KEWEENAW BAY INDIAN COMMUNITY
Real Estate/Transportation Department
16429 Beartown Road
Baraga, MI 49908

REQUEST FOR PROPOSALS FOR SNOW AND ICE REMOVAL SERVICES FROM THE COMMUNITY'S CHOCLAY TOWNSHIP (MARQUETTE, MI) HOUSING STREETS

The Keweenaw Bay Indian Community (the "Community") is seeking a qualified individual or firm (the "Contractor") to perform snow and ice removal services at its Chocolay Township Housing Property as described in this RFP.

PROJECT DESCRIPTION:

The Community is seeking a multi-year contract (up to three (3) years) for snow and ice removal services (See Scope of Work) on the following tribal streets serving forty (40) housing units and located just south and west of the Ojibwa Casino II Marquette in Harvey (Chocolay Township), Michigan: Acorn Trail, Ojibwa Trail, Keweenaw Trail, Acre Trail, and Welsh Trail. The Services shall also be performed on the parking area of the Community Building. The five (5) streets and the parking area described above are collectively referred to herein as the "Properties" and identified on the *Keweenaw Bay Indian Community (MI) TTP Snow and Ice Removal Map 2024-2027* ("Map") provided in this RFP.

Scope of Work

From November 1 through April 30* of each year, Contractor shall provide the following Services, including its own employees, equipment, and supplies necessary to complete the Services, to the Community's Real Estate/Transportation Department, automatically and without request by the Community:

(a) Contractor shall begin snow and ice removal at the Properties (defined and described herein) as soon as the snow reaches a depth of 2 inches or icy conditions are present, regardless of the time of day or night, or day of the week; and

(b) Contractor shall supply and mechanically spread deicing road salt and or sand as appropriate so as to not allow icy conditions to persist on the Properties; and

(c) No snow shall be piled up and or stacked around or against any building, fire hydrant, pump and or lift station, light post, street intersection, traffic sign or any other commercial or municipal equipment and or service that requires 24 hr. access; and

(d) When snow begins to fall with heavy and rapid accumulations, Contractor shall begin removing the snow from the Properties using the fastest method possible; In some cases, this may mean windrowing snow where appropriate; windrowed snow will be removed at no additional cost to the Community from such places upon the end of the rapid snow accumulation event without request by the Community or Director; and

(e) Contractor shall not let hard pack accumulate on the surface of the Properties; in cases where extreme weather and traffic conditions cause hard pack to accumulate on surfaces of the Properties, Contractor will remove hard pack using generally acceptable methods at such a time when weather permits; Contractor shall not allow surfaces of the Properties to become uneven with hardpack to a point that may cause motorized and or non-motorized traffic to be impeded or unsafe; it is understood that removal of hard pack will be at no additional cost to the Community.

*if snow and or ice accumulate before November 1 of any year during the term of the Agreement except the initial year, Contractor shall perform snow and ice removal services as described therein and bill the Community appropriately, subject to Section B.(1)(b) of Attachment I of the Tier II-B Services Agreement provided with this RFP, at a rate not to exceed the monthly charge as determined by the Contractor's accepted bid for services; if snow and or ice accumulate after April 30 of any year during the term of this Agreement, Contractor shall perform snow and ice removal services as described therein and bill the Community appropriately, subject to Section B.(1)(b) of Attachment I of the Tier II-B Services Agreement provided with this RFP, at a rate not to exceed the monthly charge as determined by the Contractor's accepted bid for services; the Agreement between the parties may be extended until the final accumulation of snow and or ice during the spring season of the final year for which the Agreement is made in accordance with the terms and conditions thereof.

Qualifications

At a minimum, Contractors shall be insured (See attached *Tier II-B Services Agreement* for insurance requirements), have demonstrated experience, capability (including equipment) and skills to perform the services for which this RFP is solicited.

Guidelines

Contractor shall provide its own employees, equipment, and supplies necessary to complete the Services.

Contractor shall begin plowing, shoveling, salting and or sanding at the Properties as soon as the snow or ice reaches a depth of 2 inches, regardless of the time of day or night, or the day of the week.

Contractor shall supply and mechanically spread deicing road salt and or sand as appropriate and at Contractor's discretion consistent with the scope of work and these guidelines.

