

SNOW REMOVAL AGREEMENT

THIS AGREEMENT was made and entered into this 15<sup>th</sup> day of November 2018, by and between Bear Valley School, its board, managers, owners, tenants and employees (hereinafter referred to as BV School) and Ronwright Construction, Snow Removal Services (hereinafter referred to as Ronwright).

**DESCRIPTION:** Ronwright, or any agent or employee thereof, is to provide all snow removal services as needed when storms necessitate for BV School between the dates of November 15, 2018 and May 15, 2019. Services are to include removal of snow from BV School parking area, travel paths, walkways, garbage shelters, and applicable fire lanes from the hours of 6am to 6pm.

**COMMUNICATION:** The authorized agent to speak on behalf of BV School for snow removal services is) \_\_\_\_\_, and \_\_\_\_\_ being authorized by \_\_\_\_\_ during \_\_\_\_\_ absence. The authorized agent to speak on behalf of Ronwright is Travis Glass.

**STANDARD SERVICE TERMS:** Ronwright and the authorized agent for BV School, \_\_\_\_\_, both agree snow removal services will begin between the hours of 6am and 6pm when there is a minimum of 2" accumulated in the parking lot. If there is less than 2" in the parking lot BV School's authorized agent can call Ronwright and have snow removed.

**ON-CALL SERVICE TERMS:** In the event that Ronwright is unaware of snowfall that requires snow removal services, Ronwright agrees to be on call for BV School by its authorized agent, between the dates of November 15, 2018 and May 15, 2019, for snow removal services if requested. This service will not be provided unless authorized by \_\_\_\_\_ and should not be assumed.

**COST:** Ronwright will bill BV School, at the rate of \$170 per hour for Trackless Snow Blower use, \$155 per hour for JD-544 Loader use, JD-644 Loader use at the rate of \$190 per hour with a 2-hour minimum, \$155 per hour for Ronwright's Snow Cat use, \$67 per hour laborer if using school snow blower or shoveling, and \$160 per hour for Plow Truck use. For each piece of equipment, unless otherwise noted there is a minimum of a 1 hour charge if used for under 1 hour. Hourly costs include insurance, cost of equipment and equipment operator labor for standard service and on-call service as outlined in "On-Call Service Terms". Any out of contract snow removal results in an increase of rates by 25%. Please note that if the price of fuel goes up more than \$.25 at the beginning of the contract, a fuel surcharge will also be charged. If the on site blower at BV School is used, BV School will be billed for fuel if that piece of equipment needs to be fueled.

**PAYMENT TERMS:** All invoices from Ronwright for snow removal services for BV School will be due and payable within thirty (30) days of the invoice date.

All invoices will be delivered to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PAYMENT REMITTANCE:** For proper and immediate posting, all payments should be sent to:  
Ronwright Construction, Snow Removal Services  
P.O. Box 4399  
Camp Connell, CA 95223

**LIABILITY ISSUES:** Ronwright agrees to maintain comprehensive general liability covering bodily injury and property damage, and if applicable, Worker's Compensation at statutory limits, and automobile liability covering all vehicles, equipment and their operators, throughout the term of this Agreement. Proof of current general liability insurance will be provided to Creekside 1.

In the event that Ronwright, or any agent or employee thereof, damages any property of BV School, while removing snow from the specified areas, it is agreed the authorized agent for BV School, and the authorized agent for Ronwright Construction, will discuss the matter as soon as possible. Liability for such damages will be determined on a case-by-case basis; however, the following outline will apply:

a.) Ronwright agrees to accept responsibility for any damages to BV School property, including but not limited to, damage to vehicles and/or buildings, caused by Ronwright, Ronwright's equipment, or any agent or employee thereof, and/or of negligence.

b.) Ronwright, or any agent or employee thereof, will not be held responsible for any object hit by snow removal equipment operated by Ronwright, or any agent or employee thereof, if such object was left in an unmarked area and/or in the right-of-way of snow removal operations/equipment, or if such object was left in an area marked as no parking or an area marked for a vehicle move day during the time of the incident.

c.) Ronwright, or any agent or employee thereof, will not be held responsible for any object hit by snow removal equipment, if such object was trapped or covered by snow, regardless of why the object was trapped or covered by snow, unless the area of such object is clearly marked with snow poles. It is the responsibility of the owner of such property to mark such areas.

d.) Ronwright, or any agent or employee thereof, will not be held responsible for any water damage or flooding to any building or object as a result of normal snow removal operations. Water damage includes, but is not limited to, water from snow runoff that has traveled under, over, in, or around snow storage areas, snow roads, vehicles or buildings.

1.) In the event BV School becomes aware of any such flooding, BV School's authorized agent, may request Ronwright, or any agent or employee thereof, for assistance in avoiding potential future flooding, by means of moving snow storage piles. At that point, Ronwright may agree to aide BV School as directed by its authorized agent so long as the request is safe, and with no assumption of liability on the part of Ronwright.

e.) Ronwright, or any agent or employee thereof, does not assume liability for road surface conditions before or after snow removal operations. Individuals using walkways, paths or roads do so at their own risk.

f.) Ronwright, or any agent or employee thereof, will not be responsible for damage to improperly maintained driveways/parking lots, parking pads, including over sealing, 'chain marks', gouges, scratches, or damage left on driveways /parking lots, nor will we be responsible for any resealing or resurfacing, repainting, or repair of driveways/parking lots.

**OTHER:** Should any conditions arise that are deemed unsafe for snow removal services to continue, whether deemed unsafe by Ronwright, or any agent or employee thereof, Ronwright, or any agent or employee thereof, maintains the right to cease snow removal operations until such conditions improve.

Respectfully Submitted:

\_\_\_\_\_ Date: \_\_\_\_\_  
Ron Glass, Ronwright Construction, Snow Removal Services

Accepted by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Agent  
Bear Valley School, Authorized Agent