

MOUNTAIN CLUB CONDOMINIUM ASSOCIATION, INC.

2467 ROUTE 10 EAST
MORRIS PLAINS, NJ 07950

August 24, 2016

Re: Request for Proposal for 2016/ 2017 Winter Season Snow Plowing and Sidewalk
Snow Removal for Mountain Club Condominium

To Whom It May Concern:

Enclosed is a Request for Proposal (RFP) for 2016 / 2017 Snow Removal at Mountain Club Condominium Association, Inc. Firms submitting quotes must have a minimum of five (5) years experience providing work similar in size and scope and must be duly licensed to operate in the State of New Jersey.

The due date for submission of proposals is September 7, 2016. All bids must be submitted in a sealed envelope on or before the due date and addressed as follows:

Mountain Club Condominium Association, Inc.
C/O IMPAC
440 Beckerville Road
Manchester, NJ 08759

All contractors submitting proposals should understand all the terms and conditions of the RFP and become familiar with the job site and all existing conditions by making an appointment with the management office to visit the site. All questions relating to this RFP should be directed at 973-539-7173.

Thank you for your recent interest in servicing the Mountain Club community.

Sincerely,

IMPAC PROPERTY MANAGEMENT

Enclosure

**MOUNTAIN CLUB
CONDOMINIUM
ASSOCIATION, INC.**

**REQUEST FOR PROPOSAL
2016/2017 SNOW REMOVAL
SEASON**

**2467 Route 10
Morris Plains, New Jersey 07950**

INSTRUCTIONS TO BIDDERS

Please mail two (2) originals of your bid response in a sealed envelope to:

**Mountain Club Condominium Association, Inc.
C/O IMPAC
440 Beckerville Road
Manchester, NJ 08759**

Bidders should attach the enclosed "Bid Response" form to their proposal.

Sealed bids should be clearly marked:

"PROPOSAL FOR SNOW REMOVAL SERVICES"

Award will be made on the basis of the greatest value bidder who, in the opinion of the Mountain Club Condominium Association Board of Directors, is best qualified to fulfill the terms of the proposal, taking into consideration their references and the history of its quality and performance.

After formal acceptance by the Mountain Club Condominium Association, the successful bidder will be notified promptly in writing and will be expected to immediately begin fulfilling the terms of the bid or proposal.

Mountain Club Board of Directors reserves the right to reject any or all bids and proposals in their entirety or portions thereof where the bids are severable.

MOUNTAIN CLUB CONDOMINIUM ASSOCIATION, INC.

BID RESPONSE

Please complete the attached "Bid Response" form and submit to Mountain Club Condominium, Inc. pursuant to the Bid due date deadline and according to the terms of this RFP.

**Mountain Club Condominium Association, Inc.
C/O IMPAC
440 Beckerville Road
Manchester, NJ 08759**

STATEMENT OF WORK

- A. The work under this RFP shall commence on or before the FIRST SNOW FALL ACCUMULATION in 2016. The work shall be completed on or after the LAST SNOW FALL ACCUMULATION in 2017.
- B. Contractor agrees to furnish all materials, supplies, labor, services, tests and incidental related items necessary to perform the work specified in scope of work. Any and all materials, supplied and equipment furnished by Contractor shall be new and in good condition and all work performed shall be performed in a good and workmanlike manner. Contractor shall maintain a full staff with professional supervision.
- C. To the extent the same applies to the work covered by this RFP, Contractor shall comply with all Federal, State, and Local ordinances as well as the provisions of the Master Deed and By-Laws established for the Mountain Club complex, together with any and all rules and regulations as may from time be promulgated by the Board regarding use, operation and maintenance of the common elements of the property.
- D. Contractor acknowledges that it is familiar with all conditions relating to the work and the site and with all other matters and conditions which would affect the performance of this work and the Contractor assumes the risks in connection with the completion of said work. Contractor has visited the site and fully inspected area of work.
- E. Contractor is an independent contractor and shall have full control and direction of its employees. Contractor's employees shall be only accountable to Contractor and not to the Owner. Contractor shall have no power or authority to represent Owner, as agent or otherwise, nor to render Owner liable or responsible to any person whosoever. The scope of the work includes the following:

