

## AGREEMENT FOR SNOW AND ICE REMOVAL SERVICES

This Agreement for Snow and Ice Removal Services ("**Agreement**"), effective the 1<sup>st</sup> day of January, 2024 ("**Effective Date**") is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Consolidated Divisions, Inc., a Colorado corporation d/b/a CDI Environmental Contractor ("**CDI**"). The District and CDI are referred to collectively as the "**Parties**" or individually as a "**Party**".

### ARTICLE I SERVICES AND COMPENSATION

#### Section 1.1 Services and Compensation:

(a) Services: The District retains CDI to perform, and CDI agrees to perform, the snow and ice removal services, including furnishing the labor, materials, supplies, supervision, and equipment necessary to perform such services, described in the Scope of Services attached as Attachment 1, which is incorporated by reference and made a part of this Agreement (collectively, the "**Services**"). CDI will provide only the Services set forth in Attachment 1 and only at the locations ("**Sites**") referenced therein. Additional services beyond those set out in Attachment 1, if requested, shall be provided only when authorized in writing by the District. To the extent any provision of this Agreement and Attachment 1 conflict, directly or indirectly, the provisions of this Agreement shall prevail.

(b) Attendance at Board Meetings and Reports to District Manager: CDI shall attend Board meetings when requested by the Board or District Manager. CDI shall submit a summary report of all activities for the prior month to the District Manager in a format determined by the Board. The summary report, and any proposed agenda items that CDI deems appropriate or necessary for inclusion for an upcoming Board meeting, shall be submitted to the District Manager in sufficient time to be included in the Board packet prepared by the District Manager.

(c) Incomplete Work: If, after CDI has declared the Services on a given snow/ice event completed, the District claims that work still remains to be performed, the District shall (i) promptly give CDI notice that work remains to be performed, with sufficient detail for CDI to understand the remaining work to be performed; and, (ii) provide CDI a reasonable opportunity to complete the work before hiring any other entity to complete the Services. If CDI satisfactorily completes the work described in the District's notice, CDI shall be entitled to payment in full for the satisfactory Services performed. CDI shall pay the difference, if any, between what CDI would have charged to perform the Service and what it cost to have another entity perform the Service. The District shall have the right to deduct such amount from any payment owed to CDI.

(d) Response Times: The District understands and agrees that CDI's response time may be affected by events beyond CDI's control (e.g., governmental emergency, unforeseeable equipment failure, unusually severe weather conditions, etc.). The District further understands that response time will be affected by CDI's ability to travel to the Sites, and that CDI may be delayed or even prevented from reaching the Sites. The District also acknowledges that the rate of snowfall and

wind conditions dramatically affect snow/ice management operations. Accordingly, the District agrees that CDI shall not be held to any specific level of performance when events beyond its control occur, other than it shall make a reasonable, good faith effort to complete the work specified herein.

(e) Hazardous Conditions: The District understands and acknowledges that CDI's crews may not work safely in blizzard or blizzard-like conditions, or if temperatures and/or wind chill factors fall below 20 degrees Fahrenheit. The District understands that CDI reserves the right to have its crew(s) cease working in such conditions.

(f) Access to Sites: The District shall provide CDI with access to the Sites as reasonably required by CDI to perform the Services.

(g) Storage of Equipment and Material: CDI shall be permitted, during the snow season, to store a container for housing equipment and materials. This container shall be permitted to be located at the far northeast corner parking spaces of the Community Park large parking lot. This container and storage of equipment and materials is for the convenience of CDI and the District shall not be responsible for any damage, vandalism, theft, or loss to the container or any contents thereof.

(h) Commencement Date: CDI shall commence performance of the Services on the Effective Date and will thereafter continually and diligently perform the Services until this Agreement is terminated or expires, whichever occurs first.

(i) Performance Standards and Warranties: CDI warrants that it is qualified to assume the responsibilities and perform the Services, and has all requisite corporate authority and professional licenses required by Applicable Law. All Services shall be performed timely in accordance with generally accepted practices and the level of competency presently maintained by other professionals providing the same general type of work as the Services.

**Section 1.2 Compensation:** In consideration of CDI's satisfactory performance and completion of the Services, the District shall pay CDI the compensation described in Attachment 2, which is incorporated by reference and made a part of this Agreement.

