



Abaris Realty, Inc.

7811 Montrose Road, Suite 110, Potomac, MD 20854

301-468-8919 • Fax: 301-468-0983

Web Site: www.abarisrealty.com



December 14, 2020

Kevin O'Leary
O'Leary Asphalt, Inc.
koleary@olearyasphalt.com

Re: Tanyard Springs HOA
Snow & Ice Management 2020-2021

Dear Kevin:

The Board of Directors at the above referenced community voted to accept your proposal for this winter season's snow removal services, Option A as outlined in your attached proposal. The Board agreed to the 2" threshold for the snow removal services to commence. **However, please note the Board denied the proposed "No Parking During Snow" signs. DO NOT proceed with installation of these signs.**

Attached is the signed copy of the proposal for your records. **Please note the attached map showing which areas are to be included in this contract shall be an addendum to the contract.** We look forward to working with you this winter season!

Sincerely,

A handwritten signature in black ink that reads 'Shireen Ambush'.

Shireen Ambush, PCAM
Property Manager

CC: Board of Directors



ASPHALT • CONCRETE • MILLING • SEALCOATING • STRIPING • SNOW REMOVAL

September 21, 2020

Ms. Shireen Ambush
Tanyard Springs HOA
c.o Abaris Realty, Inc.
7811 Montrose Road
Potomac, MD 20854

Phone: 301-468-8919 Cell: 301-468-0983 Fax: 301-468-0983 Email: sambush@abarisrealty.com
tanyardsprings@abarisrealty.com

**RE: TANYARD SPRINGS HOA
9620 HERITAGE CROSSING
GLEN BURNIE, MD 21060
SNOW & ICE MANAGEMENT**

Dear Shireen,

Thank you for reaching out to us about our snow and ice management services.

I know snow is a personal thing and people have different levels of expectation when it comes to clearing and cleaning a property. I also get that it can be unsettling to change snow companies. We've been in business for over 35 years and we currently service 65 commercial and community properties for snow clearing. We're fully equipped to handle any weather situation. Our weather monitoring capabilities coupled with our state-of-the-art snow removal equipment and qualified staff enables us to properly service all of our clients' needs. I'd love the opportunity to talk with you and the board about our services and how we'll meet their expectations.

I've given you four options in the proposal – the first option is for straight time & material rates, the second option is for per chemical application for deicing with time & material rates for snow clearing, the third option is for per storm (aka "per inch") clearing and per chemical application. It makes it much simpler for everyone when it comes time to bill. The fourth option is a per season contract. We're excited to offer liquid brine services which we provide with all contracts that include per chemical application rates.

We strive to provide quality service to each of our clients, to keep their properties as clear and safe as possible. We take pride in doing a good job. One benefit of partnering with a company of our magnitude is that we have resources available as reinforcements when needed. Our jobs cover multiple regions, so if one area gets a lot of snow and another has less, we can pull in crews as needed from areas less effected by the storm.

When we enter into snow clearing contracts, we provide a number of services for our clients:

- We work with the clients to come up with a snow plan for their site and prepare detailed snow clearing maps which show where to plow, where to pile snow, shovel areas, fire hydrants, areas to avoid, priority areas, etc.
- We also visit the site with the crew leader(s) multiple times so they are familiar with the project long before the first storm.
- We have a couple of meteorology services that we subscribe to and we follow several additional weather sites so we know what to expect and we can be proactive rather than reactive.
- We keep our clients involved prior to and throughout the entire event by sending weather updates prior to a storm, advising them of our suggested preliminary plans based on the weather predictions and discuss the action plan for each specific event so everyone is on the same page.
- At the conclusion of an event, we receive Certified Snowfall Totals that we can pass on to our clients if they'd like.

Ms. Shireen Ambush
Abaris Realty, Inc.
September 21, 2020
Page 2
KPO20011ASJ.doc/ecr

During major snow events, such as the blizzards of 2010 and 2016:

- We make hotel reservations near the sites for our men who are willing to leave their families for some period of time.
- Trailers are set up with transportable fuel tanks to refill equipment and trucks.
- On jobs that allow us to store sea containers, in them we keep blowers, extra fuel, ice melt, salt, shovels etc. completely stocked for multiple events.
- We have 4 mechanics with trucks spread out in different locations to help with breakdowns.
- We secure any extra rental equipment (loaders, etc.) for digging out snow when needed.

Please let me know if there is a convenient time for a conversation with you and the Board. In the meantime, we encourage you to visit our website and view our video at www.olearyasphalt.com . You can reach me directly on my cell phone at 301-252-0729 or email koleary@olearyasphalt.com .

I look forward to hearing from you.