SCOPE OF WORK

See Attachment A, "*Mountain Club Snow Removal Specifications*"

CONTRACT PRICE AND PAYMENT

- A. The Owner will pay the Contractor according to the terms of this RFP the total sum of contract value payable as follows:
 - (i) Total contract value of snow plowing and sidewalk snow removal payable by five (5) equal installments due at the 1st of each month from December 2016 until April 2017.
- B. Before final payment, the Contractor will fix or cause to be fixed any damages caused by the Contractors' personnel or equipment to the Owners property. Owner or the Owner's Agent shall inspect such damages and repairs and agree that the work has

been performed satisfactorily and completed substantially in accordance with the Agreement and to the reasonable satisfaction of the Owner.

- C. Before final payment, the Contractor will obtain releases of liens from all sub-contractors, installers or suppliers who may claim a lien upon the property. The Contractor will also prepare an affidavit stating that no one associated with the work has the right to claim a lien on the property. Said affidavit will also state that all persons who performed work in connection with this RFP have been paid in full.
- D. Contractor shall pay all sales or use taxes, excise taxes, personal property taxes, social security taxes, unemployment compensation taxes, workmen's compensation premiums, payroll taxes and all other taxes, duties or fees of any nature whatsoever imposed on, with respect to or measured by materials, labor (or compensation thereof) and equipment furnished or used under this Agreement as may be required by any applicable federal, state or local law.
- E. No alterations shall be made in the work or in the type of materials specified and no claim for changed or extra work or materials shall be recognized except on written order of Owner with the amount to be paid by Owner stated in the order. Should Owner and Contractor be unable to agree as to the amount to be paid or allowed because of any alteration, addition, or extra work, Contractor shall Perform the work under written order by Owner upon the understanding that the reasonable value of such work shall be paid or allowed and in the event the parties cannot agree upon such amount, or there is a dispute regarding any other element of the work to be performed hereunder, the parties may submit the matter to arbitration pursuant to the Construction Industry Rules of the American Arbitration Association in Morris County, New Jersey. An election by either party to seek arbitration shall be binding upon parties and judgment upon the award rendered may entered in the Court of the forum, state or federal, having jurisdiction. It is mutually agreed that the decision of the Arbitration shall be a condition precedent to any right of legal action that either party may have against the other. Submission of the dispute to arbitration shall not delay the performance of the work.

COMMENCEMENT AND COMPLETION OF THE WORK

- A. Contract shall commence and complete the work in accordance with paragraph B, "Statement of Work" herein. Contractor shall diligently and in timely manner continue to perform the work to maintain such job schedule and perform the work at greater or lesser speeds and at such times as in Contractor's reasonable judgment are required for the best progress of the work to be performed hereunder. Contractor shall use its best efforts to minimize the interference caused by performance of the work with the use and enjoyment by the Association Members of the Individual living units, as well as all recreational facilities located throughout the development.
- B. Contractor shall be liable to Owner for any damage or expense, incurred by Owner as a result of any delay of Contractor in performing its work, which shall

be reimbursed by Contractor to Owner immediately upon written demand therefore by Owner and Contractor shall indemnify and hold Owner harmless from and against any damages or expenses, asserted by the Owner against Contractor as a result of such delay.

SAFETY AND CLEAN-UP

- A. Contractor shall safeguard and protect all persons and property on or about the site from injury including furnishing such barricades or other safety devices as may be required by Contractor to any governmental agency or by any of his subcontractors. Contractor will replace or repair any loss or damage caused by it to the Owner's property or to the person or property of any individual Unit Owner.
- B. Contractor shall at all times keep the work and site free from waste materials and rubbish and upon completion of the work shall leave the site in a clean and workmanlike condition.