### **Section 1.3 Payment:**

(a) Request for Payment: CDI shall submit to the District Manager, by the second Tuesday of the month, a standard pay request form attached to a report detailing the following ("**Request for Payment**"):

- (i) Services performed during the previous month, including but not limited to:
  - A. Locations;
  - B. Time and rate per hour of each employee (if applicable);
  - C. Quantities of materials used in the work performed (if applicable);
  - D. Reason for work performance;
  - E. Detail of problems encountered and corrective action taken or proposed to be taken;

- F. Work Orders recommended to be performed in the future and the reason the work is recommended; and,
- G. Services performed during the previous month pursuant to an approved Work Order with supporting documentation.

(ii) Maintenance inspection report discussing (but not limited to) the following:

- A. Safety conditions;
- B. Appearance; and,
- C. Follow up items for the preceding month.

(iii) A separate section in a Request for Payment that: (A) describes in detail any Services that were performed within the Chatfield Farms areas shown on Attachment 1; and, (B) the costs associated with such Services.

If CDI fails to timely provide a Request for Payment and/or fails to provide all of the required information, the District may delay payment up to the next monthly District Board of Directors meeting, or it may reject the Request for Payment and require CDI to resubmit the Request for Payment with all of the required information. CDI's failure to timely provide a Request for Payment and/or to provide all of the required information may constitute a breach of this Agreement.

(b) Payment Procedure: The District will make payment to CDI for work satisfactorily completed within thirty (30) days after a Request for Payment that meets the requirements in Section 1.3(a), above, is submitted by CDI. Late fees, penalties, and interest will not be charged against any disputed amount the District does not pay by the date owed. CDI has the right to stop work, and shall notify the District of such action, if the District does not pay any undisputed portion, or all, of a timely submitted Request for Payment that meets the requirements in Section 1.3(a), above, in full within thirty (30) days of the District receiving the Request for Payment. If CDI stops work, it shall have no obligation to maintain, care for, or provide any Services to the Sites, unless and until all undisputed amounts owed by the District are paid. During the period CDI has no responsibility for the Sites, it shall not be liable for any injuries to the District or to any invitee, guest, or licensee of the District related to accumulation of snow or ice on one or more of the Sites.

**Section 1.4 Set-Off:** In addition to any other rights the District has under this Agreement or in law or equity for indemnity or other reimbursement, recoupment, or payment by CDI, CDI agrees that the District is entitled to set-off any amounts it may owe CDI under this Agreement against such claims for indemnity or other reimbursement, recoupment, or payment.

**Section 1.5 Non-Appropriation:** The District's financial obligations under this Agreement are subject to annual appropriation by the Board. If the Board does not appropriate funds beyond the current calendar year, this Agreement shall automatically terminate with no further obligation whatsoever to CDI.

## ARTICLE II TERM AND TERMINATION

**Section 2.1 Term:** The term of this Agreement shall begin on the Effective Date and shall continue through December 31, 2024 (“*Term*”). This Agreement may be terminated in accordance with Section 2.2, below, or as elsewhere provided in this Agreement.

### **Section 2.2 Termination:**

(a) Termination by CDI: CDI may terminate this Agreement: (i) if the District fails to pay an undisputed amount owed within fifteen (15) work days of receiving CDI’s written notice that the undisputed amount has not been paid; or, (ii) upon thirty (30) work days prior written notice to the District for any other reason.

(b) Termination by the District: The District may terminate this Agreement: (i) upon fifteen (15) work days written notice to CDI that it has breached this Agreement, if CDI fails to cure, or take substantial steps to cure, such breach within the fifteen (15) day period; or, (ii) upon thirty (30) work days prior written notice to CDI for any other reason.

(c) Effect of Termination: In the event of termination, the District will pay CDI for the prorated portion of the Services satisfactorily performed to the date of termination, subject to the District's right of set-off pursuant to Section 1.4 above and the District’s right of non-appropriation pursuant to Section 1.5 above.

## ARTICLE III GENERAL SERVICES PROVISIONS

**Section 3.1 Professional Standards:** CDI will perform the Services in accordance with the generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services at the time and place that CDI’s Services are rendered. Except as otherwise expressly stated herein, CDI shall, at its cost, be solely responsible for repairing any damage caused by its employees, subcontractors or any other individual or entity performing work on behalf of CDI.

