

Scope of Maintenance Obligations

The DDA will perform, at its cost and expenses, all maintenance and repair required of Section 4 of the IGA for the Alley Enhancements installed under this IGA, which shall include the following tasks:

- 1. Routine Cleaning, Maintenance, and Operation.** Subject to the limitations set forth in Section 4 of the IGA, The DDA will maintain all Alley Enhancements in good condition and repair, including but not limited to maintaining the surface cleanliness of all murals, pavers and concrete surfaces, light standards, attachments, light and other fixtures, trash receptacles, cigarette receptacles, planters and benches. The DDA will provide a maximum of eight power washings per year for paver surfaces and any adjacent fixed infrastructure. The DDA will de-ice slippery areas after snow removal is performed. The DDA will repair and replace, as required in Section 4.1 of the IGA, all Alley Enhancements, including permanent and movable fixtures (such as benches and trash receptacles) and infrastructure (including pavers and concrete surfaces). The DDA will also repair or replace as necessary light bulbs, light fixtures and other electrical fixtures.
- 2. Flower Beds, Movable Planters, Hanging Baskets.** The DDA will design, purchase, install and provide routine maintenance of all plant materials, including seasonal plantings, water, fertilizer, and fall cleanup for beds, planters and hanging baskets included in the Alley Enhancements. Should the DDA install annual plants prior to May 15 (average date of last frost), the DDA will bear the cost of replacing annual plants damaged by frost, snow, ice or freezing temperatures. The DDA will also pay the cost of replacement required because of damage during special events scheduled in the Alleys, except for special events where an event promotor is contractually responsible for such damages.
- 3. Daily Litter Control.** The DDA will provide litter control and debris removal within the Alleys, except for special events where an event promotor is contractually responsible for cleanup.