WARRANTIES, GUARANTEES AND INSPECTIONS

- A. Contractor warrants that all the work performed and materials furnished will be as represented will conform with industry specifications. The Contractor further warrants that the work to be performed hereunder shall be of new materials and good workmanship and will be free from defect, and will comply with the requirements of this RFP.
- B. Contractor represents that all work to be performed hereunder shall comply with all applicable building codes and any and all other applicable ordinance, laws, rules and regulations of any governmental body having jurisdiction over the property and the work being performed.

LAWS, REGULATION AND TAXES

- A. Contractor shall pay, at its own expense, obtain and maintain in force the necessary permits and shall pay all permit and inspection fees necessary in order to perform the work required under this RFP.
- B. Contractor shall pay all payroll taxes, social security taxes, unemployment compensation taxes, withholding taxes and all other taxes and contributions, now or hereafter in effect, imposed by reason of or measured by the employment of any person, or by the payment of any wage, salary or other remuneration by Contractor in the performance hereof. Contractor shall keep all records and make all reports and returns and shall comply with all laws, rules and regulations in connection with such employment and such taxes and contributions. Contractor shall indemnify and hold harmless the Owner, its successors and assigns, from all

claims, liabilities, costs and expenses whatsoever on account of such taxes, contributions, reports and returns.

CONTRACTOR'S OBLIGATIONS

- A. Contractor shall pay for all labor, materials, facilities, machinery equipment and services necessary for the performance of the work promptly when due. Owner may, but shall not be obligated to pay or settle such indebtedness on behalf of Contractor, and deduct all sums paid thereof from the balance due from Owner to Contractor. Contractor shall not permit any lien or charge to attach to the work of the job or the premises, but if any lien does so attach, Contractor shall immediately procure its releases and if Contractor does not procure its releases, Owner may procure the releases and deduct the cost thereof from the balance due from Owner to Contractor. Contractor shall diligently and carefully perform all work necessary to execute and complete its work in accordance with the Agreement documents and the instructions of Owner. Contractor shall notify Owner immediately of any labor dispute or difficulty in obtaining supplied or materials necessary to perform the work contemplated hereunder. Owner may thereafter obtain the requisite supplied and deduct all sums paid therefore from the balance due the Contractor. All work shall be executed and furnished by Contractor.
- B. All claims by Contractor for loss or damage against Owner, however, arising, shall be made to Owner within ten (10) days from the day of Contractor first sustaining any such loss or damage by providing Owner with the particulars of said loss. If Contractor fails to make such claim within such time by a written statement setting forth the amount and details of the loss or damage or fails to make such claim within the time prescribed, its rights to damages and reimbursement shall be deemed waived and forfeited.
- C. Contractor hereby indemnifies and holds harmless Owner from and against any and all expenses (including actual attorney's fees), claims, suits, injuries, damages, losses, judgments and consequential losses and damages, sustained either by reason of or arising out of or in any way connected with Contractor's performance of its work or its failure to comply with the terms and conditions of this RFP. Contractor shall defend, at its sole settlement or compromise thereof, provided that Owner may participate in the defense of any obligation hereunder. The indemnity, hold harmless and defense provided hereunder shall be fully operative in every instance, exclusive negligence of Owner, whether by act or omission. Such indemnity, hold harmless and defense provided in full be Contractor in the event the expense, injury, damage or loss is occasioned or caused by or attributable to both Owner and Contractor, regardless of the percentage or proportion so occasioned or caused by or attributable to each.

- D. If requested the contractor agrees to attend at least one (1), if not more, meetings per year of the Board of Directors of the Condominium Association, in order to discuss, plan and coordinate the work to be performed pursuant to this Agreement.