**Section 3.2 Compliance with Applicable Law:** CDI will, at its own expense, comply with all federal, state, and local laws, statutes, ordinances, rules, codes, regulation, requirements, guidelines, court rulings and orders of all governmental authorities applicable to the Agreement and the Services performed by CDI, including but not limited to, employee safety (collectively “*Applicable Law*”).

**Section 3.3 Personnel:** CDI represents that all of its personnel, and any subcontractors, who will perform any Services have received the information, instructions, and training required to provide the Services, including training to prevent harm to such personnel, residents, and members of the public who may be in the vicinity.

**Section 3.4 Licenses:** CDI and all of its employees and subcontractors performing work that require licensing shall be licensed to the extent required by all Applicable Law and will, at CDI's cost, maintain such licensing throughout the period this Agreement is in effect. Such licenses include any requirements set forth by the State of Colorado and the Environmental Protection Agency.

**Section 3.5 Mechanics' and Materialmen's Liens; Verified Statement of Claim:** CDI shall make timely payments to CDI's employees, subcontractors, vendors, and/or suppliers. As a political subdivision of the State, the District's property is not subject to liens; however, property the District manages may be subject to certain liens, and CDI shall be responsible for satisfaction of any liens and encumbrances that are filed or asserted against the District and/or such property that arise from or are the result of the Services CDI performs. In addition, CDI shall promptly resolve any verified statement of claim filed with the District by a subcontractor, vendor, or supplier claiming CDI has failed to pay amounts due for services, labor or materials provided to CDI in the performance of its Services.

**Section 3.6 Damage Due to Repetitive Contact:** CDI shall provide protection to any material, trees, shrubs, fences, or other landscape improvements that may be subjected to repetitive contact with snow removal equipment as necessary to avoid damage thereto.

**Section 3.7 Reporting Damage to Landscape Improvements:** CDI shall be alert for damages to any landscape improvements, including but not limited to, plant stock, turf, ground cover, benches, trash receptacles, play equipment, shelters, and irrigation equipment that are not caused by CDI. When such damage is identified, CDI shall immediately notify the District Manager.

**Section 3.8 Limit on CDI's Liability for Damages:**

(a) CDI shall not be responsible or liable to the District for any damages to existing walks, curbs, driveways, speed bumps, expansion joints, rubber-coated decks, cesspools, septic tanks, utility lines, sprinkler systems, arches, shrubs, lawn, trees, or other personal property, appurtenances or improvements, or for any damage to one or more of the Sites, except when such damages arise from or are caused by an intentional or negligent act or omission of CDI, its subcontractors or any other individual or entity performing Services on behalf of CDI, including damages occurring under Subsection 3.8(e), below.

(b) CDI shall not be liable for any claim, loss, expense, damage or cause of action whatsoever, directly or indirectly, from weather conditions, unless such claim is caused by an intentional or negligent act or omission of CDI, its subcontractors or any other individual or entity performing Services on behalf of CDI.

(c) CDI is not responsible for failures or defects that result from work done by individuals or entities that are not performing Services on behalf of CDI.

(d) CDI shall not be liable for personal injury or property damage caused by changing winter weather conditions before, during, or after the snow/ice removal has been completed.

(e) The Parties have mutually agreed that no staking will be performed. The District shall not be responsible for any damage by CDI or its subcontractors or any other individual or entity performing Services on behalf of CDI, that could have been avoided, or could have been lessened, if the District had staked the Sites. CDI shall be liable for any damages to real or personal property that could have been avoided, or could have been lessened, if either CDI or the District had staked the Sites. Nothing in this Subsection 3.8(e) prohibits CDI from staking in its discretion and at its own cost.

**Section 3.9 Operation of Motorized Vehicles or Equipment:** The operation of motorized vehicles or equipment on or through parks and open space owned or maintained by the District is prohibited, except for those used for snow removal. Service equipment and vehicles may only operate on paved surfaces, unless a special written permit has been obtained from the District.

