

CONTRACT
FALL LIGHTING 2018 AND 2019

This Agreement is by and between the **Village of Romeo Downtown Development Authority**, a Michigan municipal corporation, whose address is 228 North Main, Suite H, Romeo, MI 48065 (hereinafter referred to as “**DDA**”), and **COLD FRAME FARM, LLC.**, a professional corporation, whose address is: 72200 Campground Road, Bruce Twp., Michigan 48065 (hereinafter referred to as “**Contractor**”).

Article I **Statement and Performance of Work**

For and in consideration of payment by the DDA, Contractor shall perform the following work, duties and responsibilities:

FALL LIGHTING 2018 AND 2019

- The Romeo DDA has contracted with a landscape designer to create designs, plans and specifications for outdoor exterior decorations for the Fall. These designs, plans and specifications will describe the exact decorations and details of the installation, maintenance and project work. The Romeo DDA also has street pole banners for the Holidays which will be installed, maintained and removed by the Romeo DPW but are planned to coordinate with the decorations.

Project Work

- The project includes taking decoration designs and creating some decorations, installing all of the decorations except street pole banners, and maintaining and removing them on a prescribed schedule. Decorations are to be created by suggested vendors or approved equal vendors. Decorations will be owned by Romeo DDA.
- The contractor shall install all decorations as described in document: Downtown Romeo Streetscape Lighting Fall 2018 and 2019 dated September 2017, on October 1, 2018 and October 2, 2019.
- The contractor shall maintain all decorations as described in document; Downtown Romeo Streetscape Fall Lighting 2018 and 2019 dated September 2017, from October 1, 2018, through October 31, 2018 and October 1, 2019 through October 31, 2019
- The contractor shall remove all decorations as described in document; Downtown Romeo Streetscape Fall Lighting 2018 and 2019, dated September 2017, on November 1, 2018 and November 1, 2019.
- The contractor shall be responsible for all project work, equipment, transfer to and from storage/delivery locations and supplies.
- The contractor shall meet with DDA representatives as needed throughout the project.

Attachments A and B

Article II **Term of Contract and Termination**

- A. Performance of this Contract shall commence immediately upon execution by both parties, and performance of the work shall be completed by **November 1, 2018 and November 1, 2019 (“term”)**. Upon mutual written agreement of the DDA and

Contractor, the term of this Contract may be extended for additional specified periods of time.

- B. This Contract may be terminated at any time with or without cause by either party upon 30 days written notice to the other party. In such event, the effective date of such termination shall be the 30th calendar day following the date of the written notice of such termination.
- C. In the event this Contract is terminated by either party prior to the end of the term stated in Subparagraph A, above, or any extension of such term, the DDA shall not be responsible for any further payments after the effective date of such termination, and shall reimburse Contractor for such reasonable costs and expenses as are eligible for reimbursement under the terms of this contract incurred through the effective date of such termination. In all events, the DDA shall only be responsible to make payments described in the preceding sentence if contractor continues to fully perform its duties and obligations in full compliance with the terms of this contract.
- D. Prior to the effective date of any termination or prior to the end of the term (including any extension of the term), whichever is the first to occur, Contractor shall deliver to the DDA all equipment, and other materials in its possession or control in any way relating to the work. The DDA shall be permitted to withhold any payments until all such materials are delivered to the DDA in accordance with the terms and conditions of this Contract.
- E. The contractor shall be a licensed business in the state of Michigan.
- F. The contractor shall agree to abide by all local ordinances and state codes governing the right of way, roads and public areas in downtown Romeo.

Article III Contract Price and Payment

- A. DDA agrees to pay Contractor a total amount not to exceed **\$1,500.00** (the “**Contract Price**”) in exchange for and in consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this contract. Subject to the terms and conditions of this Contract, the Contract Price shall be paid by the DDA on an invoice basis. All costs and expenses incurred by contractor in the course of performing the work under this Contract are deemed to be included in the Contract Price.
- B. Payments of the “**Contract Price**” shall be made according to the following schedule: 80% due at commencement of project for Fall 2018 season and Fall 2019 Lighting proposal (\$1,200.00) remaining 20% due upon satisfactory completion of installation (\$300.00). All payments to Contractor shall be submitted by mail at Contractor’s address first listed above, unless Contractor provides written notice of a change of address to which such payments are to be sent.
- C. DDA agrees to pay Contractor a total amount not to exceed **\$250.00** for repair/maintenance/replacement of existing lighting. Payments shall be made upon verification of invoices submitted by the Contractor to the DDA.