INSURANCE

The Contractor will maintain insurance coverage required under the Worker's Compensation Laws of New Jersey. The Contractor will also provide general public liability insurance protecting the Owner and the Management Company (naming the Mountain Club Condominium Association, Inc. and Independent Management of Properties And Communities, Inc. (IMPAC) as an additional insured) from liability for injuries to persons or property which occur on or about the property. The insurance will provide limits of no less than \$1,000,000.00 for injuries to any one person, and \$1,000,000.00 for injuries in any one accident or occurrence, and \$1,000,000.00 for loss or damage to property. Contractor shall provide Owner with one (1) copy of the Declaration page of said insurance policy within five (5) days after execution of this Agreement by both parties. The Contractor will protect the Owner from all claims and liabilities related to the work required by this Agreement. Contractor shall notify the Owner or the Owner's agent of any insurance policy change within 48 hours thereof.

TERMINATION

- A. Without prejudice to or waiver of any other rights or remedies Owner may have, Owner may terminate this Agreement forthwith by notice in writing to Contractor in the event:
- (i) Contractor shall default in any material performance of any provision if this Agreement and has failed to cure said default within three (3) days of written notice of same; or
 - (ii) Contractor shall be adjudicated insolvent or bankrupt pursuant to the provisions of any insolvency or bankruptcy act, or a receiver or trustee of the property of Contractor shall be appointed by reasons of Contractor's insolvency or inability to pay its debt, or an assignment shall be made of Contractor's property used in connection with the work shall be taken in execution or by other process of law; or
 - (iii) Contractor fails to commence work in accordance with Owner's schedule or prosecute the work with due diligence or there is a stoppage of the work, whether by reason of labor dispute or otherwise; or
 - (iv) Damage, injury, loss, destruction or casualty is suffered by any building located in the development.

- B. This RFP can only be changed by an agreement in writing signed by both the Owner and the Contractor. No variations, alterations, deviation, deletion or extra work can be made unless both the Owner and the Contractor specifically agree in writing.

CARE OF PROPERTY

The Contractor will protect the work, materials, property and adjacent property from damage or loss caused by Contractor's work. The Contractor will also take proper precautions for the safety of the public and the Members of the Association, their guests and invitees. The property will be kept free of waste, rubbish and surplus materials. The Contractor will also pay for, repair or replace any damage or loss caused by the Contractor's failure to perform the work.

CONTRACTOR'S CONTINUING LIABILITY

The Contractor will be liable for defective, faulty or improper materials or workmanship. Upon written demand, the contractor will immediately remedy all defects, faults or omissions and complete all unfinished work.

MISCELLANEOUS

- A. Contractor shall not subcontract or delegate all or any portion of its work nor shall it assign any amounts due or to become due or any other claim or right arising in connection with this RFP without prior written consent of Owner. In the event consent be granted to Contractor to delegate or further subcontract any part of its obligations hereunder, Contractor shall require that such Delegate or Contractor bind itself to the terms of this RFP and the specifications insofar as they pertain to its work and Contractor shall remain fully responsible for all work performed by its Delegate or Contractor.
- B. Time is expressly declared to be of the essence in this RFP.
- C. Contractor shall be liable to Owner for any damages, losses or expenses that may occur from delays in performing work or furnishing materials for causes attributable to Contractor or other subcontractors.
- D. This RFP shall be construed in accordance with the laws of the State of New Jersey.

Exhibit A - Snow Removal Specifications

Mountain Club Condo – Morris Plains, NJ

1. Snow removal bids are for the period whenever the first snowfall occurs until the last snowfall, but generally from November 1, 2016 to April 30, 2017.
2. Snow removal shall commence from the streets of the Association when it has reached a depth of one (1) inch unless weather forecast indicate an immediate warming trend or rain, which would remove the snow. The plowing of accumulations of 1” or less will be with the authorization of the Association or its authorized representative.
3. The contractor shall supply and install 3 foot, brightly painted stakes which shall act as markers for mailbox islands, fire hydrants, curbs, walkways, etc. These stakes should be installed by December 1, 2016 and removed no later than April 15, 2017.
4. In parking areas or areas where the snow cannot be plowed onto a center island or other common area, snow must be removed with a backhoe or front-end loader and placed in a designated area approved by the Board.
5. Removal of snow from the sidewalks and entranceways will commence when the snowfall has stopped. Snow will be removed from the entrance door of each unit to the street or to a common sidewalk by snow blowers or by shoveling no later than 5:00 AM (for a snowfall from the previous night).
6. An access path from the sidewalk to the parking must be provided when clearing sidewalks. If snow is pushed up against sidewalk paths, the contractor will be required to cut through snow banks for sidewalk/parking area access.
7. The main streets as well as the parking lot streets will be cleared simultaneously. The contractor will ask homeowners to remove their vehicles long enough for the plow to do their job.
 - (A) The contractor will not be responsible for snow not plowed around the parked cars in roadways or parking areas which have not been removed for snow removal within eight (8) hours of the conclusion of the snowfall period. The contractor shall sound a horn for those residents still on the property to advise them that it is necessary to remove their vehicle(s).