#### **ARTICLE IV INDEMNIFICATION AND CONFIDENTIALITY**

**Section 4.1 Indemnification:** CDI shall indemnify and defend the District and its directors, officers, and agents (collectively, the “*District Parties*”) against all claims, damages, and liability arising out of any intentional, reckless, grossly negligent, or negligent act or omission by CDI or its employees, subcontractors, agents, or any other individual or entity that provides services or materials on behalf of CDI (collectively, the “*CDI Parties*”) that arise from or in any manner relate to CDI’s performance of the Services, or from the violation of, or failure of any of the CDI Parties to comply with, any Applicable Law. The District shall have the right to select legal counsel to represent it, notwithstanding CDI’s obligation to pay the reasonable attorneys’ fees, costs, and expenses of the District’s legal counsel.

**Section 4.2 Communications and Confidentiality:** CDI will hold the information supplied by the District in confidence and will not disclose it to any other person or entity, unless (a) the District authorizes CDI to do so; (b) it is published or released by the District; (c) it becomes publicly known or available other than through disclosure by CDI; or, (d) disclosure is required by Applicable Law. This confidentiality provision does not prohibit CDI from disclosing District information to one or more of its subcontractors if necessary to provide the Services. Any such subcontractor shall be subject to the same restrictions on the use and disclosure of District information as apply to CDI.

#### **ARTICLE V CDI’S INSURANCE**

**Section 5.1 Coverages:** CDI will, at its sole cost and expense, maintain in effect at all times during the Term, the following insurance coverages with limits of not less than those set forth

below. CDI further agrees to maintain and supply documentation of any additional public liability or property damage insurance that may be required by the State of Colorado during the Term.

(a) Employee Insurance:

<b>Coverage</b>	<b>Minimum Amounts and Limits</b>
Worker's Compensation	\$500,000 (or as required by Colorado law)
Employer's Liability	\$1,000,000 (or as required by Colorado law)

This policy will include a waiver of subrogation in favor of the District Parties.

(b) Liability Insurance:

<b>Coverage</b>	<b>Minimum Amounts and Limits</b>
General Liability	\$1,000,000 combined single limits per occurrence with respect to each location (Occurrence Basis)

This policy will contain an endorsement including the District Parties as "additional insureds". It also will contain cross-liability and severability of interest endorsements, a waiver of subrogation in favor of the District Parties, and an aggregate per location endorsement.

(c) Vehicle Insurance:

<b>Coverage</b>	<b>Minimum Amounts and Limits</b>
Business Vehicle Liability	\$1,000,000 combined single limits per occurrence (Occurrence Basis) with respect to each location.

This policy will be a standard form written to cover all owned, hired and non-own vehicles owned or operated by the CDI Parties. This policy will contain an endorsement including the District Parties as "additional insureds". It also will contain a waiver of subrogation in favor of the District Parties, and an aggregate per location endorsement.

(d) Umbrella Liability Insurance:

<b>Coverage</b>	<b>Minimum Amounts and Limits</b>
Bodily Injury/Property Damage	\$5,000,000 per occurrence (Occurrence Basis) \$5,000,000 aggregate

This policy will be written on an umbrella basis above the liability and vehicle insurance coverages described above. This policy will contain an endorsement including the District Parties as "additional insureds". It also will contain subrogation in favor of the District Parties.

**Section 5.2 Policies:** All policies will be issued by carriers having ratings of Best's Insurance Guide A/VIII and/or Standard & Poor Insurance Solvency Review A-, or better, and admitted

to engage in the business of insurance in the State of Colorado. All policies must be endorsed to be primary, with the policies of all District Parties being excess, secondary, and non-contributing. All policies shall contain a provision that states that they cannot be canceled, non-renewed or materially modified without 30 days prior written notice by insurance carrier(s) to the District Manager.

**Section 5.3 Evidence of Coverage:** Evidence of the insurance coverage required to be maintained by CDI under this Article V, represented by certificates of insurance issued by the insurance carrier(s), must specify the additional insured status as well as the waivers of subrogation. Such certificates of insurance shall state the amounts of all deductibles and self-insured retentions and that the District Manager will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. Upon request, CDI will provide to the District Manager a certified copy of any or all insurance policies or endorsements required by this Agreement. CDI shall provide the District Manager with copies of the certificates evidencing that the District has been added as an additional insured under the various insurance policies which CDI is required to carry.