For snowfalls of 2 to 6 inches depth, all snow shall be plowed away from any buildings and pushed to the farthest end of any parking lot; No snow shall be piled up and or stacked against any building, fire hydrant, pump and or lift station, light post, street intersection, traffic sign or any other commercial or municipal equipment and or service that requires 24 hr.

For snowfalls of more than 6 inches depth, all snow shall be plowed away from any buildings; Contractor may windrow snow upon request by the Director or at the Contractor's discretion consistent with the scope of work and these guidelines; Windrows shall be removed at no additional cost to the Community; Contractor shall relocate snow and ice that has accumulated during the term of this Agreement if such accumulation begins to impair access to the Properties and the homes they serve.

Contractor shall return to the Properties to plow vacant parking stalls if a majority of the parking stalls are occupied during Contractor's initial work.

Contractor shall keep all fire hydrants free from snow and ice, and easily accessible in case of emergencies.

When snow begins to fall with heavy and rapid accumulations shortly before or during business hours, Contractor shall begin plowing the snow from the Properties using the fastest method possible. In some cases, this may mean windrowing snow; windrowed snow will be removed at no additional cost to the Community from such places upon the end of the rapid snow accumulation event without request by the Community or Director.

Contractor shall not create drifts in front of dumpster enclosures, fire lanes, entrances, driveways or on sidewalks. Contractor agrees to remove such drifts created by Contractor, at no additional cost to the Community. If Contractor does not remove such drifts, Contractor agrees to pay any expenses incurred by the Community for removal of such drifts.

Contractor shall be responsible for all damages to any Properties caused by the operations of Contractor, including, but not limited to, buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving or striping, and any equipment used in connection with such operations.

Contractor shall immediately contact the Community's Director of Real Estate/Transportation if for any reason the entirety of the Properties, as defined in section A.(2) of Attachment I of the Tier II-B Services Agreement provided with this RFP, cannot be completely plowed within 4 hours after snow or ice has stopped accumulating at the Properties.

Contractor shall provide the Director with all current after-hours telephone numbers of Contractor.

PROPOSALS

Proposals should include the following information:

- Proposed fee amount per unit cost; and
- General overview of the company, including the company's full name and address, services offered, any professional affiliations, and other such general information; and
- Contractor's qualifications and experience providing snow and ice removal services, with references; and
- Contractor's key personnel to be assigned to the Project; and
- Certification of Indian ownership (if applicable).

CONTRACT

The form of contract for the Project will be the Community's *Tier II-B Services Agreement* which is provided herewith this RFP. The successful respondent to this RFP will be required to execute the contract, in the form attached hereto, if the contract is awarded.

PROPOSAL ACCEPTANCE

The Community reserves the right to accept and or reject any and all proposals, and to waive any and all informalities and or irregularities in the proposals submitted during the bidding process, to award the contract to a bidder who is not the lowest bidder, and to negotiate the terms of the

contract with more than one bidder. This right of the Community may be exercised in the sole discretion of the Community.

PROPOSAL WITHDRAWAL

Proposals for bids may not be withdrawn for a period of sixty (60) days after the time established for the receipt of proposals. Bidders may withdraw at any time prior to the time set for the receipt of proposals.

NOTICE REGARDING INDIAN PREFERENCE

All employers, contractors and subcontractors operating within the jurisdiction of the Keweenaw Bay Indian Community are required to give preference to Indians and Indian organizations/enterprises in contracting, hiring, promotions, training, and all other aspects of employment. Employers and contractors must comply with all rules, regulations, and guidelines of the Community's Tribal Employment Rights Ordinance (TERO) which sets forth specific obligations of the employer regarding Indian preference. All employers and contractors shall sign and submit a compliance plan for approval by the TERO Director.

For more Information contact:

Debra Picciano, TERO Director
Office of Tribal Employment Rights
16429 Bear Town Road
Baraga, Michigan 49908
Phone: (906) 353-4167
Fax: (906) 353-7540
E-Mail: tero@kbic-nsn.gov

DEADLINE

The Community will receive bidders' proposals until **close of business on November 11, 2024.**

One electronic copy of the proposal must be submitted to:

Jason Ayres, Real Estate Officer
RE: Chocolay Twp Snow Removal
Keweenaw Bay Indian Community
16429 Beartown Road
Baraga, Michigan 49908
EMAIL: jayres@kbic-nsn.gov
FAX: (906) 353-6869

All material submitted will become the property of the Community.

