

**INSPIRATION COMMUNITY ASSOCIATION HOMEOWNERS
ASSOCIATION
LANDSCAPE, IRRIGATION, AND SNOW REMOVAL
AGREEMENT**

PARTIES

Client: Inspiration Community Association
7100 Northland Circle N. Suite 300
Brooklyn Park, MN 55428

The Contractor: Valley Green Lawn and Landscape
PO Box 709
Stillwater, MN 55082

DURATION

Subject to termination of this Agreement as set forth below, the term of this Agreement shall be:

From: April 1, 2023

To: The earlier of March 31, 2024, or until all the Work (as defined below) is completed, as determined by Client in its sole and absolute discretion.

SERVICES

Contractor shall perform snow removal and landscape and irrigation services as set forth herein and on Attachments A (Service Area), B (Landscape and Irrigation Services) and C collectively, the "Work".

PRICE/PAYMENT

1. Subject to early termination as set forth herein, the total amount of this Agreement is \$39,426.17 (the "Total Amount") which amount is based upon seven (7) months of landscape and irrigation services and five (5) months of snow removal services and which amount includes all applicable Minnesota sales tax for the landscape and irrigation services. Subject to early termination as set forth herein, a total of \$3,382.31 shall be paid for seven (7) months of lawn and irrigation services and a total of \$3,150 shall be paid for five (5) months of snow removal services as set forth in the "Price" section of this agreement. The first such installment of the Monthly Amount shall be billed the first day of the first full month following the date hereof and on the first day of each month thereafter for the next eleven months. If this Agreement begins on April 1, the final installment of the Monthly Amount shall be held by Client pending a final inspection, as described below, of the property upon which the Work is performed, including the Service Area (as described in Attachment A).
2. If Contractor fails to deliver an invoice to Client within 60 days of the end of the month to which such Monthly Amount and/or non-contract invoices relates, Client has no obligation to pay Contractor the Monthly Amount and/or non-contract invoices for the applicable month. Invoices may be delivered by US Mail, fax or email. Subject to the last sentence of Section 1 above, payments of invoices shall be due within 30 days after Client's receipt of the invoice. Within 10 days after the end of each month, Contractor shall also provide Client's Community Manager with a statement via e-mail identifying with particularity: (i) the Work performed in the previous month; (ii) the dates and time such Work was performed; (iii) for any time period within which Contractor is performing snow removal services, the accumulated precipitation at the property upon which the Work was performed at the date the Work was performed; (iv) the quantity of salt/sand material applied on each date snow removal services were performed; and (v) any other information requested by Client's Community Manager with respect to the Work performed in such month.

SUPERVISION OF THE WORK

Contractor shall supervise and direct the Work using its best skill and attention, and shall be solely responsible for all means, methods, techniques, and procedures, and for coordinating all portions of the Work.

PAYMENT OF THE COST OF THE WORK

Contractor shall provide and pay for all labor, equipment, tools, machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work. The Total Amount includes all charges of Contractor, including, but not limited to, salt, sand and dumping charges for the snow removal services.

INSURANCE

Contractor, prior to commencing any of the Work, shall provide Client with a Certificate of Insurance providing current proof of coverage satisfying the following requirements:

- Workers Compensation – Statutory
- Employers Liability - \$100,000.00
- Automobile Liability
- Bodily Injury - \$250,000.00/person
\$500,000.00/occurrence
- Property Damage - \$100,000.00/occurrence
- Comprehensive General Liability - \$1,000,000.00

Contractor’s coverage must be written on an occurrence (not claims made) basis with companies acceptable to Client, and each policy providing coverage hereunder must contain provisions that no cancellation or material reduction in coverage in the policy shall become effective except upon thirty (30) days prior written notice thereof to Client. Client and Community Development, Inc. shall be named as an additional insured under all such policies. There shall be no right of subrogation against Client and this waiver of subrogation shall be endorsed upon the policies. Such coverage shall remain in full force and effective during the period in which the Contractor is performing the Work hereunder. Contractor shall cause each of its subcontractors to comply with the terms of this Section.

Sample language used by other contractors on the certificate of liability reads, “Community Development, Inc. and any Associations as their clients are additionally insured as respects general liability when required by written contract or agreement for all work performed on behalf of such client at their property location.”