Sincerely,



Kevin P. O'Leary
Chief Operating Officer
KPO20011ASJ.doc/ecr

cc: Mark Moorman

PROPOSAL & CONTRACT

O'Leary Asphalt, Inc. ("OAI") is pleased to submit the following proposal and specifications for snow clearing services for **Abaris Realty, Inc.** (hereinafter "Customer") at the following location: **Tanyard Springs HOA (9620 Heritage Crossing, Glen Burnie, MD).**

ARTICLE I – SERVICES

OAI proposes to furnish materials, labor and equipment for snow and ice management services at the prices listed in Article III below. All manpower and equipment charges are based upon a portal to portal rate, which includes travel time from dispatch to Customer's property. Equipment move charge may apply. All manpower, trucks and equipment will be allocated by OAI based on the size of the property. In some instances, OAI will require an area to keep bulk salt and/or a sea container on site. Unless otherwise requested by Customer, snow clearing services shall commence as soon as a snow fall accumulates approximately two inches (2") on the surface of Customer's property. Pedestrian pathway (sidewalks, walkways, stairs, etc.) clearing will begin after the snow has accumulated to a depth of two inches (2"). In the event of sleet and/or freezing rain, chemical treatments will be applied as warranted. For non-commercial sites and non-working hours the pedestrian pathways may be cleared after the storm has ended, or as determined by the Customer. To alleviate potential safety concerns or risk, the Customer agrees to allow OAI to exercise our judgment, based upon weather forecasts and conditions existing at the time, to determine whether or not to commence snow plowing, shoveling, and/or salt and chemical operations. Follow-up services will continue as conditions dictate or at the request of the Customer. For any request for service, Customer must provide a minimum of two (2) hours advance notification to OAI before snow clearing crews will arrive at the specified location. Extreme weather conditions shall influence our dispatch decisions and OAI shall not be responsible for delayed snow clearing at your specified location. ***If, in OAI's opinion a pre-treatment, post-treatment, or any other services are required to keep the property safe, and Customer directs OAI not to service sidewalks or roadways, OAI will not be held responsible for any slip and fall injuries, accidents, or damage to personal or real property as a result of the conditions of sidewalks or roadways.**

ARTICLE II - AREAS OF SERVICES

The following areas are scheduled for snow clearing services: **DRIVE LANES AND SIDEWALKS (INCLUDES COUNTY/CITY SIDEWALKS). SEE MAP OF INCLUDED AREAS.**

Additional areas requested for snow clearing and/or salt treatments shall be billed at time & material rates. All verbal requests made by Customer during the snow clearing will be considered valid and Customer agrees to pay OAI for any and all additional costs accordingly.

ARTICLE III – PRICING

OPTION A – TIME & MATERIAL SNOW CLEARING
One Year Term: November 1, 2020 – April 30, 2021

RESOURCE	HOURLY RATE	RESOURCE	HOURLY RATE
Salt Truck	\$120.00	Snow Blower Walk Behind Sweeper w/Laborer	\$ 60.00
Plow	\$100.00	Ride-On Sidewalk Machine	\$150.00
Dump Truck	\$130.00	Supervisor	\$ 55.00
Skid Steer w/std. bucket	\$120.00	Laborer w/Std. Shovel or Push Spreader	\$ 45.00
Attachments (Quattro, Snow box, etc.)	\$ 35.00	Man Plow/Blue Angle Blade w/Laborer	\$ 65.00
60" Wide Snow Blower Attachment	\$160.00	Support Truck for Materials & Labor	\$ 65.00
Move Charge for Skid Steer or Loader	\$250.00	Bulk Salt	\$ 0.10
Front End Loader	\$270.00	Bag Salt (50 lb. bag)	\$ 35.00
Snow Box for Front End Load	\$ 65.00	Sidewalk Mixed Material (50 lb. bag)	\$ 35.00
ATV w/Operator	\$110.00	Sidewalk Pure Mag Ice Melt (50 lb. Bag)	\$ 35.00

*** Additional equipment is available upon request on a first-come, first-served basis ***

*Installation of snow stakes, if requested or needed, will be an additional cost of \$4.00 per stake.

ACCEPTANCE OF OPTION A 
 Initials

OPTION B – PER SALT/CHEMICAL APPLICATION & HOURLY SNOW CLEARING
One Year Term: November 1, 2020 – April 30, 2021

CHEMICAL APPLICATION RATES
(Labor, Equipment and Material Per Single Application of Materials)

DRIVE LANES	PRICE	SIDEWALKS	PRICE	COUNTY SIDEWALKS
Rock Salt	\$3,040.00	Mixed Material	\$3,685.00	Included
Brine	\$2,415.00			

CHEMICAL SPOT TREATMENT

*These rates may be used for spot treatment services needed days following a storm such as thawing and refreezing situations.