8. The contractor shall maintain enough vehicles to keep all roadways passable during all storms, final dress-up plowing at the end of the storm, and returning once as long as it takes after the completion of the storm during “working hours” to push back accumulations around parked cars which have been removed.
9. The contractor shall push back all snow to allow for additional space which will be required in the event of additional snow storms which may be anticipated.
10. Immediately after the removal of snow from the streets, entranceways, stairways and sidewalks, the contractor must apply a deicing material which is not harmful to the concrete surfaces (consisting of either sand, ash, calcium chloride, urea or a mixture of any of the aforementioned) as instructed by the Board of Directors or management.
11. The contractor will remove all sand, etc. from the streets and sidewalks no later than April 15, 2017.
13. The contractor will, after completion of clearing, thoroughly inspect the property to verify proper clearing in all locations and receive final approval of contact person before leaving. Any damage to the property including fencing as a result of snow removal will be the responsibility of the contractor to repair or pay for the repair.
14. A snow log must be submitted within twenty-four (24) hours of snowfall and is to include the following:
 - Time called
 - Time management was contacted
 - Time arrived on site
 - List of labor and equipment used
 - Number of inches of snowfall
 - What work was completed
15. If less than three (3) snow removals are required, twenty-five (25) percent reduction shall be made to the contract price.
16. If less than four (4) snow removals are required, all salt and sand applications shall be at no charge.
17. The Association and management will inspect all work and furnish the contractor with a punch list of any uncompleted or unsatisfactory items within forty-eight (48) hours after completion of the work performed for each snowstorm by the contractor. The punch list will be in writing and set forth all claims which the Association may have against the contractor for failing to comply with the specifications of the scope of work.

Thereafter, the contractor will be given twenty-four (24) hours to cure or complete any items listed in the punch list pertaining to snow removal. In any event, if the Association fails to give written notice to the contractor of any claim based upon defective, incomplete, or improper work or materials within the above prescribed time periods, all

such claims against the Contractor will be deemed waived, and the Contractor will be entitled to full payment; provided, however, payment will not relieve the Contractor from any claim by the Association for defective work or damages to roads, curbs, sidewalks, fire hydrants, sprinkler heads, buildings, mailboxes, garbage dumpsters enclosures, trees and shrubs, etc. which may occur during the performance of services but remain undetected.

18. The Contractor will contact the liaison as designated by the Board, during ice storms in order to determine what steps are to be taken to eliminate hazardous conditions.
19. Any damage to curbs to street signs is the responsibility of the contractor and is to be repaired as the conditions permit.
20. At least 8 hours before the anticipated start of snow or ice storm, contractor will contact the property manager and the parties will make a decision as to whether the property will be pre-treated. If so, the roadways, parking areas, sidewalks, porches and stairs, shall all be pre-treated at the total price of \$3600.00.
21. Contractor will assure that adequate personnel are on hand to complete the work in a reasonable amount of time. Additional personnel will be used to assure prompt cleanup of the property before weekday mornings and afternoon, when many residents are going to and from work. Teams will be split between the upper and lower portions of the property.
22. Resident complaints made after the management office is closed will be forwarded directly by the answering service to the contractor for response.
23. All access to crawlspaces must be clear and free of snow. Boiler room vents must be clear and free of snow.
24. Bid configurations for snow removal are listed below. Please indicate the amount and types of equipment available to the Association during a snowstorm and their respective cost per hour. Also, include the amount of manpower available to the Association and their cost per hour. **All costs should include sales tax.**

CONTRACT PRICING TERMS:

Your proposal will only be accepted if your prices are outlined as stipulated below. You do not have to bid on all configurations. However, if you chose not to bid on one or more, kindly indicate with a “No Bid” response.