TERMINATION

Client may terminate this Agreement, for any reason, without liability, upon 30 days prior written notice to Contractor. In such event, the termination shall be effective on the day after the last day of the notice period. This Agreement may also be terminated by Client effective immediately upon written notice to Contractor in the event of a breach of this Agreement by Contractor.

In the event of a termination of this Agreement, Client shall only be responsible to pay the Monthly Amount through the date of termination and in such event, the Monthly Amount for such month in which this Agreement is terminated shall be pro-rated by dividing the Monthly Amount by the number of days in the month in which the termination takes effect and then multiplying such number by the number of days that have lapsed in that month prior to the effective date of the termination. Payment of such amount by Client shall be its sole obligation upon termination of this Agreement.

INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless Client, its directors, officers, agents and employees from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, injuries, costs or expenses of whatever kind or nature, including, but not limited to, costs of litigation, attorney’s fees, and expenses in connection therewith, which are directly or indirectly suffered or incurred by Client, or which Client may become subject to at any time, which arise directly or indirectly from or as a direct or indirect result of, or are directly or indirectly connected with, any act or omission of Contractor, its agents, employees, or subcontractors in connection with or incidental to any of the Work, or the condition of any of the Work, the property upon which the Work is performed, including the Service Area, adjoining property or driveways, streets or alleys used in connection with the performance of any of the Work, and irrespective of whether Client’s, its director’s, officer’s, agent’s, or employee’s negligence, if any, was active or passive. The indemnity provided for in this Section shall have no application to any claim, liability, or cause of action resulting from the intentional misconduct of Client. This Section shall survive the termination of this Agreement whether by completion of the Work or otherwise.

INDEPENDENT CONTRACTOR

Contractor shall perform the Work as an independent contractor of Client. Contractor shall conspicuously identify itself to all persons and organizations as an independent contractor and shall not represent or imply to any person or organization that this Agreement authorizes Contractor to act as an agent for or on behalf of Client. As an independent contractor, Contractor shall be responsible for the payment of all income or other taxes incurred as a result of compensation paid Contractor by Client. In addition, Contractor shall be solely responsible for providing workers' compensation insurance to its employees, if any.

SUBCONTRACTORS

Subcontractors of Contractor are not permitted on the property upon which the Work is performed, including the Service Area, unless prior permission is received in writing from Client. Contractor shall be responsible to Client for the acts and omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with Contractor.

CHANGES IN THE WORK

Client may at any time, by written order modify, change, omit or add to the Work to be performed hereunder. If any such order affects the cost of, or the time required for, performance of the Work, adjustment in the price or the time for completion as agreed to by Client and Contractor shall be made. Where necessary to prevent delay, such orders may be issued before agreement on an adjustment, and Contractor shall immediately proceed in accordance therewith notwithstanding any delay in reaching agreement, and neither the issuance nor performance of such an order shall prejudice the rights of either party as to the adjustments, if any, either may be entitled to on account of such order. No claim by Contractor for any extra compensation in connection with this Agreement shall be enforceable against Client unless Contractor's claim is based on a written order issued by Client. Any claim of Contractor for extra work or materials, or for damages of any nature whatsoever, shall be deemed waived by Contractor unless written notice thereof is given to Client within seven (7) days after the date the claim arises.

COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation, Client shall be entitled to recover reasonable attorneys' fees and all other costs incurred in that action or proceeding, in addition to any other relief to which Client may be entitled.

SEVERABILITY CLAUSE

If a court of law finds that any clause of this Agreement is illegal, that clause shall be severed (separated) from the rest of this Agreement, leaving the remainder of the Agreement as legally binding and enforceable.

COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with all applicable federal, state and local laws and ordinances and all orders, rules and regulations promulgated thereunder. Contractor shall, without additional expense to Client, obtain all licenses and permits required for performance of all of the Work. At all times, Contractor shall exercise suitable precautions to prevent injury to personnel and others on or about the property upon which the Work is performed, including the Service Area, and all adjoining property and Contractor shall comply with all rules and regulations of Client. Contractor warrants to Client that all Work shall be of good quality, equal to or better than industry standards, free from fault and defects and in conformance with this Agreement.

PROPERTY DAMAGE

In the event of property damage as a result of any actions performed by Contractor, including, but not limited to, landscaping damage during snow removal operations, Contractor shall be responsible for the costs of all such repairs. All repairs and/or replacement to property shall be conducted by a vendor of Client's choice. This includes turf killed as a result of sand and/or salt, the Contractor will be expected to apply black dirt and seed or sod to all affected areas. This includes all driveway edges, sidewalk edges, and all other edges on service areas.

