



SIDEWALK SNOW REMOVAL SERVICE AGREEMENT

This Sidewalk Snow Removal Service Agreement ("Agreement") is entered into between the Gladstone Downtown Development Authority ("DDA") and 3 Brothers Lawn and Snow ("Contractor") for sidewalk snow and ice removal services at designated DDA properties.

1. Term of Agreement

This Agreement shall cover the 2026–2027 winter season, with regular services anticipated to begin in November 2026 and continue through April 30, 2027.

The Contractor shall remain available beyond this anticipated service period, as reasonably necessary, to address unexpected or unseasonal snowfall or winter weather events occurring before or after the regular winter season. Any such services shall be performed under the same terms and rates established by this Agreement unless otherwise agreed to by the parties.

2. Properties Covered

The Contractor shall provide services at the following DDA properties:

- **701 Delta Avenue** – Corner lot, including applicable public sidewalks bordering the property.
- **907/909 Delta Avenue** – Interior lot commonly known as Market Square, including applicable public sidewalks bordering the property.

3. Scope of Services

The Contractor shall provide sidewalk snow and ice removal services at the properties identified above. Services shall include:

- Clearing accumulated snow from sidewalks and pedestrian areas associated with the properties;
- Applying salt or other appropriate ice-control material to sidewalks as conditions warrant; and
- Performing services in a manner intended to maintain reasonably safe and accessible pedestrian travel.

Snow clearing shall be completed within 24 hours following a snowfall event, subject to severe or continuing weather conditions that reasonably prevent completion within that timeframe.

The Contractor shall exercise reasonable judgment regarding the timing and frequency of service based upon snowfall, drifting, icing, and other winter conditions. Multiple visits may be necessary when weather conditions continue over an extended period.

Old-Fashioned Christmas – Market Square

In addition to regular winter maintenance, the Contractor shall prepare and de-ice the Market Square at 907/909 Delta Avenue in advance of the City's annual Old-Fashioned Christmas event, held on the Friday following Thanksgiving.

Preparation shall include inspection of the Market Square pedestrian areas and, as conditions warrant, snow removal and the application of salt or other appropriate ice-control material to provide reasonably safe pedestrian conditions for the event.

This service shall be provided annually regardless of whether a significant snowfall event has occurred. When snow removal is unnecessary, the Contractor shall provide de-icing treatment as reasonably warranted by existing or anticipated freezing conditions. The DDA may coordinate with the Contractor regarding the appropriate timing of service based upon event preparations and weather conditions.

4. Compensation

The DDA shall compensate the Contractor at a rate of \$85.00 per hour for services performed under this Agreement.

The hourly rate shall include the labor and equipment necessary to perform the snow removal services described in this Agreement. Unless otherwise agreed in writing, no additional equipment, mobilization, or travel charges shall be assessed.

Salt and ice-control materials shall be purchased separately by the Downtown Development Authority.

The Contractor shall submit invoices identifying, at minimum, the date of service, property or properties serviced, services performed, and hours billed.

5. Contractor Responsibilities

The Contractor shall provide all labor, equipment, supervision, and other resources necessary to perform the work, except as otherwise specifically provided in this Agreement.

The Contractor shall perform services in a professional manner and take reasonable precautions to avoid damage to sidewalks, landscaping, structures, signs, utilities, and other public or private improvements.

The Contractor shall promptly notify the DDA of any property damage, hazardous condition, or other significant issue observed or occurring during the performance of services.

6. Independent Contractor

3 Brothers Lawn and Snow shall perform all services as an independent contractor and not as an employee, agent, or representative of the DDA or City of Gladstone. The Contractor shall be responsible for its employees, subcontractors, payroll obligations, taxes, insurance, equipment, and methods of performing the work.

7. Insurance and Liability

The Contractor shall maintain appropriate insurance coverage for the services performed under this Agreement, including general liability and any workers' compensation or automobile coverage required by applicable law.

Upon request, the Contractor shall provide the DDA or City of Gladstone with evidence of applicable insurance coverage.

The Contractor shall be responsible for damages resulting from the negligent acts or omissions of the Contractor, its employees, or its subcontractors in performing services under this Agreement.

8. Termination

Either party may terminate this Agreement upon 14 days' written notice to the other party.

The DDA may terminate the Agreement immediately for substantial failure to perform the required services, failure to maintain required insurance, or other material breach of this Agreement.

Upon termination, the Contractor shall be compensated for authorized services satisfactorily performed through the effective date of termination.

9. Entire Agreement and Modifications

This Agreement represents the understanding between the DDA and Contractor regarding the services described herein. Any material modification to the scope of work, compensation, or other terms shall be agreed upon in writing by both parties.

10. Authorization

By signing below, the parties acknowledge that they have reviewed and agree to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Gladstone Downtown Development Authority

Contractor

By: _____

By: _____

Name: Patricia West

Name: Sam Hewitt

Title: Community Development & DDA Director

Company: 3 Brothers Lawn & Snow

Date: _____

Date: _____