CONTACT PERSON/COMMUNUNITYY REPRESENTATIVE

Questions regarding this RFP should be directed to:

Jason Ayres, Real Estate/Transportation Officer
Keweenaw Bay Indian Community
16429 Beartown Road
Baraga, Michigan 49908
PH: (906) 353-4132
EMAIL: jayres@kbic-nsn.gov

ADDITIONAL PROVISIONS

Signature by Responsible Party

All proposals must be signed with the company name and by a responsible officer or employee authorized to transact business on behalf of the company, partnership, or corporation.

Conflict of Interest

The bidders must disclose any interest of the company or its employees, either direct or indirect, that would conflict in any manner or degree with the performance of the services in connection with this project. Bidders must also disclose any affiliation with the Community by the company or any member thereof.

Verbal Agreement

No verbal agreement or conversation with any elected or appointed official, agent or employee of the Community, either before, during or after the submittal of this proposal, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the selected consultant to any additional compensation or consideration under the terms of this Request for Proposals.

Changes

The Community may request changes in the scope of services and will give the Contractor the opportunity to respond appropriately.

Anti-Discrimination

The selected consultant shall not discriminate against any person or applicant for employment because of race, color, creed, religion, sex, national origin or ancestry, age, material status, physical or mental disability, or political beliefs or affiliations.

Choice of Law

Unless otherwise stated herein or in contracting documents, all written contracts and or agreements shall be governed by and construed in accordance with the laws of the Keweenaw Bay Indian Community. The Parties and any successor or permitted assigns irrevocably consents to resolve all claims or controversies that relate to any written contract and or agreement between the Parties in the Keweenaw Bay Indian Community Tribal Court.

The Community will receive bidders' proposals until **close of business on November 11, 2024**

This RFP may be amended/modified to address questions posed by contractors or for any other reason deemed appropriate by the Keweenaw Bay Indian Community and if so amended/modified, will be publicly posted similarly to this RFP.

SERVICES AGREEMENT
(TIER II)

THIS SERVICES AGREEMENT ("Agreement") is entered into as of the latter of the signature dates below, between the Keweenaw Bay Indian Community, a federally recognized Indian Tribe, with offices at 16429 Beartown Road, Baraga, Michigan 49908 (the "Community"), and_____, whose address is _____, ("Contractor") collectively referred to as the "Parties," and individually referred to as a "Party."

WHEREAS, the Community desires to contract with the Contractor to provide snow and ice removal services to the Community's Chocolay Township (MI) Properties, as described in this Agreement and Attachment I (the "Services"), and the Contractor agrees to provide the Services to the Community on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the promises, conditions, and covenants contained herein, the Parties hereby mutually agree as follows:

1. SERVICES TO BE PERFORMED

The Contractor shall perform all the Services in accordance with the terms and conditions of the Agreement and in Attachment I, *Scope of Services and Fee Schedule* ("Attachment I"), which is attached hereto and incorporated herein by this reference.

2. TERM OF THE AGREEMENT

The term of this Agreement is effective on the latter date of the signatures of the parties to this Agreement, and the Services shall be completed by or on April 30, 2027, unless terminated earlier as provided for herein.

3. COMPENSATION AND EXPENSES

The Community shall pay the Contractor for the Services as provided for in Attachment I.

4. INDEPENDENT CONTRACTOR

The Parties agree that the Contractor will act as an independent contractor and not as an employee of the Community in performing the Contractor's obligations under the Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes and fees arising out of the Contractor's activities in accordance with the Agreement. The Contractor understands that as an independent contractor, the Contractor is not entitled to any of the protections, rights, and benefits of an employee of the Community. The Contractor hereby waives any right or claim to unemployment benefits, workers' compensation benefits, insurance coverage and benefits, vacation and holiday benefits, and other benefits or contributions to such benefits that an employee of the Community may be entitled to receive.

