Garden View Estates of Center Township

Contract for Snow Removal Service

Garden View Estates of Center Township, HOA, Inc. 110 Patton Drive Aliquippa, PA 15001

And

CH Landscaping and Construction LLC For the 2024- 2025 and 2025 – 2026 Snow Removal Seasons

In accordance with the provisions, requirements, and pricing on the attached sheets, all parties have agreed to the attached provisions, requirements, and pricing of this contract and Warrant that they are fully authorized and entitled to enter into this contract.

Signature for Garden View Estates	Signature for the Contractor
Printed Name for Garden View Estates	Printed Name for the Contractor
Title for Garden View Estates Officer	Title for the Contractor
Signature for Garden View Estates	
Printed Name for Garden View Estates	
Title for Garden View Estates Officer	
Date	Date

Snow Removal Services for 2024-2025 and 2025-2026 Seasons

<u>Services for</u>: Residential Parking Areas and Sidewalks, Drive Lanes entrances and exits, Garage door areas, Community Center Parking Lot and Sidewalk, and approach areas surrounding Cluster Mailboxes on Patton Drive and Canterbury Drive.

Ice melt treatment for above areas consists of application of Calcium Chloride on all Concrete surfaces and Sodium Chloride on Asphalt and Gravel surfaces only.

Application of ice melt treatment only		1,200.00	Per Occurrence	
Plow, blow, or shovel 2 inches or > snow with treatment * No more than 2 times per day	\$^	1,960.00	Per Occurrence	
Plow, blow, or shovel 2 inches or > snow NO treatment * No more than 2 times per day	\$	902.00	Per Occurrence	
 Services for: Common Sidewalks * Ice Melt treatment for the Common Sidewalks consists of Calcium Chloride on all Concrete surfaces. 				
Application of ice melt treatment only	\$	300.00	Per Occurrence	
Plow, blow, or shovel 2 inches or > snow with treatment * No more than 2 times per day	\$	460.00	Per Occurrence	
Plow, blow, or shovel 2 inches or > snow NO treatment * No more than 2 times per day	\$	220.00	Per Occurrence	

Application of ice melt treatments may be considered for freezing rain.

Signature of Contractor

Owner

Date

Updated October 2024

A. Contract Term

Term of the contract will be for the 2024-2025 and 2025-2026 winter seasons commencing at or near the conclusion of each lawns maintenance season and concluding at or near the beginning of each lawn maintenance season.

B. Invoicing / Payment

Contractor shall submit a Work Performed List to the GVE Treasurer each time work is performed, list to indicate the work done and date of service. Contractor shall submit monthly itemized invoices to the GVE Treasurer. Invoice is to include date of service(s) and service(s) provided. All invoices will be sent to the same address as the bid. The payment terms shall be net 14 days.

C. Insurance

Contractor shall at all times during this contract carry insurance to meet or exceed the following amounts and Certificates of insurance must accompany this contract:

- 1. <u>Workers Compensation Insurance</u> in compliance with state / or local statutory limits.
- 2. <u>Business Auto Liability</u> with limits not less than \$500,000 bodily injury per person / \$1,000,000 per accident plus \$100,000 property damage liability per accident or \$1,000,000 combined single liability.
- 3. <u>General Liability Insurance</u> with a limit of not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.

D. Termination of the Contract

Garden View Estates of Center Township, HOA, Inc. may cancel the contract at any time, without notice, if the Contractor fails to correct any deficiencies in the performance of the contract provisions. For any other reason - at its sole discretion, the Homeowners Association may terminate the Contract at any time by delivering a (14) day written notice to the Contractor.

E. Subcontracting of Work

This contract or any part there of shall not be subcontracted or assigned to another contractor **without the written permission of the Association**. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this agreement.

F. Permits, Licenses, Ordinances, Laws

The Contractor is required to obtain the necessary permits, licenses, standard operating permits, and bonds prior to performing any work and to keep them in effect for the term of the contract. The Contractor expressly warrants that he shall be responsible for abiding by all applicable codes, regulations, standards, etc. which may be required by municipal, county, state, and federal laws. Such pertinent information shall be submitted along with the bids.

G. Satisfactory Work

Any work found in any way defective or unsatisfactory, including damages to any property caused by Contractor's equipment or personnel shall be corrected by the Contractor at his own expense at the order of the Homeowners Association. The Contractor must immediately report any damages to the GVE Board President.

H. Hours of Work

The Contractor will begin plowing at Garden View Estates as soon as the snow or ice reaches depths specified in the contract, regardless of the time of day or day of the week, automatically and without need for any request, but <u>NO MORE</u> than two (2) times per any given day.

I. Personal Standards

Contractor shall be present or have a qualified person **on site** to supervise and oversee all operations at all times. Any/All personnel designated by the Contractor to perform work at Garden View Estates, Center Township. must be properly trained and be at least 18 years of age. All personnel shall be neat and conduct themselves in a professional manner. The Contractor shall perform all services diligently and in a good professional and first-class manner, using good quality materials and equipment.

J. Equipment

Contractor shall furnish all equipment, including power supplies, necessary to perform the work in accordance with these specifications and any other governmental codes and/or standards that may apply. Equipment suitable for the area and ground conditions must be used **including quads with snow plow blades, trucks with plows, walk-behind snow throwers (and or leaf blowers), and shovels.**

K. Line Items

The Association reserves the right to elect not to perform any of the line items.

L. Reflective Markers

At the beginning of the season, in an attempt to eliminate lawn damage and to aid the snow plow operator in efficient snow removal, the Contractor shall, at his expense, place two (2) reflective markers at each common and private driveway entrance. The Contractor may place additional markers where needed throughout the plan as needed.

2. Scope of Services:

The Contractor shall perform these services, automatically and without need for a request regardless of the time of day or night, or day of the week: Plow/blow drive lanes, parking area entrances and exits, garage door areas, Community Center Parking lot, and common sidewalks on Patton Drive, Maple Court, and Canterbury Drive. Hand shovel residential unit sidewalks, Community Center sidewalks, and areas surrounding mailboxes on Patton Drive and Canterbury Drive.

Contractor shall perform the needed services in a timely manner and with the Resident's needs in mind. Consult spotter map for priority locations. All residential units should be completed before Common sidewalks are serviced.

All turf damage done from the snow removal equipment is to be fixed at the Contractor's expense.

A. Snow and Ice Removal Guidelines

- 1. Chemical Deicing Agents will be used when depth of snow is less than 2".
 - Calcium Chloride will be used on all concrete paved areas.
 - Sodium Chloride will be used on asphalt and non-paved areas.
 - Contractor will not be liable for damage done by deicer as long as the appropriate deicer is used.

2. Snow Removal will be done by plowing, blowing, or shoveling when snow reaches a depth of at least two (2) inches.

- All snow will be pushed to areas best suited for snow piling as determined by the Contractor, unless notified by GVE to plow snow to another designated area.
 - Contractor will not be liable for build-up of snow banks
 - No snow is to be pushed onto township streets or pushed across these streets to another location.
- All fire hydrants must be kept free from snow buildup and easily accessible in case of emergencies.
- All mailboxes must be kept free from snow buildup and easily accessible for mail delivery and residents' access.
- All sidewalks will be kept free from snow buildup and easily accessible.
- Contractor agrees to contact GVE President / Vice President if, for some reason, the entire property cannot be completely plowed within four (4) hours after snow or ice has stopped.