## VI. SERVICES TO HOMEOWNER ASSOCIATIONS

**Section 6.1 Performing Services for Homeowners Associations (HOAs):** CDI shall provide the Services within the Common Areas maintain by one or more of the HOAs within the District; provided, that CDI and the HOA are able to negotiate and execute a mutually acceptable contract for snow and ice removal. CDI shall separately track all Services provided to an HOA and shall bill the HOA separately. The District Parties have no responsibility or liability whatsoever for CDI's contracting with, and providing Services to, an HOA.

## ARTICLE VII MISCELLANEOUS

**Section 7.1 Independent Contractor:** CDI's status shall at all times be that of an independent contractor. Under no circumstances shall CDI or its personnel be considered a District employee. CDI will provide and have complete control over all materials, equipment, and labor CDI deems necessary to perform the Services. Except as necessary to ensure the Services are performed in accordance with the District's requirements and expectations, the District will have no control or supervision over the hours CDI's personnel work or the manner in which CDI performs the Services. The District's only concern is with the results of CDI's Services. The District has the right to reject any work that does not meet the District's standards. CDI will not be paid for any costs CDI incurs, or time CDI spends, correcting substandard work.

CDI UNDERSTANDS AND AGREES: (A) CDI AND ITS EMPLOYEES ARE NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE BENEFITS, UNLESS WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CDI OR SOME ENTITY OTHER THAN THE DISTRICT; AND (B) CDI IS OBLIGATED TO PAY FEDERAL, STATE, AND LOCAL INCOME TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. THE



DISTRICT WILL NOT MAKE FEDERAL, STATE, AND LOCAL WITHHOLDINGS AND WILL NOT PROVIDE WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE.

CDI certifies that 84-1298847 (*must be inserted by CDI*) is CDI's correct Federal Taxpayer Identification Number. By signing this Agreement, CDI certifies that it assumes full responsibility for the payment of all contributions, payroll taxes, income taxes, withholdings, and backup withholdings or assessments under federal, state, and local law. The District will only provide CDI with, and will file, an IRS Form 1099 in compliance with federal, state, and local law.

**Section 7.2 Notice:** Any notice required or permitted under this Agreement shall be in writing and hand-delivered or sent by certified/registered mail, return receipt requested, to the address below, or at another address previously furnished in writing to the other Party pursuant to this Section. A notice sent by certified/registered mail is deemed given when received, or 3 business days after the date sent, if not accepted by the Party to whom it was sent, whichever is earlier.

Roxborough Village Metropolitan District  
Attn: Peggy Ripko, District Manager  
Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898

CDI Environmental Contractor  
Attn: Zacc Wair  
5585 Airport Rd  
Sedalia, CO 80135

**Section 7.3 Governmental Immunity:** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its current or past directors, officers and agents under federal or state law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

**Section 7.4 Governing Law; Jurisdiction and Venue; Attorneys' Fees:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any civil action shall lie exclusively in the District Court for Douglas County. Prior to either Party commencing a civil action, the Parties shall participate in non-binding mediation through the American Arbitration Association in Denver, Colorado. If the Parties are unable to resolve their dispute within forty-five (45) days of a Party notifying the other Party in writing of its request for mediation, either Party may commence a civil action. In any civil action arising from or relating to this Agreement and/or the Services, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including its reasonable attorneys' fees, costs, and expenses incurred in any appellate action or in collecting or executing upon any judgment, order, or award.

**Section 7.5 Additional Provisions:** This Agreement is the entire agreement between the Parties as to the subject matter herein and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. Course of dealing, no matter how long it may continue, shall not constitute an amendment to this Agreement. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a

waiver of any subsequent breach of this Agreement. This Agreement is not assignable. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a Party to this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a political subdivision of the State of Colorado

CONSOLIDATED DIVISIONS, INC., a Colorado Corporation d/b/a CDI Environmental Contractor

By: Mark Rubic  
Mark Rubic, Board President

By: [Signature] VPSr Director of IS  
Name Title

Date: 12 / 28 / 2023

Date: 12-27-23

## ATTACHMENT 1 SCOPE OF SERVICES

1. Snow Removal Services: CDI shall provide the Services on parking lots, mailbox kiosks, sidewalks and pedestrian entryways and exits within the District in accordance with Paragraphs 2 through 4 below and the portions of CDI's Snow Removal Quality Plan set forth below (collectively the "*Services*"). If there is a conflict between Paragraphs 1 through 4 and CDI's Snow Removal Quality Plan, Paragraphs 2 through 4 shall control.