RESOURCE	HOURLY RATE	RESOURCE	HOURLY RATE
Salt Truck	\$120.00	Bulk Rock Salt	\$ 0.10
Supervisor	\$ 55.00	Bag Rock Salt	\$ 35.00
Laborer w/Push Spreader	\$ 45.00	Sidewalk 3% Mag Blended Mix (50 lb. Bag)	\$ 35.00
Support Truck for Materials & Labor	\$ 65.00	Sidewalk Pure Mag Ice Melt (50 lb. Bag)	\$ 35.00

SNOW CLEARING SERVICES

An equipment move charge will apply for each event.

RESOURCE	HOURLY RATE	RESOURCE	HOURLY RATE
Plow	\$100.00	Snow Blower/Walk Behind Sweeper w/Labor	\$ 85.00
Dump Truck	\$130.00	Ride-On Sidewalk Machine	\$150.00
Skid Steer w/Std. Bucket	\$120.00	Supervisor	\$ 55.00
Misc. Attachments	\$ 35.00	Laborer w/Standard Shovel	\$ 45.00
60" Wide Snow Blower Attachment	\$160.00	Man Plow/Blue Angle Blade w/Laborer	\$ 65.00
Move Charge for Skid Steer or Loader	\$250.00	Support Truck for Materials & Labor	\$ 65.00
Front End Loader	\$270.00		
Snow Box for Loader	\$ 65.00		
ATV w/Operator	\$110.00		

* **Additional equipment is available upon request on a first-come, first-served basis ***

*Installation of snow stakes, if requested or needed, will be an additional cost of \$4.00 per stake.

ACCEPTANCE OF OPTION B _____
 Initials

OPTION C – PER STORM SNOW CLEARING & PER CHEMICAL APPLICATION
One Year Term: November 1, 2020 – April 30, 2021

PER STORM CLEARING RATES

**Does not include moving, loading, re-locating or hauling snow.*

DEPTH	DRIVE LANES	SIDEWALKS	COUNTY SIDEWALKS
0.1 - 1.99"	\$1,670.00	\$ 5,880.00	Included
2.0" - 3.99"	\$4,480.00	\$ 9,790.00	Included
4.0" – 5.99"	\$6,450.00	\$12,100.00	Included
Each Additional 0.1 - 2"	\$2,210.00	\$ 2,310.00	Included

CHEMICAL APPLICATION RATES

(Labor, Equipment and Material Per Single Application of Materials)

DRIVE LANES	PRICE	SIDEWALKS	PRICE	COUNTY SIDEWALKS
Rock Salt	\$3,040.00	Mixed Material	\$3,685.00	Included
Brine	\$2,415.00			

CHEMICAL SPOT TREATMENT

***These rates may be used for spot treatment services needed days following a storm such as thawing and refreezing situations.**

RESOURCE	HOURLY RATE	RESOURCE	HOURLY RATE
Salt Truck	\$120.00	Bulk Rock Salt	\$ 0.10
Supervisor	\$ 55.00	Bag Rock Salt	\$ 35.00
Laborer w/Push Spreader	\$ 45.00	Sidewalk 3% Mag Blended Mix (50 lb. Bag)	\$ 35.00
Support Truck for Materials & Labor	\$ 65.00	Sidewalk Pure Mag Ice Melt (50 lb. Bag)	\$ 35.00

HAULING, RELOCATION AND/OR STACKING OF SNOW – IF REQUESTED BY CLIENT

In the event of a large/heavy snowfall, additional services/equipment may be requested by client to move, load, re-locate, or haul the snow, which is not included in the Per Storm rates. OAI is not responsible for homeowners dumping snow on surfaces already cleared and cleaned by OAI. These services are all performed at the request of client on a first come, first served basis at time and material rates below.

RESOURCE	HOURLY RATE	RESOURCE	HOURLY RATE
Dump Truck	\$ 130.00	Supervisor	\$ 55.00
Skid Steer w/Std. Bucket	\$ 120.00	Laborer w/Standard Shovel	\$ 45.00
Misc. Attachments	\$ 35.00	Man Plow/Blue Angle Blade w/Laborer	\$ 65.00
60" Wide Snow Blower Attachment	\$ 160.00	Snow Blower/Walk Behind Sweeper w/Laborer	\$ 60.00
Ride-On Sidewalk Machine	\$ 150.00	Support Truck for Materials & Labor	\$ 65.00
Move Charge - Skid Steer or Loader	\$ 250.00		
Front End Loader	\$ 270.00		
Snow Box for Loader	\$ 65.00		

Installation of snow stakes, if requested or needed, will be an additional cost of \$4.00 per stake.