October payment of the Monthly Amount shall be held by Client until Contractor and Client, through Client's Community Manager, have inspected all of the Service Area and adjoining property and Client is satisfied, in its sole and absolute discretion, that there is no damage to any property, whether real or personal, and whether in the Service Area or otherwise, from any of the Work, or in the event of damage, that any such damage has been repaired, including, but not limited to, landscaping damage and damages to structures or driveways. If Contractor does not repair, to the sole and absolute satisfaction of Client, all damaged property by November 30th, Client shall have the right to hire another party of its choosing to complete the repairs. If the repairs have been attempted but the repairs are not fully established by November 30th the Community Manager may request that additional seeding or sod be installed. Before installing sod, Contractor must give the Community Manager a seventy-two hour notice so that the irrigation system can be adjusted accordingly. In addition to any other rights and remedies of Client, the costs of repairs shall be deducted from Contractor's final payment. This Section shall survive the termination of this Agreement whether by completion of the Work or otherwise.

NEW TURF/SOD DAMAGE

If the Client's property contains new turf/sod it will be the responsibility of the Contractor to mow the new turf/sod when the new turf/sod is properly rooted. The Contractor shall monitor new turf/sod and mow it only when it is properly rooted, as determined by their professional judgment. Any damage caused to the new turf/sod as a result of the Contractor mowing the new turf/sod too early or too late shall be the responsibility of the Contractor to repair and/or replace.

If the Contractor is not in control of the Client's irrigation system the Contractor will be expected to maintain communication with the Client's irrigation contractor prior to the initial mowing of the new turf/sod. The Contractor must request that the irrigation contractor turn off or turn down the irrigation system in advance of the first mowing to ensure the new turf/sod has adequate time to dry out. The Contractor shall not mow the new turf/sod unless it is properly dried out and ready to be mowed. "Ready to be mowed" will be defined as turf/sod and soil that will not be damaged as a result of driving lawn equipment on it. This includes any turf/sod that dies as a result of mowing and any changes in grade and/or depressions in the turf/sod that may occur as a result of lawn equipment sinking.

The Contractor shall not leave excessive mulch/grass clippings on newly mowed turf/sod. The Contractor will be expected to completely mulch all grass clippings or bag the grass clippings and remove them from the Client's property.

If the initial mowing requires additional work on the Contractor's part, they may bill the Client twice the normal weekly "Turf Cutting" rate in the Contract. Additional billing shall be done a per unit basis and all invoices will clearly identify the number of units that received their initial mowing, the date of the mowing and the rate being charged for the mowing.

PERFORMANCE/LIQUIDATED DAMAGES

Contractor acknowledges that its breach as set forth in this Section will cause substantial damage to Client, the actual amount of which will be difficult to determine. Therefore, Contractor agrees that upon any of the breaches set forth below, Contractor shall pay Client a lump sum payment equal to the amount set forth below corresponding to the applicable breach. These amounts are intended to compensate Client for the lost value to Client because of such breach, and Contractor agrees that it will remain liable for all other obligations claimed under this Agreement.

1. Contractor shall pay Client damages in the amount of \$250.00 per occurrence if Contractor fails to complete all snow removal operations within the applicable times set forth on Attachment C.

The damages set forth above are cumulative and in addition to any other rights and remedies of Client. Client may offset amounts owed Contractor by amounts Contractor owes Client. This Section shall survive the termination of this Agreement whether by completion of the Work or otherwise.

NOTIFICATION OF BREACH

In the event of any of the breaches related to snow removal services as set forth in the section entitled "Performance/Liquidated Damages" above, Client shall notify Contractor within three business days of the completion of the snowfall.

FAILURE TO PERFORM LANDSCAPE/IRRIGATION SERVICES

If Contractor fails to perform any landscape or irrigation services as specified in this Agreement, in addition to any other rights and remedies of Client, the cost for such services to Client may be deducted from any amounts owed Contractor by Client under this Agreement.

FUEL SURCHARGE

If the fuel price exceeds \$4.00 per gallon during the contract dates, association will be charge the amount over \$4.00 per gallon (exe: If fuel reaches \$5.00/gallon, the association will be charged \$1.00 per gallon used to maintain the property). An estimate of 10 gallons per week (or plow event) will be used to maintain the property.

