

RESOLUTION NO. 19-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CASTLE PINES, COLORADO, APPROVING A PROFESSIONAL
SERVICES AGREEMENT WITH COLORADO DESIGNSCAPES, INC.
FOR SNOW AND ICE REMOVAL SERVICES**

WHEREAS, Colorado Designscares, Inc. (“Contractor”) has been selected as the preferred service provider for snow and ice removal since 2012 and understands the City’s needs related to creating safe and passable roads within the Castle Pines community; and

WHEREAS, the City and the Contractor entered into that certain Professional Services Agreement Between the City of Castle Pines and Colorado Designscares, Inc. dated December 11, 2018 for snow and ice removal services (the “Agreement”); and

WHEREAS, the City is satisfied with the performance of the Contractor under the Agreement and the City’s Purchasing Policy provides, in relevant part, that “[e]xtension of existing contracts may be negotiated when a vendor offers to extend under the same conditions and at the same or lower price and such extension is determined to be in the best interest of the City”; and

WHEREAS, Contractor is proposing to maintain its existing unit and hourly pricing for snow and ice removal services as provided in the Agreement; and

WHEREAS, it is the desire and intent of the City Council to approve a new agreement with the Contractor (the “Agreement”), setting the not-to-exceed compensation amount for the 2019-2020 season at **Four Hundred Thousand Dollars and No Cents (\$400,000.00)**; and

WHEREAS, a copy of the Agreement is attached to this Resolution as **Exhibit 1** and is incorporated herein by this reference.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
CASTLE PINES, COLORADO, THAT:**

Section 1. The City Council hereby: (a) approves the Agreement in substantially the form attached hereto as **Exhibit 1**; (b) authorizes the City Manager and City Attorney to make non-substantive changes to the Agreement prior to execution of the Agreement by the City and Contractor, on the condition that the non-substantive changes do not increase the financial obligations of the City; and (c) authorizes the City Manager to execute the Agreement when in final form.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 3. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 7 in favor and 0 against this 24th day of September, 2019.



DocuSigned by:
Tera Stave Radloff
6E0C8E9270DC470...
Tera Stave Radloff, Mayor

ATTEST:

DocuSigned by:
Tobi Basile
AD03A3B62032499...
Tobi Basile, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Linda C. Michow
5241DE99B8FF444...
Linda C. Michow, City Attorney

EXHIBIT 1
PROFESSIONAL SERVICES AGREEMENT

[see attached document]

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY OF CASTLE PINES AND COLORADO DESIGNSCAPES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the 25th day of September, 2019 ("Effective Date"), by and between the CITY OF CASTLE PINES, a Colorado municipal corporation, 360 Village Square Lane, Suite B, Castle Pines, CO 80108 (the "City"), and COLORADO DESIGNSCAPES, INC., a Colorado corporation with offices at 15440 E. Fremont Drive, Centennial, CO 80112 (the "Contractor"). The City and the Contractor may be collectively referred to as the "Parties" and each individually as "Party".

RECITALS AND REPRESENTATIONS:

WHEREAS, on August 14, 2017, the City issued an Invitation for Bid for snow and ice removal services (IFB No. 2017-PW-002); and

WHEREAS, the Contractor submitted a proposal in response to the IFB and the City entered into an agreement with the Contractor dated September 12, 2017 (the "Original Agreement"); and

WHEREAS, the Original Agreement expired on June 30, 2018; and

WHEREAS, the City is authorized to continue such services pursuant to Section (C)(l)(c) of the City's Purchasing Policy; and

WHEREAS, the City desires to continue to retain the Contractor to perform snow and ice removal services as described in this Agreement, and subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor represents that the Contractor has the skill, ability, and expertise to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

1. **LINE OF AUTHORITY:** The Castle Pines City Manager or his or her designee (the "City Authorized Representative"), is designated as the City Authorized Representative for the purpose of administering, coordinating, and approving the work performed by the Contractor under this Agreement. For purposes of this Agreement, the Contractor's designated representative is Tom Brownfield, Division Manager (the "Contractor Authorized Representative").