ACCEPTANCE OF OPTION C _____

OPTION D - PER SEASON CLEARING RATES 3 Year Term: November 1, 2020 – April 30, 2023
--

Season cost to include all snow plowing, shoveling, pre-treatment/post-treatment of drive lanes and sidewalks. Refreeze applications are included. Liquid brine will be used when conditions dictate. The goal for the clearing frequency is to clear the areas every 2-3 inches, weather conditions permitting.

Per Season Cost	Four Installments Per Season
\$139,985.00	November 1st \$34,997.00 December 1st \$34,996.00 January 1st \$34,996.00 February 1st \$34,996.00

ACCEPTANCE OF OPTION D _____
 Initials

ARTICLE IV – TERMS AND CONDITIONS

1. All snow clearing operations shall be performed in the safest and most efficient manner possible. Care shall be taken to minimize any damage to properties in which snow clearing operations are provided. However, incidental damage (scrapes, nicks, dings) to turf, sidewalks, curbs, asphalt or concrete roadways caused by the snow clearing operations from the plows and/or other equipment are common and shall not be the responsibility of OAI. Damage caused by snow clearing operations/equipment to preexisting damaged asphalt/concrete or temporary patches, manhole risers/water valves set at improper heights or concrete wheel stops is not the responsibility of OAI. Damage to brick pavers from salt and/or snow clearing services are not the responsibility of OAI.
2. Snow and ice will be left on property unless Customer requests removal at standard rates.
3. In the event of snow accumulating over eight inches (8"), or extremely icy conditions, the 2" accumulation depth may not apply; operations will commence at the sole discretion of OAI. OAI cannot guarantee timely service in the event of such heavy accumulations. During these conditions the primary focus will be to open driving lanes for emergency vehicles only, open sidewalks, walkways, and stairs for emergency access only (single path). Follow-up services will provide plowing to clear the designated areas and/or clearing of pedestrian pathways to open the designated areas to full width. In the event of such extreme conditions, additional amounts of sand/salt mix and other ice melting chemicals will be applied to site as necessary.
4. OAI reserves the right to remove our employees and subcontractors from the site during extreme winter conditions for their safety. Customer agrees and understands that OAI reserves the right to stop working without penalty in such severe conditions so as not to force unsafe conditions upon our workforce.
5. Due to variable and uncontrollable conditions before, during and after snow, ice, sleet and other inclement weather conditions for which services are provided, and the inherent possibility of changes in street, parking and/or walkway configurations before, during or after the performance of these contracted services, Customer agrees to indemnify and hold OAI harmless from any and all claims, damages, losses, and expense, including but not limited to reasonable attorney's fees, or actions filed or asserted against OAI for damages to real or personal property or for personal injury sustained by third parties except to the extent caused by OAI's negligence or intentional wrongdoing.
6. OAI reserves the right to withdraw this proposal at any time without notice. This proposal must be signed and accepted by all parties within 30 days from date of the proposal or it will automatically expire. Further, OAI may withdraw this proposal if not signed by November 1, 2020. After November 1, 2020 all services will be offered on a first-come, first-served basis only.
7. OAI may terminate this contract with seven (7) days' written notice due to lack of payment by Customer or unresolvable safety issues. Does not apply to seasonal contracts.
8. The term of this contract for Option A "Time & Material", Option B Per Chemical Application and Hourly Snow Clearing, or Option C "Per Storm Clearing & Per Chemical Application" will be November 1, 2020 thru April 31, 2021.
The term of this contract for Option D "Per Season Clearing Rates" will be November 1, 2020 thru April 30, 2023.
9. If Customer is represented by a management company, the name and telephone number of such company's representative must be provided to OAI. If the management company changes during the term of this contract, Customer must promptly notify OAI of the new representative and telephone number.
10. OAI to provide certificate of liability and automobile insurance to Customer upon execution of this agreement.

ARTICLE V - BILLING & PAYMENT

An invoice will be sent for each day snow clearing services are performed at Customer's property. The invoice will include a detailed description of the work completed and the materials and equipment used during the snow clearing. Payments are due within thirty (30) days upon receipt of invoice. Customer must NOTIFY OUR OFFICE IN WRITING VIA E-MAIL TO RESOLVE ANY BILLING MATTER WITHIN FIVE (5) BUSINESS DAYS UPON RECEIPT OF INVOICE, OTHERWISE PAYMENT IS DUE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THE INVOICE. Amounts unpaid after thirty (30) days are subject to a two-percent (2%) per month interest charge, which Customer agrees to promptly pay.