5. INSURANCE

5.1 INSURANCE COVERAGES. Until completion and final acceptance of the Services, the Contractor shall purchase and maintain the insurance coverages with the liability limits specified below to cover all aspects of the Services provided. The specified coverages and liabilities are minimum requirements, and the Community makes no representation that the coverages and limits are adequate. Certificates of such insurance, which shall be prepared on the most current edition of ACORD certificate

form, and copies of policies if requested by the Community, shall be filed with the Community before commencing the Services and shall be subject to its approval for adequacy of protection and the satisfactory character of the insurer, but in no case shall they be less than the following limits:

(a) Workers Compensation: Applicable Statutory Limits;

(b) Employer's Liability: Five Hundred Thousand Dollars ($500,000);

(c) Commercial General Liability (including Products and Completed Operation; Personal Injury and Advertising; Contractual Liability; Premises Operations; Independent Contractors' Protective; and Broad Form Property Damage):

(i) Bodily Injury and Property Damage: One Million Dollars ($1,000,000) Each Occurrence; Two Million Dollars ($2,000,000) Annual Aggregate;

(ii) Products and Completed Operations to be maintained for three (3) years after final payment. Two Million Dollars ($2,000,000) Annual Aggregate;

(iii) General Liability Annual Aggregate per Project Endorsement: Two Million Dollars ($2,000,000).

(d) Pollution Liability: One Million Dollars ($1,000,000) Each Occurrence; Two Million Dollars ($2,000,000) Annual Aggregate;

(e) Commercial Automobile Liability: Bodily Injury and Property Damage: One Million Dollars ($1,000,000) Combined Single Limit;

(f) Umbrella/Excess Liability: One Million Dollars ($1,000,000). Umbrella/Excess Liability shall be over Commercial General Liability, Commercial Automobile Liability, and Employers Liability on a follow-form basis.

5.2 ADDITIONAL INSUREDS AND WAIVER OF SUBROGATION. The Community shall be named as an additional insured on the General Liability on a primary and non-contributory basis. A Waiver of Subrogation in favor of the Community shall be included with respect to the Commercial General Liability and Workers' Compensation policies.

5.3 SUBSTITUTE INSURANCE. During the term of the Agreement, the Contractor's insurance policies shall not be changed or canceled until after at least thirty (30) days' prior notice to the Community. In the event of such cancellation, the Contractor shall provide the Community within said thirty (30) days with substitute insurance coverage meeting the requirements of this section.

If substitute insurance coverage is not provided to the Community within the period required by this subsection 5.3, the Community shall have the right to suspend the Services until the substituted insurance coverage is provided to the Community by the Contractor to the Community's satisfaction.

5.4 THE CONTRACTOR'S CONTINUING OBLIGATIONS. Compliance by the Contractor with the foregoing requirements as to carrying insurance and furnishing certificates shall not relieve the Contractor from the Contractor's obligations and liability under this Agreement.

6. INDEMNIFICATION

The Contractor agrees to defend, indemnify, and hold harmless the Community and its council members, officers, departments, agencies, agents, representatives, and employees (collectively referred to herein as "Indemnitees") from all claims, suits, losses, damages, liabilities, and expenses of whatever kind or nature, including bodily injury, death, property damages, and attorneys' fees (collectively referred to herein as "Claim(s)") that are in any way related to this Agreement or arise out of any act or omission of the Contractor, or anyone for whose acts or omissions the Contractor is legally liable, that results in a Claim(s) against the Indemnitees. However, the Contractor is not obligated to indemnify or defend the Indemnitees for any losses arising out of or resulting from the Indemnitees' gross negligence or willful misconduct.

7. CONFIDENTIAL INFORMATION

All information that relates to the financial, business, legal, transactional, and other affairs of the Community that the Contractor receives by virtue of the Contractor's relationship under this Agreement with the Community shall be considered by the Contractor as confidential, unique, and valuable ("Confidential Information"). The Contractor agrees that the Contractor will not disclose, directly or indirectly, to or use for the benefit of the Contractor or any third party any such Confidential Information, or any knowledge or data related to Confidential Information, acquired by virtue of the Contractor's relationship under this Agreement with the Community, without the prior written approval of the Community.

8. REPRESENTATIONS AND WARRANTIES

8.1 The Contractor warrants that the Services shall be performed in a thorough, efficient, and workmanlike manner; promptly; and with due diligence and care.