MISCELLANEOUS

1. This Agreement includes snow removal services for the following:
 - a. Snow accumulation of 1.5" or more resulting from precipitation.
 - b. Snow accumulation as a result of wind drifting.
 - c. Snow/slush accumulation as a result of melting snow.
 - d. Offsite snow removal and snow pushing services.
 - e. Salting and sanding operations as a result of rain, ice and sleet.
 - f. Snow removal as a result of city plowing.

2. Labor and Materials, for services other than the landscaping and irrigation services and the snow removal services set forth herein, shall be billed at a rate and at times agreed upon between Client and Contractor. **ALL SERVICES THAT ARE NON-CONTRACT SHALL BE BILLED ON AN INVOICE SEPARATE FROM THE MONTHLY CONTRACT INVOICE. INVOICES THAT COMBINE CONTRACT AND NON-CONTRACT SERVICES WILL NOT BE PAID. ALL NON-CONTRACT ITEMS MUST BE INVOICED WITHIN 60 DAYS OF SERVICE.**

3. Landscaping and irrigation services may only be performed by Contractor Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m. Client shall have the right to inspect the Work at all times.

4. This Agreement and its Attachments contain the entire agreement between the parties with respect to the Work to be performed by Contractor and replaces, supercedes, and nullifies all prior agreements or arrangements between the parties relating to such subject matter. Except as set forth herein, no amendments, additions or deletions to this Agreement shall be valid unless made in writing and signed by both parties. No assignment of this Agreement or any monies due or to become due hereunder will be binding upon Client unless its prior written consent thereto is obtained.

5. If contractor adds to, or changes a lock box on equipment, Contractor will notify Manager, and lockbox code will be provided by the Manager.

PRICE

Total Landscaping and Irrigation Service (including tax)	\$3,382.31/month / FIXED (\$3150 + 7.375% tax, 7 month, \$23,676.17)
Total Snow Removal Service (Excluding alleyways, non-taxable)	\$2632.35/month / FIXED 5 months = \$13161.75
Total Alleyway Snow Removal Cost (itemized cost for Association purpose, 5 winter months)	\$517.65/month / FIXED 5 months = \$2588.25
Nature Center Agreement (N/A)	N/A / FIXED
Total Contract Price (Total landscaping + Total Snow removal + Alleyway snow removal)	\$39,426.17/ FIXED
MONTHLY Contract Price (Total contract Price divided by 12)	\$3382.31 – Summer \$3,150.00 – Winter / FIXED

RESPONSIBILITY DISCLAIMER

Contractor understands and acknowledges that Property Manager is a property management company performing management functions on behalf of the Client and is not a party to this Agreement. Property Manager has no obligations under this Agreement, and in no event will the Property Manager be responsible or liable for the performance of any obligations or the payment of any compensation hereunder. Client shall be solely liable to Contractor for any damages suffered by Contractor under this Agreement.

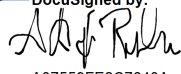
ATTEST: Inspiration Community Association

DocuSigned by:

 DE92FB61A46A4E7... ICA President 2/9/2023

 Client Signature on behalf of the Board of Directors Title Date

ATTEST: Valley Green Lawn and Landscape

DocuSigned by:

 A07559EE2C7640A Owner 2/8/2023

 Signature Title Date

ATTACHMENT A

Service Area

Mowing/Maintaining shall be accomplished in the following locations:

