



Snow & Ice Management Agreement

Property Address:

109 Lynn Street
Columbia, MO 65203

Billing Information:

City of Columbia
Jake Amelunke
City of Columbia
500 E Walnut Street Suite 108
PO Box 6015
Columbia, MO 65205

Property/Client Name and Contact Information:

COC - Columbia Community Land Trust	
Primary Contact: Jake Amelunke 573 874-7241	Account Owner: Kent Cook
Jacob.Amelunke@como.gov	kcook@columbialandcare.com

COC - Columbia Community Land Trust, ("**Client**"), hereby engages Columbia Landcare, LLC, ("**Company**"), to provide certain snow and ice management services ("**Services**") in accordance with this Snow & Ice Management Agreement (this "**Agreement**"). Client and Company hereby agree to the terms and conditions of this Agreement, including the General Terms and Conditions attached hereto (the "**General Terms**"), and the Snow & Ice Services and Pricing Addendum attached hereto and any attachments thereto (the "**Addendum**"), which are part of this Agreement and incorporated herein by this reference.

Service Areas. Services will be performed by Company for Client during the term of this Agreement at the driving, parking and walking areas specified in the Addendum (collectively, "**Service Areas**") during each snow or ice event ("**Event**"), subject to all of the terms and conditions of this Agreement.

Event. Each Event will be deemed to start when accumulations of snow and/or ice at the Service Areas reach the depth specified in the Addendum as the "**Trigger Depth**", or other Services-initiation factors as described in the Addendum and will continue until 24 hours after increases in such accumulations first end. Services will be performed prior to or after an Event to the extent expressly provided for in the Addendum or otherwise agreed in writing by Client and Company.

Services. Services during the term of this Agreement will include the following, subject to the specifics as described in the Addendum:

Snow Plowing/Clearing - Snow will be plowed/cleared in Service Areas during each Event, as provided for in the Addendum.

Salting and/or De-icing - Salt and/or de-icing materials will be applied in Service Areas during each Event, as provided for in the Addendum.

Pricing and Payment. Pricing of amounts payable by Client to Company for the Services is set forth in the Addendum. Company's invoices will be due and payable by Client upon issuance by Company. A 3% surcharge will be added for all invoices paid by credit card. Invoices not paid in full within 30 days of issuance will accrue interest, compounded monthly, beginning on the 31st day following issuance at the rate of 1.5% per month (or if lower, the highest rate permitted by law), plus an additional \$25 late fee.

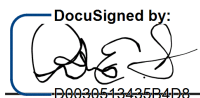
Term. The term of this Agreement will be effective upon signing by both parties and will continue for the number of Winter Seasons specified below and as described in the Addendum, or until terminated by either party upon thirty (30) days prior written notice to the other party (regardless of any specified term), or until terminated by mutual written agreement of Client and Company.

Term of Agreement (Select One): ☐ 1 Winter Season ☐ 2 Winter Seasons ☐ 3 Winter Seasons
 ____ Until: ____, 20____ Until terminated as provided above

EACH PERSON SIGNING THIS AGREEMENT ON BEHALF OF A PARTY TO THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH PARTY.

Client has read, agrees to, and is bound by this Agreement, including the General Terms and the Addendum

Client:

DocuSigned by:

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Anthony Stanton

Company:



Name: Board President Date: 2/16/2022

Name: Kent Cook

Title: Date: Title: Account Manager Date:

GENERAL TERMS AND CONDITIONS

Authority: Based upon weather forecasts, existing conditions at the time and the Client's property profile as included in the Addendum to this Agreement, or otherwise prepared by Company based on information provided by Client, further subject to the scope of Services and related specifications in the Addendum and according to instructions provided by Client or Client's representative as provided below, and subject to any express limitations and requirements in this Agreement, Company may exercise its reasonable discretion in the applicable manner, timing, type of equipment, materials and labor for performance of any Services.

Client Instructions and Changes: If Client or Client's representative instructs Company not to perform any specific Service(s) at any time, Company will not have any liability or responsibility for any resulting consequences of complying with such instructions. All such instructions must be made in writing and must be received and acknowledged by the Company a minimum of four (4) hours ahead of time in order for Company to make adjustments to Services. Any change in level or scope of Services as specified in the Addendum must be requested by Client in writing and agreed to by Company in writing. Any changes in instructions or changes in level or scope of Services will be implemented and prioritized by Company after all of Company's other previously contracted services with its clients have been completed.