8.2 The Contractor warrants that all goods the Contractor uses or provides in connection with performing the Services will be merchantable, safe, and fit for the Community's intended purposes, and the purposes have been communicated to the Contractor.

8.3 The Contractor warrants that it currently possesses all necessary licenses, permits, and approvals required in the applicable tribal, state, and federal jurisdiction to perform the Agreement. Upon request by the Community, the Contractor shall provide the Community with copies of all such licenses, permits, and approvals.

8.4 The Contractor is qualified to do business and is in good standing in every jurisdiction in which that qualification is required for purposes of this Agreement, except where the failure to be so qualified, in the aggregate, could not reasonably be expected to adversely impact its ability to perform its obligations under this Agreement.

8.5 Each person signing the Agreement on behalf of the Contractor and the Community represents that he or she has full authority to enter into the Agreement and bind the Community or the Contractor.

8.6 The Contractor has the full right, power, and authority to enter into this Agreement and to perform its obligations under it. The execution, delivery, and performance of this Agreement by Contractor will not violate, conflict with, require consent under, or result in any breach or default under (1) any of Contractor's organizational documents (including its certificate of incorporation and by-laws), (2) any applicable law or regulation, or (3) the provisions of any material contract to which Contractor or any of its material assets are bound.

8.7 The Contractor represents that it has carefully examined the site where the Contractor will perform the Services, is familiar with it, and has satisfied itself as to the nature and location where it shall perform the Services. The Contractor assumes the risk of any limiting factor or condition discovered on the site when performing the Services.

9. TERMINATION

Either Party may terminate this Agreement for the other Party's material breach upon written notice after providing a reasonable opportunity to cure the breach, and the Community may terminate this Agreement if the Contractor files, or has filed against it, a bankruptcy petition. The Community reserves the right to terminate the Agreement at any time for any reason upon 14 days' written notice to the Contractor. All representations, covenants, indemnifications, warranties, and guarantees made in, required by, or given under this Agreement shall survive the Community's final payment for, the Contractor's completion of, and the Community's acceptance of the Services and shall survive either Party's termination of the Agreement; such warranties shall continue in full force and effect. In the event of termination of this Agreement under this section, the Contractor shall be responsible and shall promptly reimburse the Community for any

additional costs incurred by the Community to complete any portion of the work due to any defects in materials or workmanship by the Contractor.

10. BREACH

The Contractor's failure to adhere to any covenant, condition, or other promise contained in this Agreement shall be considered a breach. If the Contractor breaches this Agreement, the Community may pursue all rights or remedies that are now or subsequently available at law, in equity, by statute, or in this Agreement. All rights and remedies provided in this Agreement are cumulative and not exclusive.

11. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing. They shall be by (1) personal delivery, (2) nationally recognized overnight courier (with all fees prepaid), or (3) certified or registered mail (in each case, return receipt requested, postage prepaid). Subject to any express provisions in this Agreement to the contrary, any notice delivered under this Agreement shall be deemed delivered when received by the receiving Party at the appropriate address listed above. To provide sufficient notice, the Contractor shall also provide a copy of such notice to the Community via email with a PDF attachment sent to legal@kbic-nsn.gov.

12. MISCELLANEOUS

12.1 The governing law for this Agreement shall be the laws of the Keweenaw Bay Indian Community ("Tribal Law"), notwithstanding the applicability of any jurisdiction's choice of law rules**.** The Contractor agrees to comply with all Tribal Law in providing the Services under this Agreement. The Contractor agrees that all disputes, actions, and claims arising from this Agreement shall be subject to the exclusive jurisdiction of the Keweenaw Bay Indian Community Tribal Court system, and the Contractor consents to the personal jurisdiction of the Tribal Court. The Contractor further consents to the Community's enforcement of any judgment of the Tribal Court in any court.

12.2 Any failure by the Community to exercise any rights or privileges, to insist upon full performance of all obligations assumed by the Contractor, or to insist upon strict adherence to any term of the Agreement on any occasion shall not be considered or construed as waiving any such rights, privileges, obligations or duties, or to deprive the Community of the right thereafter to insist upon strict adherence to any term of the Agreement, or as creating any custom contrary thereto.