- See the green outlined areas on the map below

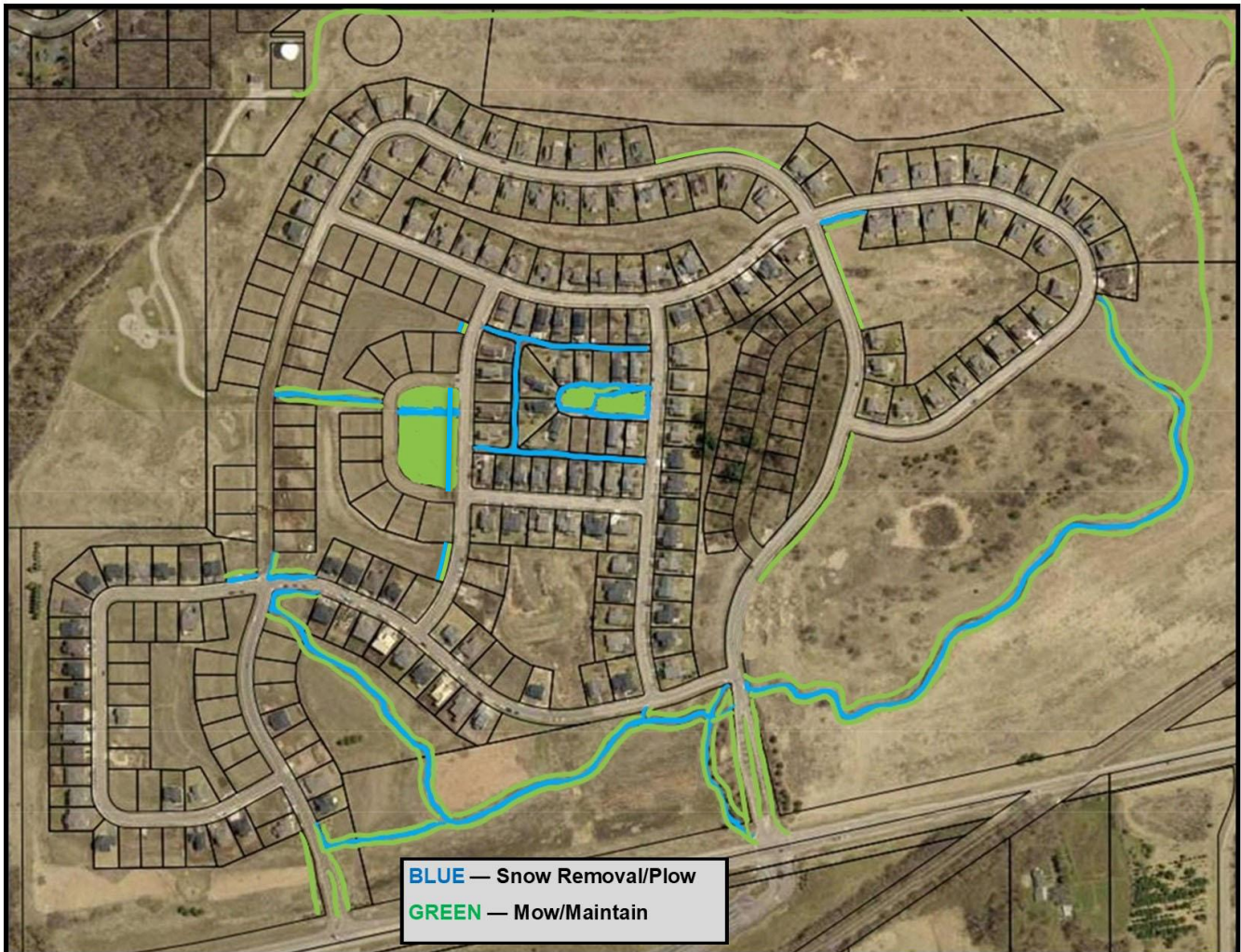
Snow shall be removed from the following locations:

- See the blue outlined areas on the map below

(The foregoing areas are referred to collectively as the “Service Area”).

Snow will **not** be removed from the following locations:

- Driveway of Clients and its Homeowner Members
- Driveway aprons of Clients and its Homeowner Members
- Homeowner steps
- Homeowner front sidewalk
- Any locations on the side or rear of a home (exception being fire closets)
- Side yard sidewalks
- Side yard garage door entrances



