

FLINT CREEK RANCH CLUSTER OWNER'S ASSOCIATION, INC

SNOW REMOVAL CONTRACT / SPECIFICATIONS

Property Description:

Flint Creek Ranch Cluster Owner's Association, Inc
herein referred to The Association

Contract Period:

Covers the period of Oct 24, 2023 – May 15, 2024

PROPOSED CONTRACTOR: ALPINE TREE SERVICES referred to "Contractor"

PART 1 – SNOWPLOWING

The Contractor must adhere to the snow plowing terms/specifications contained herein. The Contractor is responsible for any damage to the driveways, streets, and any other property. Snowplow damage to be repaired in the spring as soon as weather permits.

Plowing – Clear all 10.8 miles of roadways for 2 lanes of traffic where roads allow when snowfall accumulation reaches at least three inches (3”) accumulation.

- October 2023 through May 15, 2024– Snow Plowing will be paid with the following schedule:
 - \$2,000.00 December 1, 2023
 - \$2,000.00 January 1, 2024
 - \$2,000.00 February 1, 2024
 - \$2,000.00 March 1, 2024
 - \$2,000.00 May 1, 2024

Sanding – As needed on corners. The HOA board will notify Contractor if they believe sanding is warranted and has not been completed.

PART 2 - ADMINISTRATION

The Contractor and The Association agree to the following:

- A. The performance of all contract work will be judged on the terms of the proceeding specifications, except as amended in writing by the Board of Directors in agreement with the Contractor.
- B. Work will be performed in a professional manner within standard practice of the snow plowing industry. The contractor is responsible for care, maintenance, safety and protection of all his equipment. His workers will be responsible, capable and courteous. Labor difficulties and equipment failure are not considered valid excuses for failure to meet the terms of these specifications.
- C. The Contractor will be adequately covered and supply proof of Workman’s Compensation insurance, liability insurance, property damage insurance and vehicle liability insurance to protect the Board of Directors, the Association, and its members from ALL claims resulting from injury to persons or property which may occur as a result of the Contractor’s work. The Contractor is required to list the FCRCOA as additional insured on their liability insurance policy.
- D. The specifications herein and the conduct by both the Contractor and the Association will be subject to the provisions of the Association’s Declarations and Bylaws, and the Contractor will comply with all applicable laws and regulations found therein, together with all laws and regulations found therein, together with all laws and regulations of the City or Township wherein contracted and the State of Montana.
- E. In addition to the base contract, the Contractor may be asked to perform additional services such sanding and the use of a heavy equipment for snow removal. The Contractor will be expected to handle these items in a timely manner upon acceptance of such request.

- F. Any suspension of the snow removal must be coordinated with the Board of Directors.

- G. INDEMNIFICATION:** Snow Removal Contractor, herein referred to as Contractor, agrees to indemnify, defend and hold harmless, the Association and its members collectively herein referred to as the Association, from and against any and all loss, cost, damage, or expense of every kind and nature (including, without limitation, court costs, expenses, and attorney's fees) arising out of damage to property or injuries to or death of persons (including, without limitation, the Association, Contractor, and its employees, agents, licenses and representatives) in any manner caused by the willful or negligent acts of Contractor, Contractor's employees or agents pursuant to or in connection with this Agreement other than any losses, costs, damages or expenses which arise in part out of contributory negligence of the Association (in which event the Contract will indemnify and hold harmless the Association for the Contractor's percentage of contribution to the negligence) and other than any amount paid in settlement of any claim or litigation effected without consent or approval of the Contractor. Contractor will promptly pay and discharge all liabilities to vendors and subcontractors for all labor and material employed in the performance of the service herein. Contractor will indemnify, defend and hold harmless, the Association from any losses, costs and expenses, including attorney's fees, incurred to remove Contractor's equipment, mechanics or supplier's lien filed against the Association by any vendor or subcontractor supplying goods or services and the Association may withhold any amounts as may be sufficient to satisfy any lien or claim of a lien.

- H. Damage to obstruction is the responsibility of the owner. Note that permanent objects such as hydrants, rocks, water shut offs, meter covers, railroad ties, border blocks and other objects, which are present naturally or by architectural design are not considered obstructions. Damage caused by Contractor to such permanent objects is the responsibility of the Contractor.

- I. Nonperformance of the terms and conditions of these specifications, unless otherwise excused in writing by the appropriate vote of the Board of Directors by a majority of its members, is reason for immediate dismissal.

- J. The Association may with or without cause, by any notice the Association deems appropriate, in its sole discretion, terminate the services of the Contractor in its sole and exclusive indisputable judgment, exclude Contractor from the site and take possession of all the work. In such case, Contractor shall not be entitled to receive any further payment until work is finished. If the unpaid balance of the consideration exceeds the direct or indirect cost of completing the work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to the Association. Where the Contractor's services have been so terminated by the Association, the termination shall not affect any rights of the Association against the Contractor then existing or which may accrue thereafter. Any retention or payment of monies due to the Contractor by the Association will not release Contractor from liability. The Contractor shall pay the Association any and all attorney fees, court costs, deposition costs, etc. associated with the enforcement by the Association of any provision in this Contract or associated with the defense of any legal action taken by Contractor to challenge any provision in this Contract by signing said agreement. Any conflict between the provision and any other provision in this Contract shall be interpreted in favor of the terms of this paragraph.

- K. In addition to all other remedies contained herein, whether the Contractor fails wholly or partially to perform the enumerated service, the Association may elect to withhold a proportionate amount of the monies due the Contractor for the services due that particular month. Any disputes with respect to the terms and conditions of the contract may be settled by arbitration under the provisions of the Title 27 of the Montana Code Annotated.

L. This agreement may be cancelled by either party, with or without cause by fifteen (15) days prior written notice to the other party. In the event this agreement is terminated or in breach by the Association, the contractor will be entitled to receive any and all monies owed which are related to the removal of snow on the property, within 30 days of the cancellation. In the event this agreement is terminated or in breach by the contractor, the association will be entitled to any expenses related to misconduct by the contractor.

M. Contractor may not assign its rights and/or obligations under this Agreement.

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**SNOW PLOWING CONTRACT/SPECS
PRICE and ACCEPTANCE SHEET**

Snow Plowing Services

- A. October 24, 2023 through May 15, 2024 – Snow Plowing will be paid \$10,000 for the season and payable on the following schedule:**
 - \$2,000.00 December 1, 2023
 - \$2,000.00 January 1, 2024
 - \$2,000.00 February 1, 2024
 - \$2,000.00 March 1, 2024
 - \$2,000.00 May 1, 2024
- B. Plowing on all the Flint Creek Ranch roads will commence once snowfall accumulation reaches three inches (3”) but not prior to end of forecast accumulation.**

Monthly Invoices will be sent. Payments to be made on the schedule listed above.

Monthly invoices shall be billed and mailed to:

Flint Creek Ranch Cluster Owner’s Association, Inc.

c/o Fred Ferrer

PO Box 41

Ramsay, MT 59748

ACCEPTANCE

ACCEPTANCE

ALPINE TREE SERVICES

Spencer Clark, President

Contractor

Association

DocuSigned by:



AB3E16009C8544C...

Authorized Signature

10/24/2023

Date

DocuSigned by:



17C4757CE871446...

Authorized Signature

10/25/2023

Date