2. **SCOPE OF SERVICES:** Contractor shall perform all services described in Exhibit A of this Agreement, attached hereto and incorporated herein by this reference (the "Services" or "Scope of Services"), in the time frames set forth therein, diligently and professionally and in a manner reasonably satisfactory to the City Authorized Representative.

The City may, from time to time, request changes to the Scope of Services to be performed hereunder. If agreed to by both Parties, Contractor will, within a reasonable time period, provide to the City in writing a price and modification to services for the proposed addition to Services. Such changes, including any increase or decrease in the amount of the Contractor's compensation, when mutually agreed upon between the City and Contractor, shall become an amendment to and part of this Agreement, provided any such change is in writing and signed by the City Authorized Representative and by the Contractor Authorized Representative. Unless otherwise stated in the written amendment, Contractor will invoice the City on the next billing cycle after completion of the addition to Services

or if the change involves an ongoing new addition to the Services, Contractor will include the associated adjustment to the monthly compensation amount.

Whenever the terms of the Scope of Services conflict with this Agreement, the provisions of this Agreement shall expressly control.

3. COMPENSATION FOR SERVICES: In consideration for the provision of Services described in **Exhibit A**, the City agrees to compensate the Contractor an amount not to exceed **Four Hundred Thousand Dollars and No Cents (\$400,000.00)** and as approved by the City Authorized Representative, based on the following:

(a) The Contractor shall submit invoices to the City in accordance with the terms of **Exhibit A**. The maximum fee specified herein shall include all fees and expenses incurred by Contractor in performing the services hereunder.

(b) Contractor's invoices shall be in a format acceptable to the City, shall be supported by information in such detail as may be required by the City and shall be sufficient to substantiate that the Contractor has performed the Services described in **Exhibit A**. With each invoice, to the extent possible, the Contractor shall submit an activity service report detailing the Services provided in accordance with **Exhibit A**. The City may withhold payment for work which is not completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination by the Contractor.

4. TERM: It is mutually agreed by the Parties that the term of this Agreement shall commence as of the Effective Date and terminate on **June 30, 2020** ("Termination Date"), unless earlier terminated by the terms of this Agreement. The term of this Agreement may be extended upon the mutual agreement in writing of the parties. This Agreement and any subsequent renewal or extension shall be contingent upon funding being appropriated, budgeted and otherwise made available for such purposes and subject to the City's reasonable satisfaction with all services received during the preceding term.

5. CONFLICT OF INTEREST: The Contractor agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the Services described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the City. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City.

6. INDEPENDENT CONTRACTOR: The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent Contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-Contractors, Contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

7. INDEMNIFICATION: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever. The Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, in any way resulting or arising from this Agreement; provided, however, that the Contractor need not indemnify or hold harmless the City, its officers, agents and employees from damages resulting from the negligence of the City's elected officials, officers, directors, agents, and employees. Contractor's defense, indemnification and insurance

obligations shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the Contractor to defend in litigation, indemnify or insure the City against liability arising out of the death or bodily injury to person or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

8. INSURANCE: During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); or

The Contractor shall secure and maintain the following ("Required Insurance"):

Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and of Two Million Dollars (\$2,000,000) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under

this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

- a. Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by this Section 8 and its subsections, insurance shall conform to all of the following:
 - o For both Contractor Insurance and Required Insurance, all policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services. The Contractor shall not be an insured party for any City-obtained insurance policy or coverage.
 - o For both Contractor Insurance and Required Insurance, the Contractor shall be solely responsible for any deductible losses.
 - o For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
 - o For Required Insurance, every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy or in the alternative, the Contractor shall provide such notice as soon as reasonably practicable and in no event less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.
- b. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section 8 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.
- c. Insurance Certificates. **Prior to commencement of the Services, the Contractor shall submit to the City certificates of insurance for all Required Insurance and all necessary**

endorsements. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 8 and its subsections shall be indicated on each certificate of insurance. **Certificates of insurance shall reference the Project/Services Name as identified on the first page of this Agreement.** The City may request and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

9. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City, its elected officials, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as the same maybe amended from time to time, or otherwise available to the City.