CONFIGURATIONS

(A) SEASON RATE PRICE:

Payments will be made in Five (5) equal installments over the 2016-2017 snow season as defined in paragraph one (1).

Season price will not increase or decrease during the contract term

Seasonal Rate \$ _____

(B) PER INCH PRICING:

Association will only be billed on a per snowstorm basis as detailed below.

Removal of snow from 1” to 3” \$ _____/inch

Removal of snow from 4” to 6” \$ _____/inch

Removal of snow from 7” to 9” \$ _____/inch

Removal of snow greater than 10” \$ _____/inch

(C) HOURLY RATE STRUCTURE:

<u>Description</u>	<u>Quantity Needed</u>	<u>Hourly Rate/Each</u>
Plow Trucks	_____	\$ _____
Blowers	_____	\$ _____
Shovelers	_____	\$ _____

(D) ICE STORM PRICING PER EVENT:

Roadways \$ _____

Parking Areas \$ _____

Sidewalks \$ _____

Roadways, Parking Areas & Sidewalk \$ _____

21. The Contractor will also submit a price for:
- (A) Deicing roads and sidewalks only – NO plowing \$ _____
- (B) Deicing of sidewalks only – NO plowing \$ _____
22. The Contractor will meet with the Board designated liaison to develop a snow removal plan to establish order of snow removal at each building and priorities throughout the site.

23. **INSURANCE & INDEMNITIES**

(A) The Contractor shall secure and maintain for the duration of the contract, such insurance as will protect it from claims under Workmen’s Compensation Statute of New Jersey and from such claims for bodily injury, death or property damage as may arise in the performance of his services under the terms of these specifications, such coverage to be equal to or greater than the minimum limits herein set forth. Proof of such insurance must be provided to the Association prior to the signing of any contract. The Contractor hereby agrees to assume the entire responsibility and liability for any and all injuries or deaths of any and all persons and for any and all damage to property caused or resulting from or arising out of any act, neglect, omission, or agreement on the part of the part of the contractor, its agents, employees, subcontractors, or servants in connection with the prosecution or the work hereunder whether covered by the insurance specified herein or not. The Contractor shall indemnify and hold harmless the Association, its Directors, officers, agents, and employees against and from all suits, demands, claims, damages or cost of suits including attorney’s fees to which the said Association or its aforesaid Directors, officers, agents, and employees may be put to by reason if injury or damage to the person or property of others resulting from defective materials furnished by the Contractor, his agents, employees, servants or subcontractors in the performance if any of the work or defective machinery, implements or appliances furnished or used by the said contractor or through any act or omission on the part of the contractor, his agents, employees, servants or subcontractors and particularly from any claims of the employees of the contractor under Workmen’s Compensation Laws arising out of the performance of this work, and as a result of which, the Association or any of its Directors, officers, agents, or employees may be sued directly or as a third party defendant or otherwise be involved in any way. The Contractor shall assume and defend, at its own expense, any suit, action, or legal proceedings arising here from.

(B) **Minimum Limits of Insurance Coverage:**

1. Workmen’s Compensation
 - Coverage A – Statutory
 - Coverage B - \$1,000,000

2. Comprehensive General Liability

Bodily Injury:
\$1,000,000 each occurrence

Property Damage:
\$1,000,000 each occurrence

3. Automotive Liability

Bodily Injury:
\$1,000,000 each occurrence

Property Damage:
\$1,000,000 each occurrence

Prior to signing of any contract, the Contractor shall deliver to the Association an original Certificate of Insurance evidencing the specified coverage's. The insurance certificates shall additionally waive the carriers' right to subrogation as to the Association and Management Company and shall provide that the insurance coverage will not be canceled without thirty (30) days prior written notice to the Association. It shall be the Contractors responsibility to renew the insurance coverage as it expires. Failure to maintain coverage in accordance herewith shall constitute a breach of contract and shall entitle the Association to suspend or terminate the Contractor without further notice. The Association and Management Company shall be named as an additional insured in all policies.