2. Timing and Extent of Services: The District's intention is to facilitate the use of sidewalks to access schools, as reflected in the designation of Priority 1 and Priority 2 walkways as shown on the attached Exhibit A - Snow Removal Map. CDI shall exercise its best efforts to remove snow from school access sidewalks prior to 8:00 a.m. on school days. CDI will perform snow removal on Priority 1 and Priority 2 walkways as shown on the attached map.

On school days, snow shall be cleared in the following sequence:

- Priority 1 walkways and parking lots
- Priority 2 main arterials
- Remaining Priority 2 walkways

On non-school days, including days when school is canceled, snow shall be cleared in the following sequence to prioritize sledding traffic and weekend/holiday leisure schedules:

- The larger parking lot in Community Park and the parking lot in Chatfield Farms and associated sidewalks
- Priority 2 main arterials
- Priority 1 walkways and the smaller Community Park parking lot
- Remaining Priority 2 walkways

Notwithstanding the foregoing priorities, if CDI needs to cross a Priority 2 area in order to access a Priority 1 area with its snow removal equipment, CDI shall clear the Priority 2 area first and then clear the Priority 1 area. CDI shall not drive over a Priority 2 area to access a Priority 1 area without first clearing the Priority 2 area. Snow cleared from parking lots shall not be piled in such a way as to block entrances, exits, lines of sight, handicapped parking spaces, sidewalks, or sidewalk access points. When two-thirds of the snow removal budget for the District for each year is expended, snow removal for the remainder of the current budget year will be limited to Priority 1 walkways and parking lots, unless otherwise directed by the Board on a case-by-case basis. CDI shall exercise its judgment to determine the extent to which it provides Services, based on snow accumulation of two (2) inches or more, or due to icy or other related conditions.

3. Ice Melting Chemicals: Calcium chloride ( $\text{CaCl}_2$ ) shall be the only ice melting chemical used within the District. The District acknowledges that ice melting chemicals may cause damage

to plants and turf, and that CDI assumes no liability for any damage which results from the proper application of such ice melting chemicals.

4. Damage to Snow Removal Areas: Excepts as set forth in Paragraph 3, above, any repair or replacement of damaged vegetation or landscape improvements resulting from CDI's Services shall be at CDI's expense.



# Snow Removal Quality Plan

**Property Name: Roxborough Village Metro District Focus**

**Area: Snow Removal**

## 1. SNOW REMOVAL QUALITY PLAN PURPOSE

Roxborough Village Metro District is classified by CDI as a HIGH PRIORITY site consisting of roughly a million square feet of serviceable walks. This site currently has a snow clearing scope of 2" for the parking lot and all Walks / Mailbox Kiosks. CDI is proposing our snow removals services in order to provide a safe snow season for Roxborough Village & Chatfield Farms residents. Our goal is to provide your property with one of our best snow captains that lives close to the area to ensure that all individuals working or visiting the site are satisfied with our services and consider CDI as the snow removal contractor of choice.

## 2. QUALITY MANAGEMENT METHOD

### 2.1 Quality Standards

As Colorado's largest self-perform snow removal contractor, CDI is able to provide our clients with the knowledge that they are working with a company that has access to all the equipment and material resources needed to ensure our customers receive timely and well executed snow removal on their property. We have been in the snow removal business for over 20 years, and with decades of experience we know that our clients budgets are in our hands. We work efficiently with proper equipment and personnel.

### 2.2 Quality Equipment

Qualified as a HIGH PRIORITY account, the District will be assigned all CDI-owned equipment, which we estimate to include the below. As needs change and we become accustomed to the property we can adjust as necessary, as well.

QTY	TYPE	IMPLEMENT
3 ea.	ATV	6' snow pusher
1 ea.	Plow Truck	Boss 8' w/ wings
8 ea.	Hand Labor	Snowblowers

This snow removal plan and equipment may be amended as current conditions require. If additional costs are associated with the augmentation, CDI must have prior written approval from the District.

### 2.3 Snow Captain Responsibilities

The District's dedicated CDI Snow Captain will be in charge of all operations regarding snow removal at the District & Chatfield Farms. Dale Draper has worked for CDI for 6 years and has received high-praise from his previous and current clients. He will coordinate with all teams to ensure that we are performing the services that have been requested and will respond to corrections, problem spots, and issues in a timely manner. Dale will serve as the primary contact for your operations team and will be available at any time to address any questions or comments.

