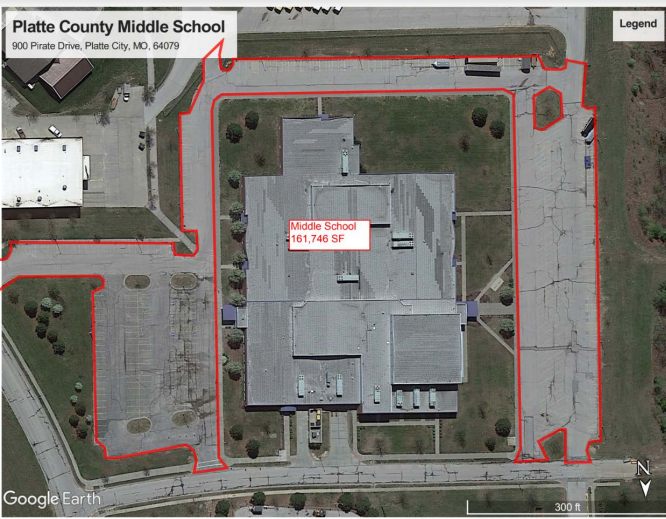
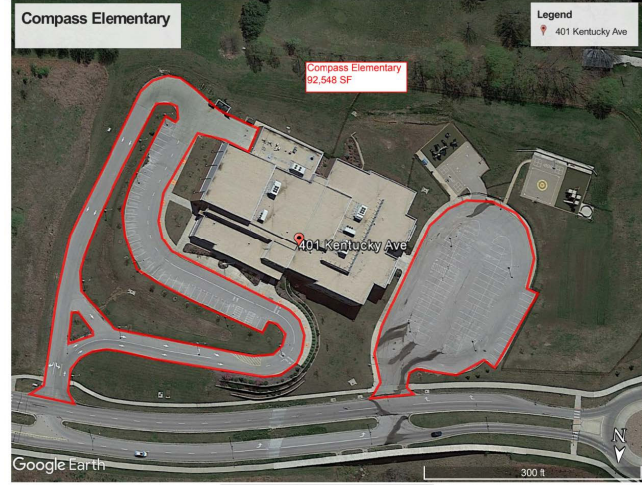
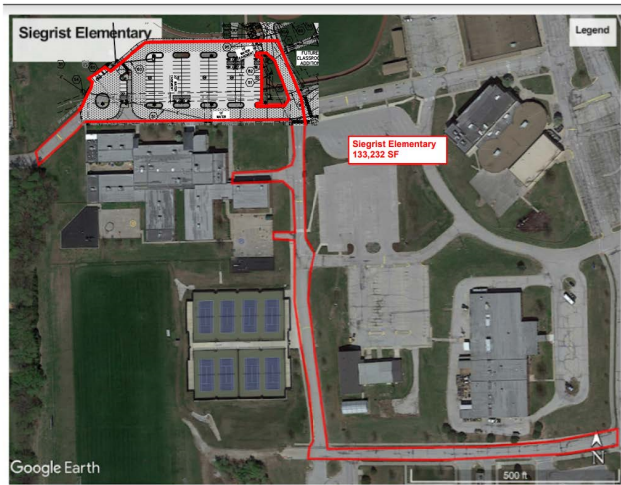
By: _____
Chris Wardrip, President