10. ASSIGNMENT: The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, either in whole or in part without the prior written approval of the City. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the City Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Contractor hereunder.

11. CITY REVIEW OF RECORDS: The Contractor agrees that, upon a reasonable request of the City Authorized Representative, at any time during the term of this Agreement or three (3) years thereafter, will make available for inspection and audit upon request by the City Authorized Representative, those books and records of the Contractor's Services performed under this Agreement. Nothing construed herein shall be construed as a requirement that Contractor shall provide its financial records determined to be proprietary by the Contractor. The Contractor shall maintain such records until the expiration of the three (3) years following the end of the term of this Agreement.

12. OWNERSHIP OF DOCUMENTS: Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Castle Pines upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

13. TERMINATION: The City shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least sixty (60) calendar days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports which are considered to be documents subject to the Colorado Open Records Act shall become the City's property. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor. The Contractor's indemnification obligations hereunder shall survive termination of this Agreement.

14. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

To the City:

City Manager of the City of Castle Pines
360 Village Square Lane, Suite B
Castle Pines, CO 80108

To the Contractor:

Colorado Designscapes, Inc.
Attn: Tom Brownfield, Division Manager
15440 E. Fremont Drive
Centennial, CO 80112

With a copy to:

Michow Cox & McAskin LLP
Attn: City Attorney for Castle Pines
6530 S. Yosemite St., Suite 200
Greenwood Village, CO 80111

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the City Authorized Representative and the Contractor Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) working days after the date of mailing, whichever is earlier. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

15. NONDISCRIMINATION: In connection with the performance of Services under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

16. ILLEGAL ALIENS: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, Contractor certifies that it has verified, or attempted to verify, through participation in the basic pilot program that the Contractor does not employ any illegal aliens. If the Contractor is not accepted into the basic pilot program, the Contractor shall apply to participate in the basic pilot program every three (3) months until the Contractor is accepted, or this Agreement had been completed, whichever is earlier. The Contractor is prohibited from using the basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

17. GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

18. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the Services performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the Services identified in this Agreement.

19. SEVERABILITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected, provided that the remaining provisions without the invalidated provisions are consistent with the Parties' intent. Should either party fail to enforce a specific term of this Agreement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

20. NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

21. HEADINGS; RECITALS: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

22. ENTIRE AGREEMENT: The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the City Authorized Representative and/or the Contractor Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Agreement.

23. FORCE MAJEURE: Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, acts of God, civil unrest, failure of a third party to cooperate in providing services other than Contractor's subcontractors, or other occurrences beyond the reasonable control of the party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable measures to mitigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Contractor, such items shall be handled in accordance with Section 2 and 3.

24. INCORPORATION OF EXHIBITS: All exhibits referenced in this Agreement and attached hereto shall be incorporated into this Agreement for all purposes.

25. TABOR: The parties understand and acknowledge that the Municipality is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City of Castle Pines, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

26. AUTHORITY: The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Castle Pines and the Contractor and bind their respective entities.

27. ATTACHMENTS: The following documents are incorporated herein by reference and attached hereto:

- (a) Exhibit A: Scope of Work
- (b) Exhibit B: Compensation (Contractor's Hourly Rates)

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SIGNATURE PAGE FOLLOWS

THIS AGREEMENT is executed and made effective as of September 25, 2019.

CONTRACTOR: Colorado Designscapes, Inc., a Colorado Corporation

BY: _____

Name: _____

Title: _____

Date: _____, 2019

STATE OF COLORADO

COUNTY OF _____

This Professional Services Agreement was executed on this _____ day of _____, 2019, by _____ as _____ of Colorado Designscapes, Inc. a Colorado Corporation.