Article IV Independent Contractor Relationship

- A. In the performance of this contract, the relationship of Contractor to the DDA shall be that of an independent contractor and not that of an employee or agent of DDA. Contractor shall perform all of the work under this Contract, i.e., no other person or entity shall be assigned or subcontracted to perform the work, or any part thereof. Contractor is and shall perform under this Contract as an independent contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical

benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this contract.

- B. Contractor, as an independent contractor, is not authorized to enter into or sign any agreements on behalf of the DDA or to make any representations to third parties that are binding upon the DDA. Although contractor is required under this Contract to advise, make recommendations to the DDA, all materials relating to the work must be submitted to DDA prior to filing such materials with or making any presentations to any agency.

Article V Liability and Insurance

- A. Contractor agrees to indemnify, pay on behalf of, and to hold harmless the DDA and the Village of Romeo, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the DDA by reason of personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor.
- B. Contractor shall provide evidence of adequate insurance coverage for the above liabilities and obligations to indemnify the DDA and the Village of Romeo, which insurance shall be in the types and amounts set forth on *Schedule A ("Insurance")*, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all services provided under this contract, with the DDA and the Village of Romeo as a named additional insured.

Article VI Ownership of Materials

It is expressly acknowledged and agreed that all decoration materials belong exclusively to the DDA and shall remain in place upon the termination of the contract or, at any time, upon the DDA's request.

Article VII General Provisions

- A. Entire Agreement This instrument contains the entire Agreement between the DDA and contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws This Contract and all of Contractor work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because the DDA and the Village of Romeo are public governmental agencies or bodies. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law This contract shall be governed by the laws of the State of Michigan.
- D. Assignment Contractor shall not assign this Contract or any part thereof without the written consent of the DDA. This contract shall be binding on the parties, their successors, assigns and legal representatives.

Notices Written notices under this Contract shall be given to the parties at their address contained in this Contract by personal or registered mail delivery to the attention of the following persons:

DDA Chairperson: Zach Hayes

Contractor: Cold Frame Farm, LLC. – Lisa & Matthew Jaroch

- E. Changes Any changes in the provision of this Contract must be made in writing and signed by the DDA and Contractor.
- F. Waivers No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- G. Jurisdiction and Venues of Contract The undersigned parties have executed this contract in, and this contract is to be performed entirely within, the Romeo DDA District , Village of Romeo, Macomb County, Michigan.

Article VIII Scope of Work

Installation of Fall Lighting October 1,2018 - Removal November 1,2018 and October 1, 2019 - Removal November 1, 2019

Poles in Central Business District - Fall Lighting

- 60 poles with purple and orange lights wrapping.

Maintenance of Fall Lighting Decorations

- Cost of any Maintenance for Central Business District Fall Decorations
- Removal of lights and delivery of all lights to the DPW at a time TBD

Decorations that will be provided by Downtown Development Authority

- Orange and Purple Lights

Article VIII Effective Date

This contract shall be considered as made and shall be considered effective as of the date both parties have signed below.

Cold Frame Farm, LLC.

Romeo DDA

By: _____
Lisa Jaroch

By: _____
Zach Hayes

Its: Owner

Its: Chairperson

Dated: November 17, 2017

Dated: November 17, 2017

SCHEDULE A

Insurance

- A. Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and /or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations Liability with limits of liability not less than \$1,000,000; (c) Independent Contractors coverage; (d) Broad Form General Liability Extensions or equivalent; (e) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages with limits of liability not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: "The Romeo DDA and the Village of Romeo, all elected and appointed officials, all employees, and volunteers, all boards, commissions and/or authorities and board members, including employees, agents and volunteers thereof."