## 3. SNOW REMOVAL QUALITY CONTROL

### 3.1 Property Deliverables

Milestone	Deliverable
Personnel Allocation	<ul style="list-style-type: none"> <li>• Snow Captain dedicated to this site</li> <li>• Area Manager as additional support</li> <li>• 12 operators</li> </ul>
Equipment Commitment	<ul style="list-style-type: none"> <li>• Front End Loaders for snow piling and clearing large open areas.</li> <li>• Skid Loaders as support to plow trucks and front-end loaders</li> <li>• Plow Trucks to clear out tight locations and keep area clear during business operations</li> <li>• ATV to clear all perimeter and city walks when snowfall and timing dictates.</li> </ul>
Service Commitment	<ul style="list-style-type: none"> <li>• Dispatch at trigger depth requirements with additional resources as needed for big events.</li> <li>• Our goal is to have area cleared by 7am for Target and main drive lanes.</li> </ul>
Pretreatment Materials	<ul style="list-style-type: none"> <li>• If requested, Ice melt &amp; Ice slicer will be applied prior to forecasted events</li> </ul>
Communication Commitment	<ul style="list-style-type: none"> <li>• CDI will send weather reports before/during/after each storm event.</li> <li>• CDI's snow captain will report to District personnel when we are on site, current weather conditions, amount of current snowfall and when we will begin service for each event.</li> <li>• CDI will communicate when services have stopped and current conditions after each storm.</li> <li>• If additional services are requested by the District CDI will return to complete them ASAP.</li> </ul>

## 4 ESCALATION PLAN

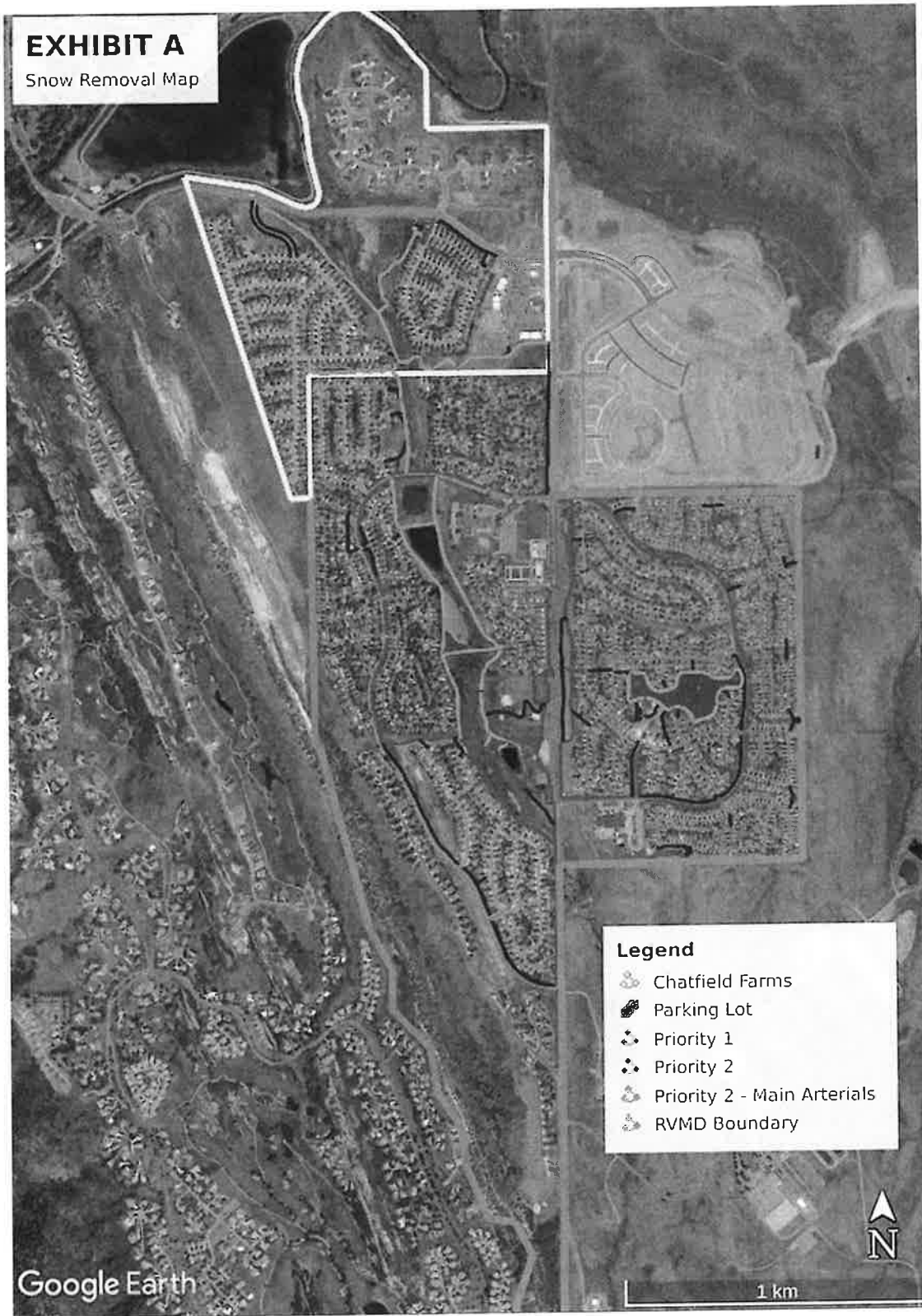
At any point (before, during or after) an event, the District will be able to reach the following individuals:

