



E.A. ProScapes

Landscape Maintenance & Snow Removal

SNOW SERVICES AGREEMENT 2025

THIS SNOW SERVICES AGREEMENT 2025 (the "Agreement") is entered into effective the 22nd day of September 2024, by and between Westbrook Village Community Association (the "Customer") and E.A. ProScapes, LLC (the "Contractor"). The Contractor and Customer, for the mutual covenants and other consideration as specified in this Agreement, agree as follows:

Snow removal services will be performed at the Customer's site listed above, per the term, rates and Client Specifications (Exhibit A) stated in this Agreement.

CONTRACT TERM

The contract term shall be **January 1, 2025 to December 31, 2025**

REQUIREMENTS

- a. Both parties to this Agreement mutually agree that in consideration of the amounts to be paid to the Contractor by the Customer, as stated in this Agreement, the Contractor will provide all labor, equipment, accessories and material and will perform all work in a workmanlike manner, in accordance with the specifications of this Agreement.
- b. The Contractor will not be liable for damages to the Premises resulting from events such as objects buried under the snow, vandalism or other circumstances beyond the control of the Contractor. Customer acknowledges that heavy trucks, equipment, plows/blades, de-icing equipment/materials and other equipment and materials will be utilized to perform snow services under this Agreement and that property damage can occur at any time regardless of how cautious or careful the equipment and materials are utilized. In addition, Contractor assumes no responsibility or liability for property damage or personal injury related to snow, ice, slush or water resulting from melting snow and refreezing, unless such property damage or personal injury is caused by the Contractor's gross negligence or willful misconduct.
- c. Contractor will be notified by the Customer of any pre-existing site conditions or unusual circumstances prior to the execution of this Agreement.

INSURANCE

The Contractor shall be covered by a minimum of \$1,000,000 (1M/2M) of liability insurance. Upon request, the Contractor shall provide proof of coverage to the Customer and will name Customer as additional insured.

MOBILIZATION PROCEDURES

- a. Snow clearing operations will be initiated according to the circumstances of each storm. The Contractor will have up to 12 hours to clear the snow from the point at which minimum accumulation standards have been met as specified in Exhibit A to this Agreement, which is attached hereto and incorporated by this reference, unless blizzard conditions exist as specified below.
- b. Snow services will be performed per the attached Customer Specifications (Exhibit A), unless Contractor is given notice, via email at ea.proscapes.co@gmail.com, by an authorized representative for the Customer to **NOT** perform services. Notice to **NOT** perform services must be made at least six (6) hours prior to the snow event commencing.
- c. When large accumulations of snow (greater than 6") are predicted, the Contractor reserves the right to begin operations prior to the snowfall ending.
- d. During blizzard conditions, or during snowstorms in excess of 12", the Customer's property will be serviced to establish access in the following order:
 1. Primary roadways and parking lots, which may include utilization of equipment such as front-end loaders
 2. Pedestrian areas leading to building entrances and residential driveways, which may not be cleared to full widths until after the storm.
 3. Public streets
 4. Perimeter sidewalks, including but not limited to those along roads, parkways and greenbelts which may require heavy equipment such as skid steers, tractors or large snow blowers

EQUIPMENT

- a. Equipment and material to be used may include, but not limited, to the following:
 - i. Truck w/ plow
 - ii. ATV with plow
 - iii. Sidewalk plow

- iv. ~~Dump truck with plow~~
- v. Skid steer with plow
- vi. Snow blowers
- vii. ~~De-icing equipment~~
- viii. ~~Sand and Salt~~
- ix. ~~Ice Slicer~~
- x. ~~Ice Melt~~

SERVICE AREAS

Customer will meet the Contractor on-site for a walk-through prior to the snow season commencing to review the scope of work which shall be memorialized in writing in Exhibit A to this Agreement. It will be the responsibility of the Customer to provide detailed maps showing areas to be serviced, including where snow is to be piled, de-icing requirements, and any areas of specific need. The Contractor will use their best judgment for snow pile locations if a map designating locations is not provided.

SERVICES NOT UNDER CONTRACT

The following services will not be included in routine snow removal services unless specifically requested, in writing, by the Customer. If Customer requests the services below, they will be billed at a rate of \$75.00/hour.

- a. Sweeping or cleaning of the areas after the snowstorm due to accumulation of sand, de-icing material or debris
- b. Staking of curbs, drives or obstacles within the work area

HOURLY AND MATERIAL RATES

- There is a one-hour minimum charge per person
- Hourly billing begins once crews mobilize, including drive time.
- Holiday rates apply to any work performed on Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. Holiday rates are time and one half.