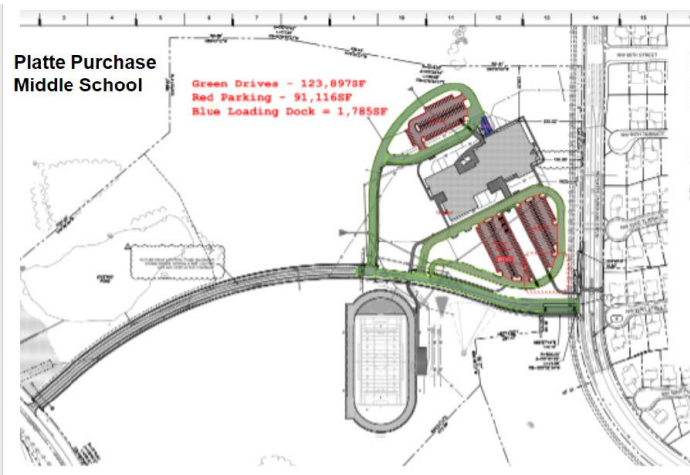
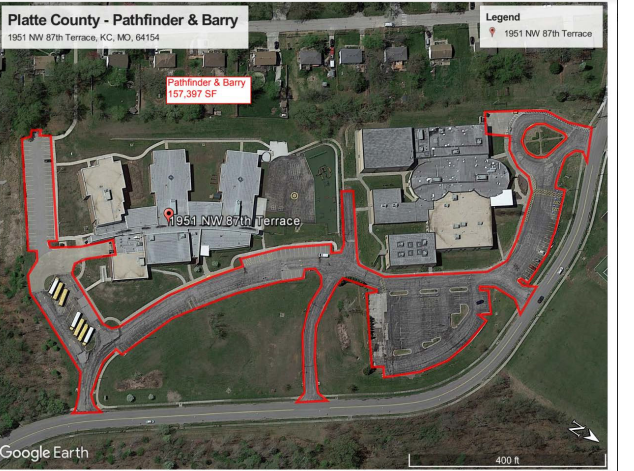
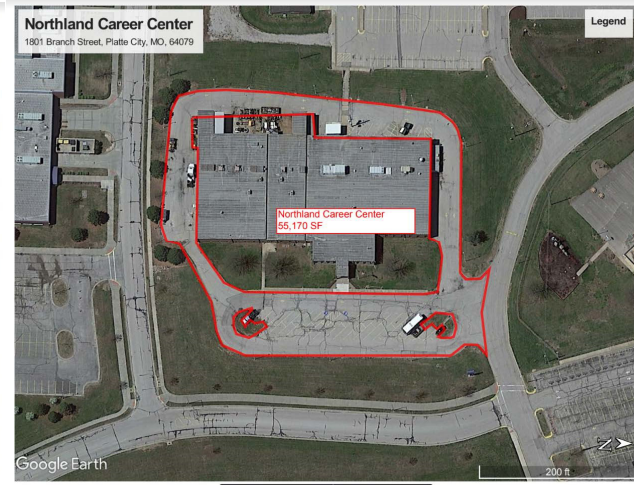
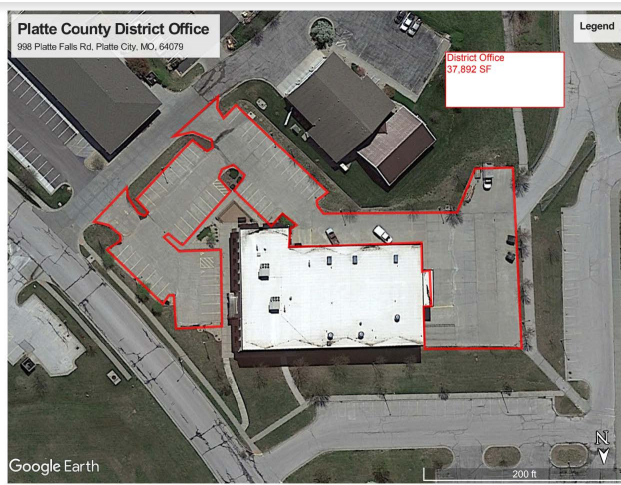
Date: _____

A fully executed copy will be returned to your office along with a W-9 & a current certificate of general liability & worker's compensation insurance.

EXHIBIT A – SITE MAP

The Owner/Customer of the property is presumed to know their own property boundaries. Metro Snow Contractors will perform snow and ice management services per the Customer completed site map. This site map must be initialed and included in the contract as Exhibit A.





(Please indicate on this site map, or your own site map, the areas to be serviced by outlining the property boundaries. Also indicate if there are any areas that are NOT to be serviced.) This (or your own) site map must be referenced as an Exhibit to the contract.