Contact Order	Title	Name	Contact Number	Phone
Level One	Snow Captain	TBD	TBD	
Level Two	Area Manager	Dale Draper	303-304-2937	
Level Three	Chief Operations Officer	Zacc Wair	303-917-5937	

The District's contacts and preferred contact order are:

Property Contact	Title	Name	Contact Number	Phone
Level One	District Manager	As designated	As designated	
Level Two	District Manager	As designated	As designated	
Level Three	District Manager	As designated	As designated	

**EXHIBIT A  
SNOW AND ICE REMOVAL MAP**



## ATTACHMENT 2 COMPENSATION

CDI shall provide all labor and materials necessary to complete snow and ice management in accordance with the following details, specifications, and estimates.

Line #	Item Description	Estimated Quantity	Unit	Unit Price
1	4x4 Pickup With Plow	1.00	HR	\$125.00
2	Sand Truck	1.00	HR	\$125.00
3	ATV With Plow	1.00	HR	\$110.00
4	Zero-Turn With Plow	1.00	HR	\$110.00
5	Skidsteer With Plow	1.00	HR	\$155.00
6	Loader With Box Or Bucket	1.00	HR	\$295.00
7	Snow Blower	1.00	HR	\$95.00
8	Dump Truck	1.00	HR	\$160.00
9	Tractor With Plow	1.00	HR	\$295.00
10	Laborer	1.00	HR	\$68.00
11	Snow Captain Site Supervision	1.00	HR	\$78.00
<del>12</del>	<del>Ice Slicer (Granular)</del>	<del>1.00</del>	<del>TON</del>	<del>\$295.00</del>
13	Ice Melt	1.00	BAG	\$50.00

The above stated rates are based on time and material. All Services are charged portal to portal. There is a minimum charge of 1 hour per push for each piece of equipment used, and such minimum charge also shall include 1 hour of snow supervision and 1 bag (50 lb.) ice melt (Calcium chloride (CaCl<sub>2</sub>) only). The District agrees to pay CDI for time and materials utilized by CDI in satisfactory performance of the Services, including the minimum charge stated herein. Items listed above include the operator fee in the hourly rate.

Fuel and Materials Surcharges: If fuel prices exceed \$4.00 per gallon for gasoline or \$4.50 per gallon for diesel, a surcharge of 8% will be charged on top of the above rates. Additionally, if material costs exceed more than 20% of quoted vendor price and/or cost at the beginning of the season, material prices will be adjusted to reflect such increases. CDI shall conspicuously itemize any fuel and/or materials surcharges on each applicable Request for Payment.

If CDI mobilizes on a Holiday, all rates are doubled. A "**Holiday**" shall consist of the following days/times:

Thanksgiving Day: 12:01 am – 11:59 pm

Christmas Day: 12:01 am – 11:59 pm

New Years' Day: 12:01 am – 11:59 pm