ATTACHMENT B
Landscape and Irrigation Services

SERVICE	DESCRIPTION	PRICE
Spring Clean-Up	Spring clean-up will be completed as soon as weather and ground conditions permit but no later than May 30th. Clean-up will include the following: power sweep turf areas, rake or blow all maintained turf areas, blow out landscaped areas, blow curb lines, sidewalks, ground level patios, and other hardscaped areas, remove visible trash and litter from Client's property.	Included
De-thatching or Power Raking	Removal of impacted dead grasses.	Included
Turf Cutting	Mowing of turf areas will be completed on a weekly schedule. Mowing height will be 2.5 – 3 inches depending on turf conditions. Areas surrounding buildings, landscaped areas and other objects will be trimmed with power trimmers. Patios, walkways and drives will be blown clear of grass clippings. In the event of a drought or dry season, turf will be spot cut. If directed by Client, Client's property will be cut on an interval of once every two weeks. During weekly cutting all visible trash will be collected and removed from Clients property.	Included
Turf Fertilization	Four-step process: Step 1: In April, apply a slow release, dry granular fertilizer with a mix of pre-emergent weed preventive. Pre-emergent must be eliminated from this application if Client desires to overseed lawn areas during the early summer months. It is Client's responsibility to notify Contractor of any plans to overseed. Step 2: In May/June apply a slow release, dry granular fertilizer containing a blend of nitrogen and potassium, determined by the condition of Client's turf areas and city regulations. Step 3: In July repeat Step 2. Step 4: In October apply a slow release, dry granular fertilizer. Lawn fertilizer application will contain zero phosphates. Treatment notification signs will be posted where they can be observed by all Homeowners and disposed of when they are no longer necessary.	Included
Turf Herbicide	Four step process: Step 1: In spring, apply pre-emergent crabgrass preventive. Step 2: In late spring to early summer, apply application of post emergent herbicide to control broadleaf weeds and crabgrass. Step 3: In mid to late summer, apply application of post emergent herbicide to control remaining broadleaf weeds that have grown in bare or weak spots. Step 4: In fall, apply application of post emergent herbicide to control weeds that may appear in turf areas during the post-season months. Additionally, spot spray for weeds throughout the season, as conditions require. Treatment notification signs will be posted where they can be observed by all Homeowners and disposed of when they are no longer necessary.	Included
Plant & Shrub Herbicide	All perennial beds, shrub beds and tree rings will be weeded on a twice-monthly basis (ten times total). Weeding will be done by manually pulling weeds or by spot spraying weeds with herbicide. Volunteer or "sucker" growth on trees are considered weeds and will be removed. Weed growth in concrete or court areas also to be removed. Annual flowerbeds will not be weeded.	Included
Shrub Trimming	All deciduous shrubs will be trimmed once a season to maintain size and shape. Evergreen shrubs will be trimmed only at times when their growth indicates. Trimming will be scheduled during non-blooming periods.	Included

Fall Clean Up	Fall clean- up will include the pick-up and removal of all leaves from landscaping, flowerbeds, turf and paved surfaces, typically by November 1 st . Leaves will be cleaned up once the majority of the leaves have fallen unless weather dictates otherwise. All flowerbeds will be blown free of leaves and picked up. Serviced paved surfaces including within the association will be blown free of debris and picked up. Fall clean- up also includes the final mowing at a height of approximately 2 ½ inches.	Included
Core Aeration	In September, remove plugs of soil to aid in absorption and de-compact the soil.	Requested Service *\$1,200 for all irrigated turf areas*
Irrigation Start-up	The Contractor will subcontract a vendor to install, pressurize, and test the RPZ(s) (Reduced Pressure Zone). The cost to test the RPZ valves is \$125/valve. If repairs and/or rebuilds are needed the costs will be billed to the Client. The same RPZ vendor will install the Water Meter(s), or will be coordinating installation with the city, if applicable, and will have the system pressurized from the city supply to the irrigation water meter. RPZ services will be completed by April 30 th . <i>Exceptions that may delay RPZ installation include cold (late freeze) weather.</i> Any system(s) utilizing a backflow device other than a RPZ valve is the sole responsibility of the irrigation maintenance vendor. In late April or early May, the following services will be provided by the Irrigation maintenance contractor: program controller to set watering schedule, test all zones, inspect and adjust all heads and notify Community Manager of any repairs over \$500.00. Contractor will also notify city and Community Manager of activation date.	Included (with limitations as described)
Irrigation Inspections	An irrigation technician will conduct 10 inspections of the irrigation system. The technician will activate the system and test all zones, inspect and adjust all heads, and service any breaks or problems. Charges will be incurred if the technician discovers and replaces any damaged parts. Contractor will monitor irrigation system and make necessary adjustments based on climatic conditions. In rainy conditions, the contractor will turn down system to conserve water.	Included
Irrigation Shut-down	In October the following services will be provided by the Irrigation maintenance contractor: turn off main water at curb stop and stand pipe, winterize total system by passing high-pressurized air through each zone, winterize stand pipe, remove RPZ/water meter and record final water usage on flow meters, tag each RPZ/water meter to indicate location, unplug/turn off control clocks, store all RPZ/water meters in heated facility. Irrigation maintenance contractor will guarantee against cracking or damage due to improper shut down. Irrigation maintenance contractor to blow out main line to curb box. If the Irrigation & Pond water supply(s) is/are tied together it will be the Irrigation maintenance vendor's responsibility to winterize entire system. The RPZ(s) & Water Meter(s) must be available for drop-off or pick-up no later than November 15 th . The vendor and Client will work together to coordinate drop-off or pick-up of RPZ(s). If the city is responsible for storing the water meter(s), the irrigation maintenance contractor will coordinate meter pick-up with the city.	Included
Pond Start Up	Installing and testing pump	Not Included
Pond Shut Down	Removing and storing pump	Not Included
Tax	All applicable Minnesota sales tax	Included
	Total Price	See Contract Price on Page 6.