Witness my hand and official seal.

My commission expires: _____

[SEAL]

Notary Public

THIS AGREEMENT is executed and made effective as of the 25^h day of September, 2019.

CONTRACTOR: Colorado Designscapes, Inc., a Colorado corporation

BY:

Name and Title

Date: _____, 2019

CITY OF CASTLE PINES, a Colorado municipal corporation

BY:

Name and Title

Date: _____, 2019

ATTEST:

APPROVED AS TO LEGAL FORM:

Tobi Basile, City Clerk

Linda Michow, City Attorney

Exhibit A
Scope of Services
(September 25, 2019 - June 30, 2020)

I. General

The primary goal of the snow removal program is to ensure clear safe and passable drive lanes during and after a storm event. In addition, the program shall provide for the safe and orderly movement of traffic and for effective storm response. Successive completion of a snow event is defined as ensuring that all streets in the City are safe and passable. The snow removal program is intended to start with Priority 1 streets, then moving immediately to Priority 2 streets and then to Priority 3 streets. Snow and ice removal activities may include but are not limited to: de-icing, pre-treatment, ice cutting, snow plowing, and other miscellaneous winter maintenance or clean-up activities.

A. Contractor Role:

Oversee all aspects of a snow event, ensuring that the City Manager, Public Works Director and all required personnel are familiar with the current and anticipated future conditions. Coordinate with the City and other contractors at all times. When a storm is predicted, operators will be notified by the Contractors management, and will be required to standby for immediate availability. Supervisors may be exclusively dispatched at the beginning of a storm to evaluate roadways and spot-treat surfaces where necessary. If the storm intensifies, the City Manager, Public Works Director and/or their designee will be advised when the contractor mobilizes equipment.

The Contractor shall work with the City Manager, Public Works Director (or their designee) to develop a coordinated plan and protocol for response to police, fire, and medical emergencies during snow and ice events. The Contractor's Field Personnel will maintain regular contact with the City Manager, Public Works Director (or their designee), relaying current weather conditions, road conditions, and staffing levels, and recommending additional deployment or material applications as the situation dictates. Contractor's supervisory staff will be available at all times during snow events and communicate with the City Manager, Public Works Director (or their designee) during all phases of snow events in accordance with the established protocols.

II. Plowing Equipment

The snow removal contractor shall provide the appropriate and minimal specified equipment and support services to meet the goals of The City of Castle Pines Snow and Ice Control Plan. Plowing operations are performed by plow trucks which consist of tandem axle or single axle trucks equipped with a plow and an anti-icing or deicing material spreader (see Exhibit F-1).

The Contractor shall provide snow removal vehicles meeting the following minimum requirements.

- De-icing distribution equipment shall be appropriately sized to the vehicle's rated capacity. Undersized or inadequate equipment may be rejected for use by the City and shall be replaced with adequate equipment at no additional cost to the City.
- The contractor shall maintain a reserve fleet of operational ready vehicles and equipment to replace any vehicle or piece of equipment that breaks down or fails to properly function during snow or ice removal operations.
- All snow plows shall be adjustable for left or right direction of throw from within the cab of the vehicle.
- All material distribution equipment shall be calibrated according to the equipment manufacturer's standards or specifications prior to the winter season.
- The City reserves the right to inspect the contractor's vehicles at any time during the term of the agreement or contract for services. Following any inspection initiated by the City, the City

reserves the right to ensure that the contract makes repairs and/or adjustments to the trucks and associated equipment in order that the same properly functions during all snow or ice removal operations.

III. Personnel

Minimum experience of snow plow drivers employed for work on City streets shall be two (2) years. Each driver shall receive pre-season training in the safe operation of plow trucks and all snow removal equipment.

Snowplow operators may be required to work up to a twelve (12) hour shift when necessary. Because of safety concerns, no operator shall work more than a twelve (12) hour continuous shift in any twenty-four (24) hour period. Snow control operations will continue twenty-four (24) hours per day until storms subside and the primary roadway network is in serviceable condition.