12.3 The Parties acknowledge that the Agreement has resulted from negotiations between, and is fair to, both Parties, and therefore any rule of construction requiring ambiguities to be construed against the drafter of an agreement shall not apply to any term or provision of the Agreement.

12.4 In the event that any provision of the Agreement is judicially determined to be invalid by a court of competent jurisdiction, the remaining provisions shall not be impacted thereby, but shall continue in full force and effect.

12.5 Neither this Agreement nor the performance of the Services shall be assigned, subcontracted, or delegated by either Party to any entity or any other person without the express written approval of the other Party. Subject to the preceding sentence, this Agreement shall apply to, be binding in all respects upon, and insure to the benefit of the successors and permitted assigns of the parties.

12.6 The Agreement contains the entire contract and understanding by and between the Parties, and no statements, promises, or inducements made by either Party or agent of either Party that are not contained in this written Agreement shall be valid or binding. This clauseshall not apply to a good faith claim for fraud either Party brings against the other Party.

12.7 No waiver, modification, or amendment of the Agreement or any covenant, condition, or limitation contained in the Agreement shall be valid unless in writing and duly executed by both Parties.

The Parties to the Agreement further agree that the provisions of this subsection may not be waived except as set forth in this subsection.

12.8 Time is of the essence as to the obligations of the Parties under the Agreement.

12.9 This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

12.10 Each of the Parties shall reasonably execute and deliver such additional documents, instruments, conveyances, and assurances and take further actions as may be reasonably required to carry out the provision of this Agreement and give effect to the transactions contemplated by it.

12.11 The aggregate amount of all damages for which the Community may be liable to the Contractor pursuant to this Agreement shall not exceed the amount stated in Attachment I. THE COMMUNITY SHALL NOT BE LIABLE TO THE CONTRACTOR FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS REPUTATION, OR OPPORTUNITY RELATING TO THE BREACH OR ALLEGED BREACH OF THIS AGREEMENT.

12.12 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by email, facsimile, or similar electronic means shall operate and be accepted as originals.

12.13 All tangible work products produced by the Contractor in the performance of the Agreement shall be the exclusive and unrestricted property of the Community. The Contractor relinquishes all common law, statutory, and other reserved rights, including the copyright, to the work product and grants to the Community an irrevocable license of unlimited duration for the possession and use of the work product. All data, records, reports, and any other proprietary data that the Community provides to the Contractor or the Contractor creates shall at all times be the exclusive property of the Community.

12.14 The parties to this Agreement shall not be excused from performing any of their obligations except when such performance is prevented by causes beyond reasonable control and without the fault of the affected Party.

12.15 The Contractor recognizes that the funds for this project may be provided through one or more grants from the federal government. As such, the relevant requirements of the Office of Management and Budget (OMB) 2 C.F.R. Part 200 apply to this Agreement and any sub-contracts entered into related to this project. The OMB requirements include, but are not limited to: the Copeland Anti-Kickback Act; Davis-Bacon Act; Contract Work Hours and Safety Standards Act; and Clean Air Act. By signing this Agreement, the Contractor asserts that the Contractor has read the requirements of the OMB circular and will abide by all requirements of the OMB circular. The Contractor also asserts that it is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Program.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the last date of the signatures below.

KEWEENAW BAY INDIAN COMMUNITY

By:_____ Date: _____
Brigitte LaPointe-Dunham, CEO, on behalf
of the Community

CONTRACTOR

By:_____ Date: _____

TIER II-B SERVICES AGREEMENT
Attachment I
Scope of Services and Fee Schedule

A. Scope of Services

(1) During the time periods described in Section A.(3) hereof, Contractor shall provide the following Services, including its own employees, equipment, and supplies necessary to complete the Services, to the Community's Real Estate/Transportation Department, automatically and without request by the Community:

(a) Contractor shall begin snow and ice removal at the Properties (defined and described in Section A.(2) below) as soon as the snow reaches a depth of 2 inches or icy conditions are present, regardless of the time of day or night, or day of the week; and

(b) Contractor shall supply and mechanically spread deicing road salt and or sand as appropriate so as to not allow icy conditions to persist on the Properties; and

(c) No snow shall be piled up and or stacked around or against any building, fire hydrant, pump and or lift station, light post, street intersection, traffic sign or any other commercial or municipal equipment and or service that requires 24 hr. access; and

