

**TREGARON RIDGE OWNERS ASSOCIATION, INC.  
SNOW REMOVAL AND ICE CONTROL CONTRACT AGREEMENT**

This contract agreement is made effective on the date this contract is signed and dated by the Tregaron Ridge Owners Association, Inc., and Anchor Roofing & Landscaping. The Tregaron Ridge owners Association, Inc. shall be known in this document as the "Association" and Anchor Roofing & Landscaping shall be known as the "Contractor".

**Contract Duration**

This contract between the Association and the Contractor is a multi-year contract which will remain in effect for a period of three (3) years from the commencement of the contract Jan 1, 2024 until the end of the winter snow season in the beginning of 2027.

**Cost Increases**

In the case that in a twelve (12) month period there is a 20% or more cost increase for products such as chemicals that would be used for each of the subsequent years of 2024, 2025, 2026, or 2027 of this three (3) year snow season contract, the increased cost for products will be presented by the Contractor to the Association prior to September 15 of each applicable new snow season. The cost increases will be negotiated at the beginning of each contract year between the Association and the Contractor and any added costs to the contract shall be made by amendment to the contract. Contractor shall provide proof of the increase at the time of beginning of negotiations for each applicable snow season. Year two (2) and three (3) year of the contract is subject to an increase based on materials, fuel, wages, or cost of doing business.

**Fuel Surcharge**

In the event the cost of fuel was to rise above current fuel prices 20% in a twelve (12) month period the Contractor reserves the right to charge a fuel surcharge of \$50.00 per snow episode invoice.

The current average unleaded gasoline fuel price per gallon as of December 10th, 2023, at three (3) fuel stations near Tregaron Ridge Town Homes is \$3.21 per gallon. Plus 20% of \$3.21 is \$3.85 per gallon. Current diesel fuel price per gallon at three (3) fuel stations near Tregaron Ridge Town Homes average is \$3.95 per gallon as of Dec 10<sup>th</sup>, 2023. Plus 20 % of \$3.95 is \$4.74 per gallon. Cost increases shall be calculated by using the average fuel costs of three (3) fueling stations located close to the Tregaron Ridge Town Homes property. The three (3) fueling stations are: Kum & Go, Fairview Road and Williamsburg Drive, Kwik Shop, Capehart Road and Scarborough Drive and Casey's General Store, Cornhusker Road and Pratt Avenue.

The Contractor hereby agrees to provide labor, materials, and other things necessary to perform the Work as described in Attachment "A".

**I. General Provisions**

A. Contractor shall be paid for the work satisfactorily accomplished work per after each snow/ice episode following the submission of invoice(s) to the Association.

B. The HOA requests 2 separate invoices for each snow/ice event. One invoice will be for the HOA Basic Area sidewalks and driveways, including pool house and northernmost ranch style building driveways and sidewalks. The second invoices will be Shared areas with The Mansions on Tregaron. The shared areas include streets and entrances within the HOA, and the shared streets of The Mansions are to include Tregaron Ridge Rd, around to Tregaron Ridge Ave, and Tregaron Ridge Court in front of Mansion office.

A separate invoice shall be submitted for work accomplished on the property described in the "Basic Bid". Also, if work is accomplished on The Mansions on Tregaron, a second and separate invoice shall be submitted for all work accomplished on that property. All invoices shall be itemized clearly showing the date(s) of work performance and shall list all work efforts and all materials used. Invoices shall be submitted promptly after each snow event. The invoice shall be addressed to: Tregaron Ridge Owners Association, Inc., P O Box 1136, Bellevue, Nebraska 68005-1136. Payment of invoices is considered past due thirty (30) days after the date on the invoice. Or the invoice may be emailed to the Association Representative who is coordinating with the Contractor for services.

C. Contractor shall provide the Association with appropriate contact telephone number(s) and shall be available on a 24-hour call basis to respond to snow/ice removal requirements or to perform emergency work or repairs.

D. Contractor will respond with adequate equipment and personnel to accomplish all specified work and services outlined in this contract as outlined in Attachment A, Scope of Work.

E. Additional work not included in attachment "A" shall be performed only upon approval of and as directed by the Association.



F. Contractor shall be paid for services in accordance with Attachment "B", Payment Schedule.

G. Contractor is an independent contractor and neither Contractor nor any of the Contractor's employees or agents shall be deemed employees of Agent or Association.

H. The Contractor shall indemnify the Association from all claims and damages arising from the actions of the Contractor and Contractor's employees and/or agents.

I. Change Order Work, for which there is no unit price set forth in Attachment "B", shall be paid for on a time and material basis or a Lump Sum basis as agreed to by the Association and the Contractor prior to the work being accomplished.

II. At the discretion of the Association or the Contractor, either party may terminate this Agreement at any time provided thirty (30) day written notice is presented to the other party.

### III. Insurance

A. Contractor acknowledges Contractor's obligation to obtain and keep in force appropriate insurance coverage for the benefit of the Association (and the Association's employees, if any). A certificate of insurance from the Contractor's insurance company that shows the Contractor as the Insured and the Tregaron Ridge Owners Association, Inc. as the Certificate Holder must be provided at the time of signing of this contract document and prior to commencement of any services or work by the Contractor. Failure to provide required insurance during the entire time frame of this contract voids this agreement and automatically cancels this contract.

B. This insurance must include and be shown on the certificate of insurance that the Contractor possesses General Liability insurance in the minimal amounts of \$1,000,000 each occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations Aggregate.

C. If Contractor has any employees other than him/herself, then the certificate of insurance shall also show Workers Compensation and Employers Liability as required by local, state and federal laws and ordinances including Employers' Liability in the amounts of \$1,000,000 for each accident, \$1,000,000 for Disease for each employee and \$1,000,000 for Disease policy limit.

D. The certificate of insurance shall also show Automobile Liability insurance in the amounts of \$1,000,000 Combined Single Limit each accident.

**IV. Site Verification and Protection**

A. It is the sole responsibility of the Contractor to verify the conditions at the site location of the work and services. Any buildings, structures, patios, decks, driveways, streets, curbs, overhead and hidden television cables, piping, water service, electrical service, lawn sprinkler system, drainage lines, landscaping, lawn and grassed areas, flower shrubs and mulched or river rock beds and the like must be protected by the Contractor. Damage to any of these items shall be permanently restored to the condition prior to the damage at a time agreed to by the Association and the Contractor at Contractor's sole expense. The contractor will visit the work site to meet Tregaron Ridge Town Homes Contract Managers and establish lines of communication. Meetings will take place during each October at a date and time convenient to the Association and the Contractor but not later than October 31st of each year. The Contractor may, at his expense, mark the work site with warning markers that are approved by the Association prior to installation.

In Witness Hereof, Association and Contractor have executed this Agreement effective on the dates this document is signed as shown below.

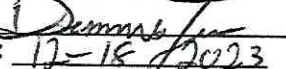
**ASSOCIATION:**

Tregaron Ridge Owners Association, Inc.

By:  Date: 12-18-23

Chuck Headley HOA Management Company or Chuck Hutchison HOA President

**CONTRACTOR:**

By:  Date: 12-18-2023

Representative Anchor Roofing & Contracting