The driving record of all of the contractor's drivers assigned to snow routes within the City shall be submitted to the City. The City reserves the right to deny drivers with unsafe or questionable driving records from operating snow removal vehicles within the City. It is the contractor's responsibility to provide personnel capable of safely performing their assignments.

IV. Reporting

Definition: Lane-miles - the 12-foot width of a normal traffic travel lane having a nominal length of 1 mile. The length of one mile is based on the center-line length of the street without regard to the true length of the travel lane which is impacted by offset from the centerline, horizontal alignment, and vertical curvature. Lane miles on any segment of street are not adjusted to compensate for turning lanes, shoulders, gutter pans, median pavements, and other paved appurtenant areas contiguous to a travel lane. Monthly reports shall be provided to the City within 6 business days after the month end.

A pre-season report shall be provided to the City. The pre-season report shall include information required to document compliance of the vehicles and equipment, driver training, drivers contact information, managements contact information, equipment calibration, a conformance with other general standards and specifications required under terms of the contract. No work shall be performed until the City has accepted and approved the pre-season report.

Hours of billable work for each size and type of vehicle/equipment utilized by date and the designed route on which the work was performed.

V. Payment

Payments to the Contractor shall be made on the following basis.

- Hourly Rates shall be paid for each vehicle when in use within the corporate limits of Castle Pines and fully functional with a qualified driver as required under this contract. No reduction in payment will be made for vehicles that leave the city limits for material resupply and return within a reasonable timeframe.
- Hourly Rates shall apply to vehicles and equipment of the various sizes and types listed in Exhibit F-1. No separate payment will be made for vehicles or equipment utilized without fully functional capabilities. The use of unqualified drivers shall be justification for denial of payment. Payment for idle equipment shall be limited to normal regular intervals for checking equipment and reloading of material supplies.
- Material Costs shall be reimbursed to the contractor at and for the unit prices listed on the Bid Form and accounted for within the normal application limits.
- All monthly reports are subject to review, audit, and approval by the City prior to payment of the accompanying invoice. Payment may be withheld by the City without penalties or interest

on any disputed amount.

VI. Technical Specifications for Snow Removal

The Contractor shall comply with the following standards for providing snow and ice removal and related services.

Vehicles shall not divert from the assigned routes except for emergencies coordinated with the fire department, ambulance service, City Manager, Public Works Director, designee or sheriff's office.

All vehicles shall follow City-approved pre-planned routes for effective coverage. All roads shall be in an acceptable condition before snow or ice removal operations are temporarily or finally suspended.

B. Priority 1 {arterial}:

The City requires that the Contractor deploy personnel and equipment to maintain Priority 1 roadways first. These streets are the arterial streets and those routes tied to school and emergency service response. Once Priority 1 streets are considered safe and passable, the City will move to Priority 2 roads.

Snowplowing and/or ice control operations will be performed on all Priority 1 streets for every storm when an accumulation of snow is one (1) inch or more or the roadways are considered unsafe for vehicular travel.

All arterial routes shall be cleared to the Near Normal/Mostly Clear condition, as shown in the following photographs, prior to suspending operations.

- Castle Pines Parkway; Monarch Boulevard; Lagae Road; Mira Vista Lane
- Streets providing access for emergency services (fire stations, school zones, & medical facilities).

C. Priority 2 (collector):

Snowplowing will be performed on Priority 2 (collector streets) when Priority 1 roads have been deemed passable. These streets typically connect arterial streets to residential streets.

All collector routes shall be cleared to the Partly Covered condition, as shown in the following photographs, prior to suspending operations.

- Daniels Gate Road/Griggs Road; Buffalo Trail; Hidden Pointe Boulevard; Crossing Circle; Oxford Drive; Shoreham Drive; Yorkshire Drive

D. Priority 3 (local):

Snowplowing will be performed on Priority 3 (local streets) after Priority 1 and 2 streets are considered passable.