ARTICLE VI – DISPUTE RESOLUTION

The parties shall attempt to resolve all disputes first by good faith negotiations. If such negotiations fail, any legal action shall be filed in the trial courts of Montgomery County, Maryland. The parties waive their right to trial by jury. Customer agrees to reimburse OAI for all collection costs, including reasonable attorney fees.

This agreement supersedes any and all prior agreements relating to the services set forth in this agreement, and may not be amended, modified or otherwise changed, except by written agreement duly executed by both parties. In the event this Agreement is included or attached as an exhibit to another Contract or Form, the terms, conditions and provision of this Agreement shall prevail and supersede the other Contract or Form.

The undersigned is fully authorized to enter into this contract on behalf of Customer. The above prices, specifications and conditions are satisfactory and are hereby accepted by Customer. OAI is hereby authorized to commence the work as specified herein.

Authorized Signature of Abaris Realty, Inc.:

Shireen Ambush

Company Representative: _____ Shireen Ambush

Telephone No.: _____ 301-468-8919

Date of Acceptance: 12/1/14 / 2020

OPTION SELECTED: A

PINK = AREA TO PAVE NOW IN MARK EVENTS
RED = 4 FT SIDEWALK
BLUE = SIDEWALK BEHIND PARKING
ORANGE = 8 FT SIDEWALK
PURPLE = COUNTY SIDEWALKS
GREEN = HANDICAP RAMP



- Clubhouse Area**
- ⊕ Clubhouse
 - ⊕ Outdoor Pool
 - ⊕ Wedding Pool
 - ⊕ Tot Lot
 - ⊕ Two (2) Tennis Courts
 - ⊕ Multi-Purpose Court
 - ⊕ Open Play Area
 - ⊕ One (1) Picnic Pavilion with picnic tables and grills
 - ⊕ Add: One (1) additional Picnic Pavilion with picnic tables and grills
 - ⊕ Add: Tennis shade structures at tot lot

CLUBHOUSE ENLARGEMENT

Community Garden/
Dog Park



- Community Recreation Area**
- Play Field
 - Tot Lot
 - Multi-Purpose Court
 - Picnic Area

Existing 8" Trail

Proposed 8" Trail
(approx. 0.4 mi)

MARLEY NECK BOULEVARD

VILLAGE CENTER
COMMUNITY RETAIL AREA

SECTION C

SECTION A

SECTION B

SECTION D

CLUB POOL

SCHOOL

SOLLEY ROAD

SOLLEY ROAD



Tanala Shade Structure

- Community Club Room**
- One (1) Tot Lot Structure
 - One (1) Children's Play Structure
 - Add: One (1) Picnic Pavilion with grills and picnic tables
 - Add: Two (2) Benches with tennis shade structures adjacent to tot lot

Existing Tot Lot
Future Roadway
Connection to Solley Road



APPROXIMATE AREAS INCLUDED

Land

TANYARD SPRINGS
 SITE PLAN | GLEN BURNIE, MARYLAND

LENNAR



Abaris Realty, Inc.

7811 Montrose Road, Suite 110, Potomac, MD 20854

301-468-8919 • Fax: 301-468-0983

Web Site: www.abarisrealty.com



November 16, 2020

Kevin O'Leary
O'Leary Asphalt, Inc.
koleary@olearyasphalt.com

Re: Tanyard Springs HOA
Interconnecting Sidewalk and Paths - Snow & Ice Management 2020-2023

Dear Kevin:

The Board of Directors at the above referenced community voted to accept your proposal for the interconnecting sidewalk and paths - 2020-2023 winter season snow removal, as outlined in your proposal. Attached is the signed copy of the proposal for your records. **Please note the attached map showing which paths are to be included in this service shall be an addendum to the contract.** Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shireen Ambush'.

Shireen Ambush, PCAM
Property Manager

CC: Board of Directors



ASPHALT • CONCRETE • MILLING • SEALCOATING • STRIPING • SNOW REMOVAL

November 2, 2020

Ms. Shireen Ambush
Abaris Realty, Inc.
7811 Montrose Road, Suite 110
Potomac, Maryland 20854

Phone: 301-468-8919

Cell: 301-537-8518

Fax: 301-468-0983

Email: sambush@abarisrealty.com

**RE: TANYARD SPRINGS HOA
6920 HERITAGE CROSSING
GLEN BURNIE, MARYLAND 21060
SNOW & ICE MANAGEMENT 2020-2023**

Dear Shireen,

Thank you for reaching out to us about our snow and ice management services. As per the request of the board members at Tanyard Springs, I have created another proposal for the Asphalt paths that run throughout the property to function separately from the proposal given for the entirety of the property.