24. **TERMS & CONDITIONS**

- (A) The Contractor will maintain daily contact with the Association's Property Manager as it permits to resident complaints, work orders, or special requests.
- (B) Payment for services rendered will be made on or before the first of the month following the month in which the services were performed and upon presentation by the Contractor of a proper invoice. Any disputes over the quality of the services performed will be resolved between the Contractor and the Board of Directors before payment is paid.
- (C) The Contractor recognizes and acknowledges that the obligation impose upon it by these specifications and any Agreement into which the parties may enter is to remove snow and ice from all paved surfaces in the Condominium including sidewalks and walkways and stairways so as to permit, to the extent possible, a means of safe movement within the development. To that end, the Contractor agrees to furnish a sufficiency of workmen, equipment and materials to perform the work and services called for by the specifications. In the event the Contractor fails to furnish such workmen, equipment and materials, or if the scope of work set forth herein is performed in a manner unsatisfactory to the Association or in an untimely fashion, or, in the event of any other breach if the Agreement into which the parties may enter, the Contractor reserves the right to correct such deficiencies

or any breach immediately upon notification, or fails to cure punch list items within twenty-four (24) hours of receipt, the Association shall have the right of immediate termination. Notices as used in this paragraph may be verbal, by telephone, or in writing. In the event of termination under the terms of this paragraph, the Association will have no further obligations for payment to the Contractor and shall be entitled to a refund of for any sums prepaid for services not actually refunded. The right to termination reserved to the Association pursuant to the terms of this paragraph shall be in addition to any other rights which the Association may have as a result of the breach by the Contractor of the Agreement to be entered into between the parties, including the right to assert damages for such breach.

- (D) In the event the vendor fails to perform snow removal in accordance with the specifications and agreement to be entered into between the parties, payments to be made to the vendor, at the Association's option, shall be paid to the Association as liquidated damages, or the Association may commence a legal or equitable action to which the Association is entitled, applying to such action the monies to be paid by the Association to the vendor. The Association and vendor acknowledge that damages to the Association would be difficult to ascertain, in that such monies to be paid to the vendor represent a reasonable estimate of such damages to the Association and not a penalty.
- (E) In the event that snow has not been removed within a twelve (12) hour period for snowfalls less than ten inches (10"), one-sixth (1/6) of the contract price will be deducted from the Contractor's compensation.
- (F) In the event that snow has not been removed within a twenty-four (24) hour period for snowfall greater than ten inches (10"), one-sixth (1/6) of the contract price will be deducted from the Contractor's compensation.
- (G) Throughout these specifications, all accumulations of snow shall be based on accumulations as recorded at Newark International Airport.

25. **INSPECTION OF ASSOCIATION GROUNDS**

Interested Contractors are requested to contact the Association's on-site Manager to arrange for an appointment with the Board designated liaison to inspect the areas covered by these specifications. Contractors should take special note of the high stairways and slope of the roadway throughout the community and deem this as representative of the work to be performed throughout the site.

26. **CANCELLATION**

The Association reserves the right to cancel this agreement upon thirty (30) days of notice if performance by the Contractor is not satisfactory.

27. **EMERGENCY RESPONSE SYSTEM**

Your firm will provide emergency response for problems relating to your company's services.

This preferred response methods are:

1. Answering Service
2. Beeper
3. Cell Phone and Home Phone list of all principals and supervisors

If you only use an answering machine, do you monitor it on an hourly basis 7 days per week, 24 hours per day?

28. **EXCEPTIONS**

If applicable, please note any exceptions you may have to these specifications as an additional attachment to your bid response.