Truck w/ Plow	\$ 147.00	Per hour
Truck w/ Spreader	\$ 173.25	Per hour/material cost excluded

ATV w/ Plow or Sidewalk Plow	\$ 110.00	Per hour
Hand Shoveler	\$ 75.00	Per hour
Ice Melt Labor	\$ 75.00	Per hour
Site Supervisor	\$ 80.00	Per hour
Skid-Steer	\$ 210.00	Per hour
Deicing Inspection	\$ 75.00	Per hour
Backhoe/Loader	\$ 278.00	Per hour
Sand Truck	\$ 157.50	Per hour
Ice Melt	\$ 1.50	Per lb.
Ice Slicer (or similar)	\$.90	Per lb.

***E.A. ProScapes LLC reserves the right, during blizzard conditions, to utilize equipment that is not listed above to fulfill contractual obligations and effectively clear snow. Hourly rates for such equipment cannot be determined until the need arises.

INVOICING/PAYMENTS

Customer agrees that all snow services are rendered at Time and Material Rates under this Agreement. There is a one (1) hour minimum charge per location, per mobilization, per person. Payments for snow services rendered shall be made within twenty-one (21) days of billing. Payments shall be made payable to E.A. ProScapes LLC at the following address:

1325 Reserve Dr. Longmont, CO 80504

The Customer agrees to pay a late payment charge of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to E.A. ProScapes LLC is in arrears. If payment for services rendered is delinquent by 30 days or more, the Contractor and any associated company have the option of suspending services until the account becomes current or terminating the Agreement immediately. Collection of any unpaid amount contained in billings for services rendered by Contractor will be at Customer's expense and Customer will be required to pay Contractor any attorneys' fees and costs incurred by Contractor for the collection such unpaid amounts. Contractor is entitled to attorneys' fee incurred for collections, whether or not a lawsuit is filed. Provisions relating to dispute resolution contained in this Agreement do not apply to the collection of delinquent fees and Contractor has the right to take collection action against Customer in a court of competent jurisdiction in the County in which the Premises are located

and Colorado law shall apply to any and all collection actions taken by Contractor against Customer.

DISPUTE RESOLUTION

Except for the collection of delinquent fees, both parties agree to first enter into good faith negotiations to resolve any dispute arising out of or relating to this Agreement. In the event that such negotiations are not successful, the parties agree to mediate the dispute through use of a professional mediator agreed upon by the parties. Each party shall be responsible for payment of one half of the mediation fee. If the dispute is not resolved in mediation, then a Court action may be filed in a court of competent jurisdiction in the County where the premises is located. Neither party may request a trial to a jury. To the contrary, it is agreed upon by and between the parties to this Agreement that any right to have a trial on any issue touching or concerning this Agreement will be to a Court, and the right to a jury trial is expressly waived. The prevailing party in any matter which is filed in Court, will be entitled to recover from the other party all reasonable attorneys' fees and costs, including expert costs, incurred in conjunction with the dispute.

AMENDMENTS TO AGREEMENT

This Agreement represents the entire understanding between Customer and Contractor. This Agreement may be amended if the amendment is made in writing and signed by both parties.

TERMINATION

Either party may terminate this Agreement by notice, in writing, at least 15 days prior to the effective date, to the other party, except that this Agreement may be terminated immediately, with written notice, for failure to perform by either party. If terminated, payment for services rendered prior to and at the time of termination shall be due within 15 days of the termination date. Such payment to be considered payment, in full, for services performed under this Agreement.

NOTICES

Any notice shall be given:

IF TO CONTRACTOR:

E.A. ProScapes LLC
1325 Reserve Dr.
Longmont, CO 80504
ea.proscapes.co@gmail.com

IF TO CUSTOMER:

Westbrook Village Community Association
c/o Brian Harpole
bkharpo@comcast.net

Except as otherwise provided in this Agreement, any and all notices and demands, including notices of termination, given under this Agreement shall be deemed to have been given and received on the earliest to occur of the following (a) upon personal delivery to the referenced party; (b) upon deposit in the United States mail, postage prepaid, registered or certified mail, addressed to the applicable party at the address listed above, or at such other address as may be

designated by any party by written notice from time to time; or (c) by the sending of an electronic mail to the email address provided above, or at such email address as may be designated by any party by written notice from time to time.