I know snow is a personal thing and people have different levels of expectation when it comes to clearing and cleaning a property. I also get that it can be unsettling to change snow companies. We've been in business for over 35 years and we currently service 65 commercial and community properties for snow clearing. We're fully equipped to handle any weather situation. Our weather monitoring capabilities coupled with our state-of-the-art snow removal equipment and qualified staff enables us to properly service all of our clients' needs. I'd love the opportunity to talk with you about our services and how we'll meet their expectations.

I've given you one options in the proposal – for per storm (aka "per inch") clearing and per chemical application. It makes it much simpler for everyone when it comes time to bill. Everyone knows exactly what to expect based on how many inches of snow the storm produced and how many times chemical applications were required.

We strive to provide quality service to each of our clients, to keep their properties as clear and safe as possible. We take pride in doing a good job. One benefit of partnering with a company of our magnitude is that we have resources available as reinforcements when needed. Our jobs cover multiple regions, so if one area gets a lot of snow and another has less, we can pull in crews as needed from areas less effected by the storm.

When we enter into snow clearing contracts, we provide a number of services for our clients:

- We work with the clients to come up with a snow plan for their site and prepare detailed snow clearing maps which show where to plow, where to pile snow, shovel areas, fire hydrants, areas to avoid, priority areas, etc.
- We also visit the site with the crew leader(s) multiple times so they are familiar with the project long before the first storm.
- We have a couple of meteorology services that we subscribe to and we follow several additional weather sites so we know what to expect and we can be proactive rather than reactive.
- We keep our clients involved prior to and throughout the entire event by sending weather updates prior to a storm, advising them of our suggested preliminary plans based on the weather predictions and discuss the action plan for each specific event so everyone is on the same page.
- At the conclusion of an event, we receive Certified Snowfall Totals that we can pass on to our clients if they'd like.

Ms. Shireen Ambush
Abaris Realty, Inc.
November 2, 2020
Page 2
KPO2005J.doc/ecr

During major snow events, such as the blizzards of 2010 and 2016:

- We make hotel reservations near the sites for our men who are willing to leave their families for some period of time.
- Trailers are set up with transportable fuel tanks to refill equipment and trucks.
- On jobs that allow us to store sea containers, in them we keep blowers, extra fuel, ice melt, salt, shovels etc. completely stocked for multiple events.
- We have 4 mechanics with trucks spread out in different locations to help with breakdowns.
- We secure any extra rental equipment (loaders, etc.) for digging out snow when needed.

If you have questions about the proposal you can reach out to Kevin O'Leary, who is one of our snow & ice management experts, and he'll be happy to walk you through the proposal OR meet you on the project to discuss the areas where we can put the snow, and the expectations on timeliness for the service that your client expects. You can reach him on his cell (301-252-0729) or email koleary@olearyasphalt.com. In the meantime, we encourage you to visit our website and view our video at www.olearyasphalt.com.

I look forward to hearing from you.

Sincerely,



Kevin P. O'Leary
Chief Operating Officer
KPO20011SJa.doc/spo

PROPOSAL & CONTRACT

O'Leary Asphalt, Inc. ("OAI") is pleased to submit the following proposal and specifications for snow clearing services for **Abaris Realty, Inc.** (hereinafter "Customer") at the following location: **Tanyard Springs HOA (6920 Heritage Crossing, Glen Burnie, Maryland 21060).**

ARTICLE I – SERVICES

OAI proposes to furnish materials, labor and equipment for snow and ice management services at the prices listed in Article III below. All manpower and equipment charges are based upon a portal to portal rate, which includes travel time from dispatch to Customer's property. Equipment move charge may apply. All manpower, trucks and equipment will be allocated by OAI based on the size of the property. In some instances, OAI will require an area to keep bulk salt and/or a sea container on site. Unless otherwise requested by Customer, snow clearing services shall commence as soon as a snow fall accumulates approximately two inches (2") on the surface of Customer's property. Pedestrian pathway (sidewalks, walkways, stairs, etc.) clearing will begin after the snow has accumulated to a depth of two inches (2"). In the event of sleet and/or freezing rain, chemical treatments will be applied as warranted. For non-commercial sites and non-working hours the pedestrian pathways may be cleared after the storm has ended, or as determined by the Customer. To alleviate potential safety concerns or risk, the Customer agrees to allow OAI to exercise our judgment, based upon weather forecasts and conditions existing at the time, to determine whether or not to commence snow plowing, shoveling, and/or salt and chemical operations. Follow-up services will continue as conditions dictate or at the request of the Customer. For any request for service, Customer must provide a minimum of two (2) hours advance notification to OAI before snow clearing crews will arrive at the specified location. Extreme weather conditions shall influence our dispatch decisions and OAI shall not be responsible for delayed snow clearing at your specified location. ***If, in OAI's opinion a pre-treatment, post-treatment, or any other services are required to keep the property safe, and Customer directs OAI not to service sidewalks or roadways, OAI will not be held responsible for any slip and fall injuries, accidents, or damage to personal or real property as a result of the conditions of sidewalks or roadways.**

