



HARTMAN

Snow & Ice Control

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SPECIFICATIONS FOR SNOW REMOVAL SERVICES

This agreement made and entered into by and between Hartman and Keystone.

Period of Coverage:

Services shall be provided from November 2015 thru April 2016.

Snow Plowing Agreement:

Plowing of all private drives, walkways, parking areas and street areas.

1. Hartman will provide the necessary equipment and labor for the plowing of snow when there has been an individual snowfall of at least (1) inch of snow or more.
2. Snow Accumulation
 - a) Snowfall up to 6". It is the intent of the Contractor to have all plowing and shoveling operations to be completed 6 to 8 hours after snow has stopped falling.
 - b) Snowfall 6" to 10". It is the intent of the Contractor to have all plowing and shoveling operations completed 8 to 10 hours after snow has stopped falling.
 - c) Snowfalls in excess of 10". Blizzard and extreme icing conditions will be handled to the best of the capabilities of the men and equipment. If necessary additional equipment may be brought in to complete operations as needed.
3. Repairs
 - a) Restoration of Turf Areas.
 - b) Turf areas damaged by snowplowers will have seed, Penn mulch or erosion control installed, whichever is requested in the spring. Owner is responsible for watering to ensure proper germination.
 - c) Concrete/Asphalt
 - d) Contractor will assume responsibility for damages to the physical property caused by the Contractor's gross negligence or intentional misconduct but not to include minor damages that may actually be the normal result of performing this type of service. Poly-edged blades are available upon request for a onetime fee of \$600 per blade.
4. Owner is responsible for notifying the appropriate persons to mark all fire hydrants prior to any snow removal. After each snowfall operation has been completed, Contractor will inspect to insure that the areas are clear.
5. Driveways and Parking Areas
 - a) Contractor will not be responsible for plowing driveways and parking areas if they are blocked with parked cars. No plowing or salting will be done around parked vehicles unless there is a minimum of 2 open spots in a given area. No shoveling or hand salting is included around parked vehicles. In cases where there is a parked car in the driveway, Contractor will make every attempt to clear other drives, where there are no parked cars. Contractor will make a second pass through the entire Development to make a final check to see if previously parked cars have been moved. In cases where vehicles are moved late and the contractor makes a return visit per the instruction of the Managing Agent, the Owner will be charged for time and material (Per the schedule of additional

charges.)

6. Salting of Walks / Pavement.

Areas to be de- iced at the specific request of the Managing Agent and /or authorized representative of the Maintenance Committee and/ or authorized representative of the Board of Directors.

- 1) Stoops and Walks – Calcium Chloride / \$ 45 per 50lb bag.
- 2) Driveways and Parking Areas / Rock salt / \$ 28 per 50lb bag.

Salting Surcharge – If the cost of salt exceeds \$100 per ton, the additional cost will be added to the application price.

Usage per application: 1

Contractor shall not be responsible for damage or injury to persons or property resulting from ice conditions, including but not limited to ice caused by re-freezing of snow that has been plowed or roof run-off.

Salt alone does not chemically attack concrete and therefore is effective on properly cure concrete. Improperly cured or poor quality concrete can absorb water in a thaw. As water freezes it expands and may cause chipping, flaking or surface damage. Contractor shall not be responsible for damage to concrete due to salt applications.

Client understands that plowing and or salting of a particular location may not clear the area to “bare pavement” and that slippery conditions may continue to prevail even after plowing or application of salt. Client understands that Hartman assumes no liability for this naturally occurring condition.

Drifting:

If there is a snowfall under 2'' but there is an accumulation of snow on site in excess of 2'' due to blowing and or drifting or if snow is pushed back onto the property by the city or other plow operations after our services are completed and services are requested these service will be billed out on a time and material basis.

Please note if drifting of snow occurs due to blizzard like conditions and we are called back for services after our snowplowing has been completed there will be an additional charge as per the hourly rates. This is done on request only.

Blizzard Clause:

When there is a snowfall in excess of 10'' plowing services for the event will be performed at the time and material rates.

Relocation:

In the event of a heavy snowfall, if necessary snow will be loaded into the appropriate equipment and moved to a designated area that is agreed upon by the Association and or managing Agent. This service will be billed out on a time and material basis.

To maximize efficiency, Contractor intends to leave equipment on site for operators to report directly too. Contractor agrees Client has no responsibility for the loss or damage to Contractor's equipment.

Limitation of Liability:

Contractor shall not be liable to client or any homeowner for damages by reason of any delay in completion of the work hereunder due to causes beyond Contractor's control. Contractor shall not be liable to Client or any homeowner or member of Home Owners Association for any injuries that result from causes beyond contractor's control, including, but not limited to, downspout run-off, poor drainage, freeze/thaw conditions and placement of snow. This contract is solely for the benefit of the Client and Contractor and no provision of this contract is intended to confer rights upon any other person or party.

Indemnifications:

Client agrees to hold harmless the contractor for any and all trespassers or suits that may arise from slip and falls for any liability for damages caused to personal or real property by clients or trespassers neglect, unless the damage or injury was caused by the sole negligence of Contractor.

Time and material pricing.

Hourly Rate – Per Man Hour / shovelers	= \$45.00
Hourly Rate - Per Man hour / snow blower	= \$55.00
Hourly Rate – Per pick up / plow truck	= \$115.00
Hourly Rate – Per dump truck / plow truck	= \$135.00
Hourly Rate -- Per bobcat	= \$145.00
Hourly Rate – Per Semi dump truck	= \$130.00
Hourly Rate – 5 yard wheel loader	= \$190.00
Hourly Rate – Per ATV	= \$65.00

All prices are portal to portal

A fuel surcharge of 2.5% will be added to the monthly contracted price in the event that the average price of fuel meets or exceeds 4.50 per gallon.

Cancellation:

This contract shall remain in force through any change in Management Company, Association or Board. Owner shall have the right to terminate this contract by reason of default in the event that the Contractor fails to meet the conditions of this contract. Written notice shall be given to Contractor upon dissatisfaction listing specific reasons for dissatisfaction. Upon receipt of written notice, Contractor shall have ten (10) days to rectify the situation. If situation is not rectified within 10 days, thirty (30) days written notice must be given by certified, return receipt mail and the Contractor shall be paid for the services rendered up to cancellation date.

In the event Owner fails to pay Contractor as provided herein, Contractor may terminate this agreement and the services and work described herein upon notice to Owner. If the Owner makes payment in full within ten (10) days of receipt of the written notice, the grounds for termination shall be deemed cured. In the event of such termination, Contractor shall promptly remove all material provided under this contract and all of Contractor's equipment from Owner's premises.

Billing and Terms:

*invoices will be sent after each service and payment is due within 30 days of the invoice date.

*All balances remaining after 30 days are subject to a 2% monthly service charge.

*Any and all collection and/or litigation fees and court costs, including reasonable attorney fees, shall be paid by client.

*Any bills past due will be non-negotiable.

Pricing:

- Plowing of snow 2 – 3'' \$ 995 per occurrence.
- Plowing of snow 3.1''- 6'' \$ 1,395 per occurrence.
- Plowing of snow 6.1'- 9.11'' \$ 1,895 per occurrence.
- Plowing of snow 10''+ T & M rates

Options:

Plowing of streets at under 2'' - \$ 150 _____ **initial**

Salting of streets – per application - \$ 220 _____ **initial**

Hartman Landscape Inc,
D.B.A Hartman Snow & Ice Control

Authorized Signature

Billing Address

Property Name : Keystone