Damage: Any property damage caused by Company must be reported to Company in writing within fifteen (15) days after applicable Services are performed (or within such longer period as such damage remains obstructed from view by snow accumulations or pilings). Company will have no responsibility for any such damage if not reported to Company in writing within such timeframe. Surface contact and scraping by plow and shovel blades is required in the process of snow and ice removal and normal wear and tear of surfaces occurs in the process. It is normal to expect landscape and/or vegetation damage when salt and/or de-icing materials are applied to melt snow/ice on Service Areas. Any damage by Company for which it is responsible will be limited to the repair or replacement of the damaged property by Company. Company is not responsible for:

- Repairing or replacing curbing, asphalt, brick pavers, concrete or other hard surfaces or parking lot that are scratched, gouged, or otherwise broken, displaced, or "worn" as a result of normal wear and tear from plowing or clearing;
- Repairing or replacing curbing, asphalt, brick pavers, concrete or other hard surfaces or borders that are damaged due to corrosion from salt or de-icing materials or which are already in disrepair, well-worn, crumbling, or otherwise not in adequate condition to withstand the impact of removing and melting snow and ice;
- Damage to landscaping caused by salt or de-icer run off or by the piling of snow;
- Damage done to speedbumps (removable speedbumps are recommended to be removed prior to winter); or
- Damage done to concealed items, whether concealed by snow or other factors.

Indemnification: To the fullest extent permitted by law, Client agrees to indemnify, defend and hold harmless Company, its owners and employees, its subcontractors and their employees, and agents of any such parties, from and against any and all liabilities that may arise directly or indirectly in connection with performance of Services under this Agreement, including, without limitation, any liabilities (tort or otherwise), losses, damages or claims due to property damage or personal injury resulting from occurrences caused by thawing and refreezing of snow or ice in Service Areas after plowing or clearing of such Service Areas and any loss, liability, damage or claims that are the result of any actions, inactions, instructions or requests by Client or any limits on the scope of Services contracted for under this Agreement; provided, however, that the foregoing will not apply to any loss, liability, damage or claims resulting from the negligent (or other tortious) acts or omissions of Company or Company's agents or employees.

Insurance: A certificate of insurance for insurance coverage maintained by Company will be provided to Client upon Client's written request.

Limitations:

- Client understands and agrees that it is impracticable for Company to achieve total clearing and elimination of snow and ice from all Service Areas and that the Services may not clear Service Areas to bare concrete or other surface, or otherwise to "bare pavement", and that slippery conditions may continue to prevail even after Services are performed, and Company will have no liability for such conditions. Company is not responsible for snow or ice in areas that are blocked by parked vehicles, otherwise obstructed or not reasonably accessible for the Services.
- Weather and Service Area conditions may change rapidly and without adequate warning and Company will not have any liability or responsibility for such changes. Company is not engaged, nor does it accept engagement, as a continuing monitor of potentially dangerous or unsafe conditions that may arise by reason of any Event or accumulation or related thawing and refreezing at previously plowed/cleared or treated Service Areas. Upon reasonable written notice from Client of any such condition, Company will use its reasonable efforts to provide applicable Services for such condition. Company will not be responsible for Services to potentially dangerous or unsafe conditions for which it has not been given such reasonable written notice or for which it has not had reasonable time to respond.
- Company will not be responsible for any damage, injury, or accident that is the result of or to damaged or worn Service Areas or protrusions in them, and Company will not be responsible for any consequences arising from poor drainage, the lack of storage space for snow or the failure or refusal of Client to permit or provide for removal or relocation of snow from the Service Areas as part of the Services. Company is not responsible for melting and refreezing of snow and ice from roofs, awnings, gutters, gutter drains, icicles, trees or drifting or piled snow.

- Company will not be responsible for any damages, expenses or injuries that are the result of limitations on or refusal of Services by Client or its duly appointed agent or representative, failure of Client to comply with this Agreement, or caused by the negligence or misconduct of Client, pedestrians, motorists or other third parties. Company will not be responsible for any consequential, incidental or indirect damages.
- Company will only be responsible for Services as specified in this Agreement until the applicable Event ends as defined above and it will be the responsibility of Client to notify Company and obtain Company's agreement for any additional Services to any Service Areas.
- Company is not responsible for any damages, delays or consequences that are directly or indirectly caused by Acts of God, unusual weather conditions, poor site drainage conditions, vandalism, or other events, circumstances or conditions beyond the commercially reasonable control of Company.
- Company makes no representations or warranties except as expressly provided in this Agreement.

Non-Payment: In addition to all other rights and remedies of Company, Client will pay to Company all legal fees and expenses incurred by Company to collect any amounts due from Client. Company may suspend and need not perform any Services if Client fails to pay Company as specified in this Agreement. If any invoice reaches 45 days past due, Company has the right to terminate this Agreement upon ten (10) days' written notice to Client. Upon termination of this Agreement, all open invoices and completed work not yet invoiced, will be due upon receipt of invoice.

Service Area Diagrams / Maps: Client is responsible for providing to Company reasonably detailed diagrams or maps of the Service Areas, clearly indicating the boundaries of the Service Areas, any obstructions in areas to be plowed, and any specific location requirements regarding where to pile or remove snow within Service Area. If requested by Company, Client will have a Client representative meet with a Company representative at the Service Areas to inspect and verify Service Areas and related conditions and issues. Company will provide boundary markers/staking as part of the Services if expressly provided for in the Addendum.