ARTICLE II - AREAS OF SERVICES

The following areas are scheduled for snow clearing services: **SIDEWALKS (DOES NOT INCLUDE COUNTY/CITY SIDEWALKS). SEE MAP OF INCLUDED AREAS.**

Additional areas requested for snow clearing and/or salt treatments shall be billed at time & material rates. All verbal requests made by Customer during the snow clearing will be considered valid and Customer agrees to pay OAI for any and all additional costs accordingly.

ARTICLE III – PRICING

PER STORM CLEARING & PER CHEMICAL APPLICATION

PER STORM CLEARING RATES

**Does not include moving, loading, re-locating or hauling snow.*

DEPTH	SIDEWALKS
0.1 - 1.99"	\$ 250.00
2" - 3.99"	\$ 490.00
Each Additional 0.1 - 2"	\$ 335.00

CHEMICAL APPLICATION RATES

(Labor, Equipment and Material Per Single Application of Materials)

SIDEWALKS	PRICE
Mixed Material	\$ 350.00

CHEMICAL SPOT TREATMENT

***These rates may be used for spot treatment services needed days following a storm such as thawing and refreezing situations.**

RESOURCE	RATE	RESOURCE	RATE
Salt Truck (Per Hour)	\$135.00	Bulk Rock Salt (Per Pound)	\$ 0.35
Laborer w/Push Spreader (Per Hour)	\$ 59.00	Bag Rock Salt (Per 50 lb. Bag)	\$ 25.00
Supervisor (Per Hour)	\$ 65.00	Sidewalk 3% Mag Blended Mix (Per 50 lb. Bag)	\$ 25.00
Support Truck for Materials & Labor (Per Hour)	\$ 55.00	Sidewalk Pure Mag Ice Melt (Per 50 lb. Bag)	\$ 35.00

HAULING, RELOCATION AND/OR STACKING OF SNOW – IF REQUESTED BY CLIENT

In the event of a large/heavy snowfall, additional services/equipment may be requested by client to move, load, re-locate, or haul the snow, which is not included in the Per Storm rates. OAI is not responsible for anyone dumping snow on surfaces already cleared and cleaned by OAI. These services are all performed at the request of client on a first come, first served basis at time and material rates.

RESOURCE	RATE	RESOURCE	RATE
Skid Steer w/Std. Bucket (Per Hour)	\$120.00	Miscellaneous Skid Steer Attachments (Quattro, Snow Box, etc.) (Per Hour)	\$ 60.00
Skid Steer or Front End Loader Moving Charge	\$250.00	Area Director or Supervisor (Per Hour)	\$ 65.00
Dump Truck To Haul Snow (Per Hour)	\$175.00	Support Truck for Materials & Labor (Per Hour)	\$ 55.00
Front End Loader (Per Hour)	\$285.00	Snow Box for Front End Loader (Per Hour)	\$ 85.00