All local routes shall be cleared to the Covered condition, as shown in the following photographs, prior to suspending operations.

- All streets not classified as a Priority 1 or 2 street are considered as local street.

E. Ice Maintenance

If conditions occur that create icing in vehicle travel lanes that are determined to be unsafe, the ice may be removed. These actions will be performed under the same 1-arterial and 2-collector priority system that streets are plowed and are subject to the availability of personnel and equipment and at the direction of the City.

F. Liquid and Solid De-icing Chemicals

A variety of materials may be used for snow and ice control. The Contractor will apply snow removal materials based on current and predicted weather conditions.

Snow and ice control materials will be used on local streets only in the following conditions:

- roadway grades exceeding 7 percent(%) or greater (e.g. 100ft long x 7 ft tall)
- storm water inlets
- traffic stopping sign conditions deemed critical

G. Plowing Procedure

Snow will be plowed in a manner to minimize traffic obstructions. The center of the roadway will be plowed first, if applicable. The snow is then pushed from inside to outside on two-way streets on subsequent plowing passes. On one-way streets or where there is a wide center median, snow may be pushed in either direction. The plow discharge shall go onto the area in and/or behind the curb on primary streets and into the parking area and behind the curb on secondary streets.

Snow in cul-de-sacs will normally be plowed to the center to provide the largest turning radius possible for emergency vehicle ingress and egress. When a plow goes onto a bridge, the driver shall slow down so snow does not go over the bridge, if possible.

Additional passes by a front-end loader, grader and/or plow truck will be made on streets when directed by the City Manager, Public Works Director or their designee, to remove accumulations of ice and smooth rutted streets. This activity will occur only after severe storms, during the clean-up process, or during extended periods of freeze/thaw to remove ice from streets. The Contractor is expected to remove windrows of snow across driveways that are created by snowplows, unless specifically requested by the City. Every attempt shall be made to avoid plowing large mounds of snow into driveways or across sidewalks.

H. Snow Stockpile Removal

The City Manager, Public Works Director or their designee, will determine if snow will be removed from an area by loader and truck. Such snow removal may occur in areas where there is no room on the street or behind the curb for snow storage and in areas where accumulated piles of snow create a hazardous condition. Snow removal/hauling operations may not commence until other snowplowing operations have been completed. Snow removal operations may be delayed depending on weather conditions, personnel and budget availability.

VII. Penalties for Noncompliance

Over use of material : Should the Contractor exceed the maximum application rate of deicing materials, the value of the excess materials applied shall be deducted from any payment due. Adjustments to the normal application rate will be accommodated when the Contractor is directed by the City Manager, Public Works Director or designee to increase or decrease the application rate to adjust to storm conditions.

Should the Contractor fail to properly assess the pre-storm conditions or fail to provide the necessary equipment in a timely manner, the City reserves the right to assess damages for the cost of engaging services of another contractor at cost + 115% of the value of all vehicles/equipment utilized between the time of notification to the Contractor and the time all of the Contractor's vehicles are in operation within the City.

