

SECOND AMENDMENT TO AGREEMENT FOR SNOW AND ICE REMOVAL SERVICES

This Second Amendment to Agreement for Snow and Ice Removal Services (“*Second Amendment*”), effective as of the 1st day of January, 2025 (“*Effective Date*”), is entered into by and between Consolidated Divisions, Inc., a Colorado corporation d/b/a CDI Environmental Contractor (“*CDI*”), and Roxborough Village Metropolitan District, a political subdivision of the State of Colorado organized pursuant to C.R.S. § 32-1-101, *et seq.* (“*District*”). CDI and the District are referred to collectively as the “*Parties*,” and individually as a “*Party*.”

RECITALS

A. The Parties entered into that certain Agreement for Snow and Ice Removal Services effective January 1, 2024 (“*Agreement*”).

B. The Parties desire to amend the terms of the Agreement pursuant to the terms and conditions of this Second Amendment. Capitalized terms used herein but not otherwise defined herein have the same meanings as set forth in the Agreement.

AGREEMENT

1. The following sentences are added to the end of Section 1.1(a):

CDI understands the Board is evaluating its options with respect to providing the Services to Arrowhead Shores HOA, Roxborough Village Filing 14B HOA, and Roxborough Village First HOA (individually an “*HOA*” and collectively the “*HOAs*”), including but not limited to: i) terminating the Services being provided to one or more of the HOAs effective January 1, 2025; ii) continue providing the Services to one or more of the HOAs in exchange for appropriate compensation; or, iii) continue providing the Services until the District conducts an election in May 2025 on whether the District’s voters authorize it to continue providing the Services to the HOAs without charge. CDI agrees that the Parties shall amend the Scope of Services to reflect whatever option the Board chooses and shall mutually agree to increase or decrease CDI’s compensation based on the amended Scope of Services.

2. Amend Section 1.3(a) of the Agreement to read:

(a) Request for Payment: CDI shall submit to the District Manager, by the second Tuesday of the month, a standard payment request form attached to a report detailing the below information (“*Request for Payment*”). If pursuant to Section 1.1(a) of this Agreement the District and one or more of the HOAs enter into an agreement whereby the HOA(s) will compensate the District for providing the Services, CDI shall submit a separate Request for Payment for each such HOA that contains the information in Subsections (i) and (ii) below.

3. Section 2.1 of the Agreement is amended in its entirety as follows:

The term of this Agreement shall begin on the Effective Date and shall continue through December 31, 2025 (“*Term*”). This Agreement may be terminated in accordance with Section 2.2, below, or as elsewhere provided in this Agreement.

4. The map attached as Exhibit A to Attachment 1 is deleted and the map attached to this Second Amendment is inserted in its place.
5. The Table in Attachment 2 (Compensation) is deleted, and the following Table is inserted:

Service	Unit of Measure	Unit Price
4x4 Pickup with Plow	HR	\$132.00
Sand Truck with Plow	HR	\$132.00
ATV with Plow	HR	\$120.00
Zero-Turn with Plow	HR	\$120.00
Skidsteer with Plow	HR	\$168.00
Loader with Plow or Bucket	HR	\$315.00
Tractor with Plow	HR	\$290.00
Dump Truck	HR	\$162.00
Snow Blower	HR	\$85.00
Labor	HR	\$72.00
Snow Captain Site Supervision	HR	\$98.00
Ice Slicer (Granular)	TON	\$310.00
Ice Melt	BAG	\$50.00

6. Binding Effect; Governing Law. Except as modified hereby, the Agreement shall remain in full effect. This Second Amendment and the Agreement shall be binding upon the Parties and their respective successors and permitted assigns. If any inconsistency exists or arises between the terms of the Agreement and the terms of this Second Amendment, the terms of this Second Amendment shall prevail. This Second Amendment shall be governed by the laws of the State of Colorado.

7. Counterparts; Electronic Delivery. This Second Amendment may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Second Amendment by facsimile or by other electronic means shall be equally as effective as personal delivery of a manually executed counterpart of this Second Amendment. A counterpart electronically delivered displaying a facsimile or digital image of the signature of the Party shall have the same force and effect as an original “ink signed” counterpart, which has been personally delivered to the recipient.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties have signed this Second Amendment.

Roxborough Village Metropolitan District,
political subdivision of the State of Colorado

Consolidated Divisions, Inc., a Colorado a
corporation d/b/a CDI Environmental
Contractor

By: Ephram Glass
Ephram Glass, President

Date: 10 / 19 / 2024

By: [Signature] Vice President
Name Title

Date: 10 / 18 / 2024

Snow Removal Map

Roxborough Village Metro District



Google Earth