AREAS INCLUDED



ARTICLE IV – TERMS AND CONDITIONS

1. All snow clearing operations shall be performed in the safest and most efficient manner possible. Care shall be taken to minimize any damage to properties in which snow clearing operations are provided. However, incidental damage (scrapes, nicks, dings) to turf, sidewalks, curbs, asphalt or concrete roadways caused by the snow clearing operations from the plows and/or other equipment are common and shall not be the responsibility of OAI. Damage caused by snow clearing operations/equipment to preexisting damaged asphalt/concrete or temporary patches, manhole risers/water valves set at improper heights or concrete wheel stops is not the responsibility of OAI. Damage to brick pavers from salt and/or snow clearing services are not the responsibility of OAI.
2. Snow and ice will be left on property unless Customer requests removal at standard rates.
3. In the event of snow accumulating over eight inches (8"), or extremely icy conditions, the 2" accumulation depth may not apply; operations will commence at the sole discretion of OAI. OAI cannot guarantee timely service in the event of such heavy accumulations. During these conditions the primary focus will be to open driving lanes for emergency vehicles only, open sidewalks, walkways, and stairs for emergency access only (single path). Follow-up services will provide plowing to clear the designated areas and/or clearing of pedestrian pathways to open the designated areas to full width. In the event of such extreme conditions, additional amounts of sand/salt mix and other ice melting chemicals will be applied to site as necessary.
4. OAI reserves the right to remove our employees and subcontractors from the site during extreme winter conditions for their safety. Customer agrees and understands that OAI reserves the right to stop working without penalty in such severe conditions so as not to force unsafe conditions upon our workforce.
5. Due to variable and uncontrollable conditions before, during and after snow, ice, sleet and other inclement weather conditions for which services are provided, and the inherent possibility of changes in street, parking and/or walkway configurations before, during or after the performance of these contracted services, Customer agrees to indemnify and hold OAI harmless from any and all claims, damages, losses, and expense, including but not limited to reasonable attorney's fees, or actions filed or asserted against OAI for damages to real or personal property or for personal injury sustained by third parties.
6. OAI reserves the right to withdraw this proposal at any time without notice. This proposal must be signed and accepted by all parties within 30 days from date of the proposal or it will automatically expire. Further, OAI may withdraw this proposal if not signed by November 30, 2020. After November 30, 2020, all services will be offered on a first-come, first-served basis only.
7. OAI may terminate this contract with seven (7) days' written notice due to lack of payment by Customer or unresolvable issues. Does not apply to seasonal contracts.
8. The term of this contract shall be November 1, 2020 through April 30, 2023.
9. If Customer is represented by a management company, the name and telephone number of such company's representative must be provided to OAI. If the management company changes during the term of this contract, Customer must promptly notify OAI of the new representative and telephone number.

ARTICLE V - BILLING & PAYMENT

An invoice will be sent for each day snow clearing services are performed at Customer's property. The invoice will include a detailed description of the work completed and the materials and equipment used during the snow clearing. Payments are due within thirty (30) days upon receipt of invoice. Customer must NOTIFY OUR OFFICE IN WRITING VIA FACSIMILE TO RESOLVE ANY BILLING MATTER WITHIN FIVE (5) DAYS UPON RECEIPT OF INVOICE, OTHERWISE PAYMENT IS DUE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THE INVOICE. Amounts unpaid after thirty (30) days are subject to a two-percent (2%) per month interest charge, which Customer agrees to promptly pay.

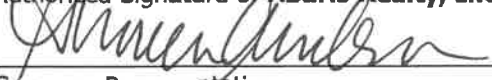
ARTICLE VI – DISPUTE RESOLUTION

The parties shall attempt to resolve all disputes first by good faith negotiations. If such negotiations fail, any legal action shall be filed in the trial courts of Montgomery County, Maryland. The parties waive their right to trial by jury. Customer agrees to reimburse OAI for all collection costs, including reasonable attorney fees.

This agreement supersedes any and all prior agreements relating to the services set forth in this agreement, and may not be amended, modified or otherwise changed, except by written agreement duly executed by both parties. In the event this Agreement is included or attached as an exhibit to another Contract or Form, the terms, conditions and provision of this Agreement shall prevail and supersede the other Contract or Form.

The undersigned is fully authorized to enter into this contract on behalf of Customer. The above prices, specifications and conditions are satisfactory and are hereby accepted by Customer. OAI is hereby authorized to commence the work as specified herein.

Authorized Signature of **Abaris Realty, Inc.:**



Company Representative: _____
Telephone No.: _____
Date of Acceptance: 11 11 20

Brown = Paths

Pink = AREAS TO PUT SNOW IN ADR EVENTS

Red = 4 FT SIDEWALK

Blue = SIDEWALK BEHIND PARKING

Orange = 6 FT SIDEWALK

Purple = COUNTY SIDEWALKS

Green = HANDICAP RAMP

Black = Lennar

(do not plow)



- Clubhouse Area**
- Clubhouse
 - Outdoor Pool
 - Wading Pool
 - Tot Lot
 - Two (2) Tennis Courts
 - Multi-Purpose Court
 - Open Play Area
 - One (1) Picnic Pavilion with picnic tables and grills
 - Add: One (1) additional Picnic Pavilion with picnic tables and grills
 - Add: Tennis shade structures at tot lot

CLUBHOUSE ENLARGEMENT

SCALE 1/4"=1'-0"

Community Garden/
Dog Park



Tennis Shade Structure

- Community Open Space**
- One (1) Tot Lot Structure
 - One (1) Children's Play Structure
 - Add: One (1) Picnic Pavilion with grills and picnic tables
 - Add: Two (2) Benches with tennis shade structures adjacent to tot lot

Existing Tot Lot
Future Roadway
Connection to Solley Road

- Community Recreation Area**
- Play Field
 - Tot Lot
 - Multi-Purpose Court
 - Picnic Area

Proposed 8' Trail
(approx. 0.4 mi)

APPROXIMATE AREAS INCLUDED