(d) When snow begins to fall with heavy and rapid accumulations, Contractor shall begin removing the snow from the Properties using the fastest method possible; In some cases, this may mean windrowing snow where appropriate; it is understood that the windrowed snow will be removed at no additional cost to the Community from such places upon the end of the rapid snow accumulation event without request by the Community or Director; and

(e) Contractor shall not let hard pack accumulate on the surface of the Properties; in cases where extreme weather and traffic conditions cause hard pack to accumulate on surfaces of the Properties, Contractor will remove hard pack using generally acceptable methods at such a time when weather permits; Contractor shall not allow surfaces of the Properties to become uneven with hard pack to a point that may cause motorized and or non-motorized traffic to be impeded or unsafe; it is understood that removal of hard pack will be at no additional cost to the Community.

(2) The Services shall be performed on the following streets serving forty (40) individual housing units (excluding driveways; snow removal from driveways is NOT a part of the Services provided under this Agreement) and located to the south and west of the Ojibwa II Casino Marquette in Harvey, Michigan: **Acorn Trail, Ojibwa Trail, Keweenaw Trail, Acre Trail, and Welsh Trail.** The Services shall also be performed on the **parking area of the Community Building**. The five streets and the parking area described above are collectively referred to herein as the "Properties" and are identified in the attached *Keweenaw Bay Indian Community (MI) TTP Snow and Ice Removal Map 2024-2027* ("Map").

(3) The Services shall be performed during the following time periods:
(a) from November 1 through April 30 of each year during the term of this Agreement; and
(b) if snow and or ice accumulate before November 1 of any year during the term of this Agreement except the initial year, Contractor shall perform snow and ice removal services

as described herein and bill the Community appropriately, subject to Section B.(1)(b) hereof, at a rate not to exceed the monthly charge as determined by the Contractor's accepted bid for services; if snow and or ice accumulate after April 30 of any year during the term of this Agreement, Contractor shall perform snow and ice removal services as described herein and bill the Community appropriately, subject to Section B.(1)(b) hereof, at a rate not to exceed the monthly charge as determined by the Contractor's accepted bid for services; this Agreement may be extended until the final accumulation of snow and or ice during the spring season of the final year for which this Agreement is made in accordance with the terms and conditions hereof.

(4) The Director of the Community's Real Estate/Transportation Department ("Director") shall approve the successful completion of the Services by Contractor.

B. Fee Schedule

(1) The compensation for the Services provided by Contractor to the Community shall be as follows (the "Compensation"):

(a) Subject to section B.(1)(b) hereof and in accordance with section A(3)(a) of this Attachment I, Contractor shall only be compensated for the Services provided during the months of November through April of each year during the term of this Agreement; Subject to section B.(1)(b) hereof, the total compensation for the Services provided by Contractor during the months of November through April during the entire term of this Agreement shall be $_____, which is based upon a monthly rate of $_____ /month, times 18 months (November through April of each year times three).

(b) In accordance with section A.(3)(b) hereof, Contractor shall be compensated for Services provided before November 1 of the years 2025 and 2026, and after April 30 of the years 2024 through 2027, at the rate of $100.00 (One Hundred and NO/100 U.S. Dollars) per hour, up to a total amount, not to exceed $_____ per month (the "total amount, not to exceed" is the monthly rate established in Section B.(1)(a) above.

