

**SNOW REMOVAL & ICE SALTING**  
**FOR THE CENTRAL BUSINESS DISTRICT (CBD) AGREEMENT**

This Snow Removal and Ice Salting Agreement ("Agreement") is made this 18th day of November 2022, by and between (Almont Downtown Development Authority), with the business address of (817 N. Main), (Almont, MI, 48003) (the "DDA") and Yard Services, Inc.(the "Contractor").

**WITNESSETH:**

**WHEREAS**, the DDA wishes to contract with a suitable contractor for snow removal & salting; and

**WHEREAS**, the Contractor has been selected as the vendor to provide snow removal & salting services, and

**WHEREAS**, the purpose of this Agreement is to outline the terms and conditions of the Agreement between the parties.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Scope of Services. The Contractor upon the conditions hereinafter set forth, agrees to perform snow removal & salting services at the following locations per the original bid package:

**DESCRIPTION OF CBD (Central Business District) (See Attachment 1-- Street Map)**

The following areas need to be free and clear of ice and snow:

- a. All businesses on the East Side of Main Street (M53) from Stone Street to Washington Street
- b. All businesses on the West Side of Main Street (M53) from Stone Street to Washington Street
- c. E. St. Clair sidewalk from Main Street (M53) to First Congregational Parking Lot
- d. Pocket Park (1 walking path is all that is needed)
- e. E. St. Clair sidewalk from Main Street (M53) to the Huddle Parking Lot
- f. W. St. Clair sidewalk from Main Street (M53) to Branch Street
- g. St. Clair sidewalk along Speedway to alleyway
- h. W. St. Clair/Branch Street Parking Lot - A pedestrian walkway will be maintained between the parking lot and rear entrances of the buildings.

### **Salting/Shoveling:**

A. All sidewalks and you must use Calcium Chloride (temperature below 5 degrees) or a mix of Calcium Chloride and Magnesium (temperature above 10 degrees).

- Do not drive trucks on the sidewalks for snow clearing. This damages the sidewalks and the lawns.
- Do not pile snow up against any fencing or light posts.

B. A shovel or snow blower may need to be used to allow for pedestrian access to back entrances of commercial buildings and/or sidewalks.

C. Snow is to be piled according to DPW at the locations on the map (See Attachment 1) **Do not pile any snow in the road, around fire hydrants, electric/utility meters, around light posts, and trees or flower beds.**

D. Accumulation of snow caused by drifting or blowing will be removed (once in a 24 hour period) when depth of snow reaches snow removal classification as specified.

2. Time of Performance. Upon the accumulation of one (1) or more inches of snow, the Contractor is required to remove snow and/or salt the areas described in paragraph 1, above. Snow removal & salting of all areas described in paragraph 1, above, must be completed by 9:00 a.m. This will be done one (1) time each day within 24 hours by the Contractor. Due to the presence of customers, employees, residents, vehicles, and other people and/or activities associated with a commercial business district, it may be necessary for the Business Owners to remove and/or salt throughout the day.

3. Term of Agreement. The term of this Agreement shall commence on the day this Agreement is signed and is effective **through May 1, 2023.**

4. Compensation. The District agrees to pay the Contractor the per encounter amounts, described in attachment 1, for services described above. However, the DDA Director must specifically authorize the Contractor to engage in any snow removal or snow bank pushback before it does so.

5. Invoice Procedure. Invoices from the Contractor must be submitted to the DDA within 30 days of completion of the work performed. Invoices must be submitted to the DDA office at: 817 N. Main Street, Almont, MI 48003. Payments will be monthly after approval by the DDA Board at their regularly scheduled Board meetings. The Contractor is to maintain a log of snow and temperature conditions at times of service and be able to provide this report upon request of the DDA. the Contractor's invoices for services must separately identify the portion of the bill attributed to work in the following areas:

- a. Snow removal
- b. Salting type
- c. Snow Hauling

6. Insurance. the Contractor shall procure, carry and maintain comprehensive general liability insurance, which includes coverage for damage to or destruction of curbs, car stops, driveways, and ramps. the Contractor shall also procure, carry and maintain automobile insurance on all vehicles performing the services described in

paragraph 1, above. Such insurance shall be in an amount not less than \$1,000,000 and shall name the Village of Almont and Almont DDA and its officers, administrators, employees and volunteers as additional insureds on the policy of insurance described above.

7. Indemnity. Except as provided herein, the Contractor shall indemnify and hold harmless the DDA, and its officers, administrators, employees, volunteers and agents, from any and all damages, claims, lawsuits, demands and other actions resulting out of the performance of services described in paragraph 1, above, and from the Contractor breach of any of the provisions of this Agreement.

8. Failure to Perform. Time is of the essence for the Contractor performance of its obligations under this Agreement. If the Contractor fails to perform its snow removal & salting services within the parameters established in paragraph 2, above, the DDA reserves the right to secure replacement snow removal services. If the Contractor fails to perform within the parameters established in paragraph 2, above, the Contractor shall be considered to be in default of this Agreement and subject to termination provisions set forth in paragraph 9, below. If the replacement snow removal or salting services cost the DDA more than the Contractor would have charged for that work, the DDA may deduct any excess amounts paid from any payments then due and owed to the Contractor. This provision in no way restricts or diminishes any other rights the DDA may have to enforce, or seek relief for the breach of, this Agreement.

9. Default and Termination. In the event either Party shall fail or refuse to satisfy their obligation set forth herein or otherwise breach the terms contained in this Agreement, the Party in question shall be in default, and the other party may, unless said default is cured within fifteen (15) days after written notice of said default is delivered to the defaulting Party, terminate this Agreement and all the rights of the Party in default under this Agreement shall cease.

10. Proper Notices. All notices required or permitted under this Agreement shall be deemed to be properly served by registered or certified mail to the last address previously furnished by the parties. Until changed by notice in writing, the notices shall be sent to the parties as follows:

**DDA: Almont Downtown Development Authority**

817 N. Main Street

Almont, MI 48003

810-798-8125

[almontdda@almontdda.com](mailto:almontdda@almontdda.com)

**Vendor: Yard Services, Inc.**

8051 Almont Road

Almont, MI 48003

810-798-3793

11. Entire Agreement. This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the DDA and the Contractor concerning snow plowing services. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties

other than those contained in the Agreement shall be binding upon the Parties unless reduced to writing and signed by them.

12. Assignment of Contract. It is agreed that the Contractor shall not assign or transfer this contract, or sublet any part of the work embraced in it, without the prior written consent of the DDA.

13. Applicable Law. This Agreement, its validity, construction, enforcement, and performance shall be governed in all respects by the laws of the State of Michigan.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed in their respective names or by their respective officers, as the case may be, on the date and year first written above.

**WITNESSED**

Angela Edwards  
Angela Edwards

**Almont Downtown Development Authority**  
By: [Signature]  
ADD 2008  
Its: Director or Chairperson

**VENDOR:** Yard Services, Inc.  
8051 Almont Road  
Almont, MI 48003  
810-798-3793

By: [Signature]  
Its: Owner Jerry Pewinski or John Pewinski