Miscellaneous:

- Except to the extent otherwise expressly provided for in this Agreement, any notice, instruction, request, consent or required communication under this Agreement will be deemed given only if it is in writing and (a) personally delivered, (b) delivered by a reputable courier / overnight delivery service, with delivery confirmed, or (c) sent by email or text, provided that the intended recipient of such email or text promptly receives and responds to such email or text.
- This Agreement contains the entire agreement between the parties and supersedes all previous agreements and all verbal representations and commitments, and no course of performance, purchase orders or agreements purporting to amend, supplement or explain this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
- This Agreement is solely for the benefit of the parties hereto and will not be deemed to confer upon or give to any other third party any remedy, claim right, reimbursement right, cause of action or other right. Client may assign its rights under this Agreement only to any successor-in-interest with respect to the Service Areas, which assignment will also require Company's consent. Company may assign its rights under this Agreement to any affiliate or any successor-in-interest to any assets or business of Company, and Company may subcontract any of its obligations under this Agreement.
- This Agreement is deemed made at Company's principal place of business and governed by the laws of the state in which the Service Areas are located. In the event any dispute, controversy or claim arises between the parties with respect to this Agreement (referred to herein as a "dispute"), the parties agree to review, discuss and negotiate in good faith (and with involvement of the most senior officer/representative of each party or their designee if necessary) to resolve it within 30 days after first notice of the dispute. If the parties fail to resolve the dispute within 30 days, the parties will submit it to non-binding mediation to commence within 30 days. If the parties are unable to mutually agree on a mediator, each of the parties will promptly designate a mediator and those mediators will jointly select a mediator who will be the sole mediator. Any mediation proceedings will take place at the Company's principal place of business, or such other location as may be mutually agreed to by the parties, and the mediator's fees, expenses and incidental costs will be shared equally between the parties. If the parties fail to resolve a dispute within 30 days following the commencement of mediation proceedings, each party may pursue any rights or remedies available at law or in equity, provided that any litigation must be brought only in the federal or state judicial district in which Company's principal place of business is located.
- No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement will impair any such right, power or remedy, nor will it be construed as a waiver of any future exercise of any right, power or remedy.
- If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision and the invalid provision will be deemed reformed and enforceable to the fullest extent permitted by applicable law.
- This Agreement may be executed and delivered in counterparts, including by email, facsimile, pdf, or other electronic means.

SNOW & ICE SERVICES AND PRICING ADDENDUM

Property Address:	Winter Season:	Primary Contact:	Account Owner:
109 Lynn Street Columbia, MO 65203	11/1/2020 - 4/30/2021	Jake Amelunke 573 874-7241	Kent Cook
		Jacob.Amelunke@como.gov	kcook@columbialandcare.com

Service	Price
Truck w/ Plow T&M	\$100.00
Skid Loader T&M	\$125.00

Time And Material contract snow removal services will be billed to clients based on the amount of time equipment is used to clear surfaces and the amount of material that is applied to surfaces. Each event is unique in which invoicing for Time and Material services could be inconsistent from one storm to the next depending on the nature and severity of the storm. Columbia Landcare salting services will use ProSlicer material which contains Magnesium Chloride treated ice melt on standard parking surfaces. Walk ways will be treated with ice melt containing Magnesium Chloride with CMA.

Columbia Landcare does not provide on-site personnel 24/7 throughout an event, but will generally make multiple visits to the contracted property to provide the above outlined services during an event. Columbia Landcare shall preform as an "independent" contractor and not as an "employee". All labor, equipment, and material will be supplied by Columbia Landcare. Client acknowledges that Columbia Landcare may use sub-contractors from time to time to perform contracted services at Columbia Landcare's discretion.

Columbia Landcare will engage in services when accumulation reaches 1 inch per standard operating procedure. Columbia Landcare will service your property at 1 inch unless another trigger depth is expressed otherwise below.

Columbia Landcare offers service levels that are optional to Clients based on the properties needs before, during and after events. Columbia Landcare recognizes each client is unique and has specific property needs. Columbia Landcare provides options for clients to indicate if they need services on Saturday, Sunday or Holidays. This allows Columbia Landcare to prioritize inhouse operation to provide services to those clients who conduct business during Saturday, Sunday and Holidays. Refreeze services will begin the day after services are completed. Surfaces with ice impacted areas will be treated until conditions improve or surfaces are no longer in need of treatment. If refreeze is not selected below, Columbia Landcare assumes no liability for ice conditions on the property. Refreeze treatment will only be performed if selected below, and is defined by the condition of a surface that has been treated, thawed, and refrozen. By choosing this service the Client understands and acknowledges that Columbia Landcare is not engaged, nor accepts engagement, as a continuing monitor of potentially dangerous and unsafe conditions which may arise from thawing and refreezing.

Service Level to be Provided (initials required)

Business Hours: _____ **I require refreeze Treatment:** _____

I require Saturday Service: _____ **I require Sunday Service:** _____ **I require Holiday Service:** _____

Pre-Treatment Service at contractors discretion based on expected precipitation and conditions _____

Trigger Depth (indicate accumulation to begin services different than the standard 1") _____

Additional Info: (gate codes, special instructions, etc) _____

Client's Initials: _____

Company's Initials: _____