Snow Condition Examples



Near Normal/Mostly Clear



Near Normal/Mostly Clear



Partly Covered



Partly Covered



Covered



Covered

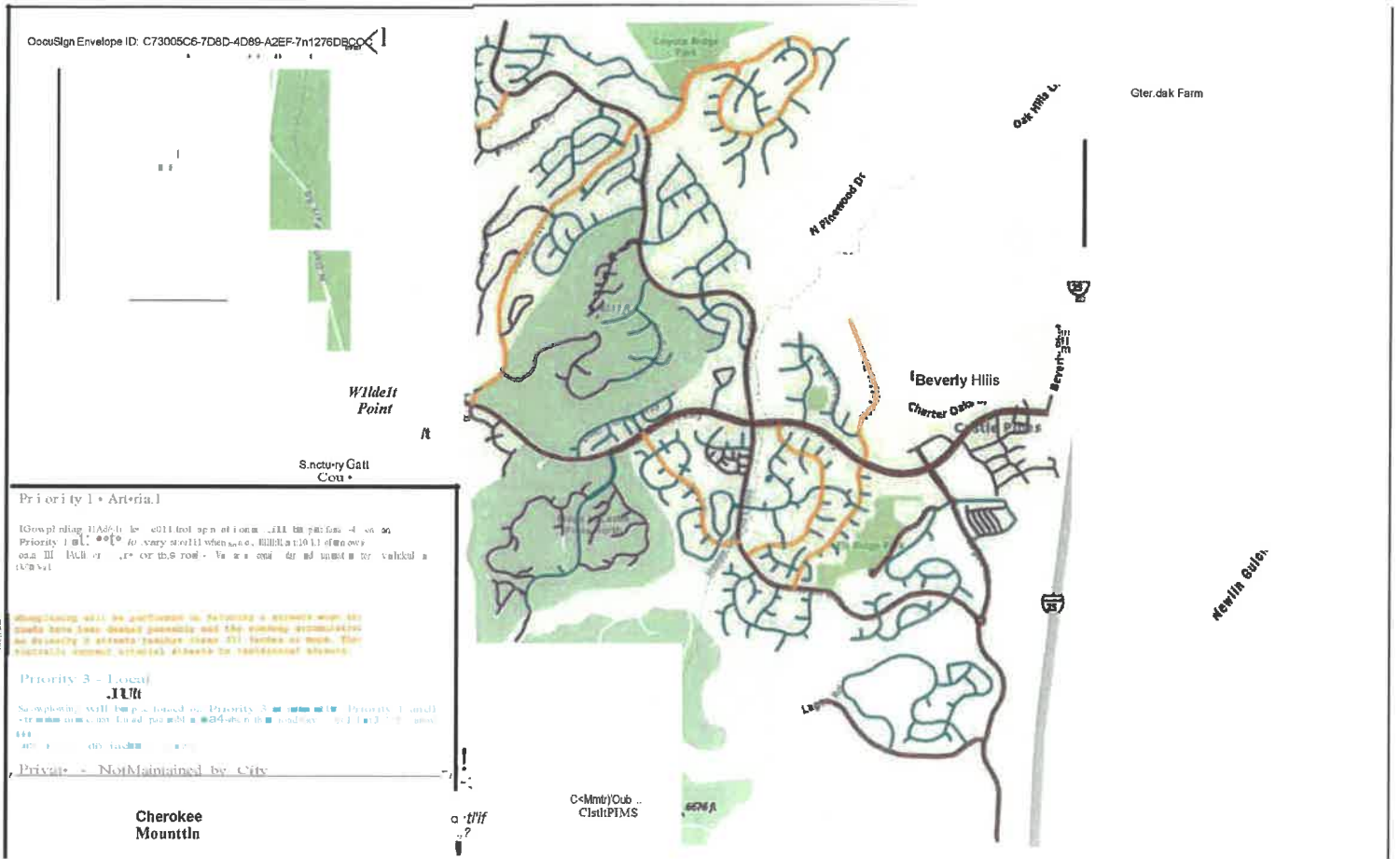


Exhibit B
Compensation

Equipment Description	Unit	Quantity	2019 Hourly Rate
1 Ton 4X4 w/Plow	HR	1	\$ 90.00
Tandem Axle Dump Truck w/Plow & Material Distributor	HR	1	\$ 170.00
Single Rear Axle Dump Truck w/Plow & Material Distributor	HR	1	\$ 140.00
1 Ton 4X4 w/Plow	HR	1	\$ 90.00
Front End Loader	HR	1	\$ 172.00
Road Grader	HR	1	\$ 212.00
Ice Slicer	TN	1	\$ 143.00
Hand Labor	HR	1	\$ 45.00
Supervisor w/4X4 Truck	HR	1	\$ 87.00