OTHER CONDITIONS

- a. While it is the full intent to provide a safe travel surface for vehicles and pedestrians, the Customer and Contractor acknowledge that slick surfaces may be present at any time and that snow or ice can never be completely eliminated. Dangerous conditions may exist before and after clearing operations and Contractor is not liable for damage to property or personal injury resulting from such dangerous conditions.
- b. The Customer acknowledges that the Contractor is not on the site 24/7 and does not have the ability to know precise weather conditions or site conditions. Although the Contractor will be ready to mobilize at all times, it is ultimately the responsibility of the Customer to alert the Contractor of snow clearing or de-icing requirements if requests are outside the Customer Specifications in this Agreement.
- c. The Contractor may not be held liable for "slips and falls", collisions that are not a direct result of Contractor's gross negligence, or any kind of drainage issues that contribute to ice or slick surfaces.
- d. The Customer acknowledges that the Contractor may be unable to meet contractual obligations in this Agreement due to a "state of emergency" and/or extreme weather conditions that may cause roads to be impassable or dangerous and/or temperatures/wind chill that pose a serious health threat to the Contractor's work force. Contractor retains the right to delay, suspend, or cease any services required under this Agreement if conditions threaten life and limb or health of its work force or the general public. The Contractor will mobilize and complete snow removal services as soon as the extreme weather conditions no longer exist in the discretion of Contractor.
- e. De-icing material may be unavailable or difficult to acquire at times during the winter months and the Contractor may not be able to fulfill certain de-icing requirements. The Customer will be notified as soon as possible if this occurs and Contractor shall provide alternative solutions, if available.
- f. It is understood that all deicers and sand salt mix may cause damage to landscape, concrete, and paved surfaces. Although the Contractor will be judicious in its use of these materials, the intent is to provide as safe an environment as possible, and therefore Contractor will not be responsible or liable for damages these products may cause.
- g. The Customer shall be responsible for removal, or for causing the removal of all vehicles and other personal property, from parking lots, drives, access roads, and designated snow pile areas, so that the Contractor can properly and efficiently operate snow plowing

equipment. If vehicles or other personal property are not removed at the time of plowing, shoveling, or de-icing operations, the Contractor will service only those areas available and open for safe use. If the designated snow piling areas are not accessible, the Contractor will pile snow in an area, which, in the opinion of the Contractor, allows the greatest usability of the lot and does not block roads or driveways.

- h. A 3% fuel surcharge will be added to all invoices should fuel prices exceed \$4.00/gallon. Contractor reserves the right to increase the fuel surcharge in relation to fuel prices.

IN WITNESS WHEREOF, THE CUSTOMER AND CONTRACTOR HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED ON THE DATE FIRST HEREIN WRITTEN, ALL COPIES OF WHICH, FOR ALL INTENTS AND PURPOSES, SHALL BE CONSIDERED THE ORIGINAL.

Contractor: E.A. ProScapes LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Customer: Westbrook Village Community Association HOA

By: Brian Harpole

Printed Name: Brian Harpole

Title: Westbrook Village HOA Board member

Date: 12-6-24

Exhibit "A"

Customer SPECIFICATIONS

TRIGGER DEPTHS

- a. Contractor will plow roadways (excluding residential driveways) after a trigger depth of _____ inches has accumulated.
- b. Contractor will shovel/blow/ATV pedestrian walkways and driveways after a trigger depth of _____ inches has accumulated.

Option to limit occurrences per storm (for minimum accumulation standards over two (2) inches):

- c. Snow services will be performed one (1) time per storm after snow has stopped unless at least four (4) inches has accumulated and snow is predicted to continue to accumulate. *Initial here to select this option:* Btt

***If this option is not selected, the Contractor will continue to perform snow removal services per the trigger depths noted in this Agreement until snow has stopped and travel surfaces are safe.

DE-ICING REQUIREMENTS

Please initial one option

De-icing Requirements (**Only one option may be selected**):

- Option 1 provides the highest level of service.
- Option 4 provides the lowest level of service. These specifications will apply to the entire site unless specified differently as a part of this Agreement.

1. _____ **PLEASE PROVIDE** inspection and de-icing services as deemed necessary by E.A. ProScapes LLC. We understand that inspections and/or de-icing applications will occur once, every 24 hours following ANY presence of snow and ice as a result of new precipitation, freeze/thaw cycles, blowing or drifting snow. We also understand that regardless of the Minimum Accumulation standards listed above, ANY accumulated snow must be shoveled/plowed before de-icers are applied.

2. _____ **PLEASE PROVIDE** inspection and de-icing services **once every 24 hours** for _____ **day(s)** after MINIMUM ACCUMULATION STANDARDS have been met and snow clearing services have been provided.
3. _____ **PLEASE PROVIDE** de-icing services ONE Time, only after MINIMUM ACCUMULATION STANDARDS have been met and snow clearing services have been provided.
4. ~~But~~ **PLEASE DO NOT** provide de-icing products, services, or inspection at any time unless written direction is provided by the Customer or designated representative for each occurrence. Timing of service dependent upon availability of staff.

***Additional de-icing applications may be requested upon written direction from the Customer or designated representative for each specific occurrence.

CONTACT NUMBERS

Eric Acosta 720-684-7629

Please use this number to get in contact with E.A. ProScapes either during normal business hours (M-F 8:00-5:00) or for after-hours emergencies.

Customer:

By: Brian Harpole

Date: 12-6-24