ATTACHMENT C

Professionalization and Monitoring

All Work to be performed by Contractor (whether detailed on this Attachment, Attachment A, Attachment B or otherwise in this Agreement), will be performed in a professional manner using Contractor's best skill and attention and shall be of good quality equal to or better than industry standards, free from fault and defects and in conformity with this Agreement. Contractor shall monitor weather conditions to insure that Contractor is at the Service Area at the time set forth herein and will from time to time monitor the Service Area for conditions located on the Service Area which may present a hazard to Client's members, their guests or other third persons and shall immediately advise Client's Community Manager of any such conditions.

Dispatch and Service Times

The contractor will always attempt to complete snow removal services before 7:00 AM and before 5:00 PM. Client recognizes this is subject to the rate of snowfall and the time any given snow fall begins. All snow removal operations shall be completed within ten hours after substantial completion of the snowfall at the Service Area or within eight hours of the request of Client's Community Manager, whichever is earlier. Notwithstanding the foregoing, city sidewalk snow removal must be completed within 24 hours after substantial completion of a snowfall at the Service Area.

Snowfall Amounts/Plowing

- A. Open up: During periods of continuing snowfalls exceeding four inches, an open up plowing of private streets and parking areas will be completed prior to 7:00 am and /or 5:00 pm to allow for access to and from residential parking areas during periods of continuing snowfalls.
- B. Plowing: After snowfall has stopped and exceeds one and a half inches, a complete plowing of private streets, driveways and parking areas will be completed within 12 hours after the snow stops falling. During snowfalls exceeding eight inches plowing will be completed within 18 hours. During snowfalls exceeding 16 inches, plowing will be completed within 24 hours. During snowfalls exceeding 20 inches, plowing will be completed as soon as possible.
- C. Clean up: Within 48 hours of plowing the entire property, snow missed due to parked cars and obstacles will be cleaned up one time. Cars that are in the way are responsible to clear their own driveways.
- D. Staking: Potential hazards may be staked during November to prevent damage of association's property.
- E. Other: Drifts that are created by blowing wind will be plowed on an as needed basis.
- F. Excessive snowfalls or snow accumulation late in the season may require snow relocation within the property at an additional rate defined below.
- G. All asphalt paths within the association will be plowed at the 1.5" trigger as well.

Ice Storms and Slippery Conditions

When slippery conditions exist, an application of salt shall be applied to all critical areas of the Service Area. In the event of a major ice storm approaching, an application of salt shall be applied to all critical areas. Post ice control shall be applied as needed to all critical areas. This service is included in the contract pricing.

- A. Client's Community Manager may contact Contractor and request salting services as a result of freeze/thaw ice formations on the three (3) private streets (alleys) and the parking area by Dragonfly Green. Contractor must be at the Service Area within eight hours after request is made by Client's Community Manager. This requested service is available for \$250/treatment.

Accumulation and Blowing Wind

In the event of multiple snowfalls of less than 1.5", which in turn accumulate to more than 1.5" over a period of time, or in the event of accumulated snow of more than 1.5" due to blowing and drifting, Contractor shall, within eight hours of a request by Client's Community Manager, perform the Work set forth in the first paragraph of the section entitled "Snowfall Amounts/Plowing" above. Contractor shall complete such services within the times specified herein.

Wing Blade, Snow Pushing & Snow Removal Services

In the event of substantial snow accumulation, it may be necessary to move the snow banks further up on the side of the driveway/roadway to allow for additional snow storage and safe vehicle passage. Additionally, it may be necessary to remove snow from the Service Area. This service shall be provided on an as needed basis, determined solely by Client's Community Manager. Contractor must be at the Service Area within eight hours after request is made by Client's Community Manager. Front-end loader work to relocate snow piles will be done at the request of the association/contractor at an additional hourly rate of \$75.00 per hour with a minimum of two hours. If the city's plowing activities greatly affect the contractors

ability to clear sidewalks, contractor will bill back the additional time to the association at the rate of \$75 per hour.