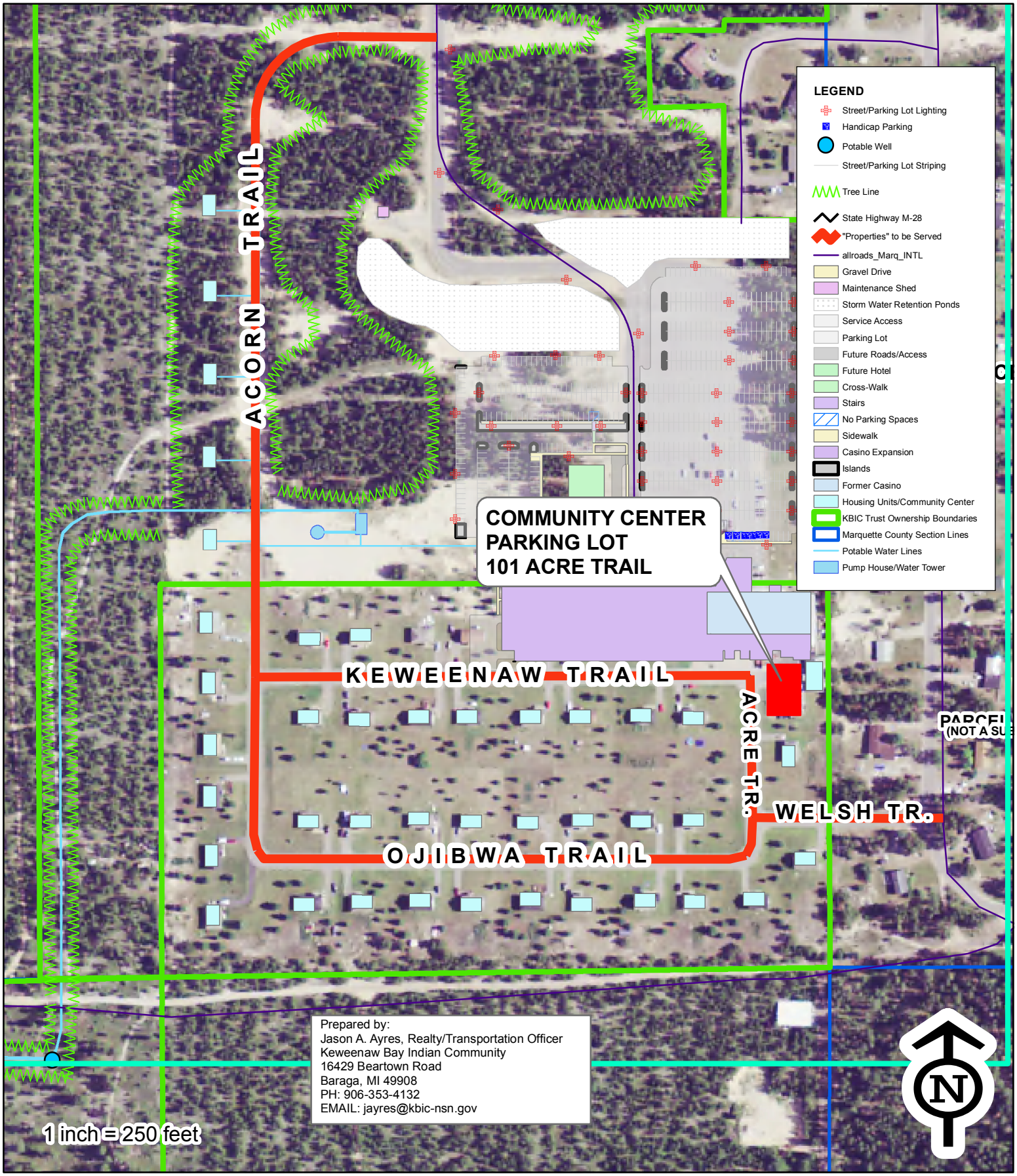
(c) The Compensation described in Section B.(1)(a) of this Attachment I shall be payable to Contractor in eighteen equal monthly installments of $_____ for each month during the time period from November through April of each year during the term of this Agreement. In each case, payment shall be made to Contractor only upon receipt of an invoice from Contractor by the Community; provided that the Services performed by Contractor during the period invoiced by Contractor have been approved by the Director.

(d) The Compensation described in section B.(1)(b) of this Attachment I shall be payable to Contractor within 30 days after submittal of an invoice by Contractor to the Community, stating in detail the dates and numbers of hours of Services performed by Contractor during the period invoiced by Contractor; provided, that the Director approves the Services performed by Contractor for the period invoiced by Contractor.

(e) The Compensation includes all expenses incurred by Contractor in preparation and performance of the Services provided for under the Agreement, including, by way of illustration, but not limitation, travel expenses, gas, meals, salt and sand.

KEWEENAW BAY INDIAN COMMUNITY (MI)

TTP SNOW AND ICE REMOVAL MAP 2024-2027

MARQUETTE (CHOCOLAY TOWNSHIP), MICHIGAN

"PROPERTIES" (I.E. STREETS/PARKING LOT) TO BE SERVED HIGHLIGHTED IN RED