

LINCOLN STATION METROPOLITAN DISTRICT

8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Phone: 303-779-5710
www.LincolnStationMD.com

NOTICE OF SPECIAL MEETING AND AGENDA

DATE:	Tuesday, September 12, 2023
TIME:	8:00 a.m.
LOCATION:	<p>To attend via Microsoft Teams, select this link (or copy link into your browser):</p> <p>https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjU3NzhkZDUtODgyYi00ZTAwLTk4MjQtYzk5NTZmNGJkNTNl%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d</p> <p>To attend via telephone, dial 1-720-547-5281 and enter the following: Phone Conference ID: 336 091 157#</p>

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Nathan Melchior	President	May, 2025
Jeremy Bayens	Secretary/Treasurer	May, 2025
James R. Francescon	Assistant Secretary	May, 2025
Natalie L. Dustman	Assistant Secretary	May, 2027
VACANT	Assistant Secretary	May, 2027

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notice.
- D. Public Comment.

Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

E. CONSENT AGENDA

These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests; in which event, the item(s) will be removed from the Consent Agenda and considered in the Regular Agenda.

1. Consider approval of July 26, 2023 Special Meeting Minutes (enclosure).

II. FINANCIAL MATTERS

- A. Discuss refunding options.

III. LEGAL MATTERS

- A. Discuss new legislation and set annual meeting for Wednesday, November 15, 2023 at 10:00 a.m.
- B. Discuss improvements to the area in front of One Lincoln Station and associated maintenance responsibilities (enclosure).
- C. Discuss signage illustrating improvements and associated maintenance.

IV. MANAGER MATTERS

- A. Review and consider approval of Storm Water Maintenance Task Order Services Contract with C&L Water Solutions, Inc. (enclosure).
- B. Review and consider approval of Amendment to Snow Management Services Contract with Snow Management Services, LLC for 2023-2024 season (enclosure).

V. DIRECTOR MATTERS

VI. OTHER BUSINESS

VII. ADJOURNMENT

**The next Board meeting is scheduled for
Monday, September 25, 2023 at 11:00 a.m.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
LINCOLN STATION METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
JULY 26, 2023

A special meeting of the Board of Directors of the Lincoln Station Metropolitan District (referred to hereafter as the “Board”) was convened on Wednesday, July 26, 2023, at 2:00 p.m., via Microsoft Teams conference call. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Nathan Melchior, President
Jeremy Bayens, Secretary/Treasurer
Natalie L. Dustman, Assistant Secretary
James R. Francescon, Assistant Secretary

Also, In Attendance Were:

Anna Jones, Shauna D’Amato and Carrie Beacom; CliftonLarsonAllen LLP (“CLA”)
Alicia J. Corley; Icenogle Seaver Pogue, P.C.
Michael Lund; Piper Sandler & Co.

ADMINISTRATIVE MATTERS

Call to Order and Approval of Agenda: The meeting was called to order at 2:03 p.m. by Director Melchior. Following review, upon a motion duly made by Director Melchior, seconded by Director Dustman and, upon vote, unanimously carried, the Board approved the agenda, as amended, to add consideration of approval of proposals from Bailey Tree and CDR Construction under Manager Matters and a discussion of the proposed improvements at One Lincoln Station under Legal Matters.

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements of Colorado law that certain disclosures would be required prior to taking official action at the meeting. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable written disclosures made by the Board members prior to this meeting in accordance with statute to permit official action to be taken at the meeting. Additionally, the Board determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Board to act.

Director Melchior disclosed his association with Spectrum Properties, Ltd. This disclosure is associated with approval of items on the agenda that may affect his interests.

RECORD OF PROCEEDINGS

Director Dustman disclosed her ownership interest in Century Communities, Inc., which owns property within the District. Director Dustman also disclosed that she is employed by Century Communities, Inc. This disclosure was associated with approval of items on the agenda that could affect her interests.

Director Francescon disclosed his ownership interest in Century Communities, Inc., which owns property within the District. Director Francescon also disclosed that he is employed with Century Communities, Inc. This disclosure was associated with approval of items on the agenda that could affect his interest.

It was noted by Attorney Corley that disclosures of potential conflicts of interest were filed with the Secretary of State and Board for Directors Melchior, Dustman, and Francescon, and no additional conflicts were disclosed at the meeting.

Quorum/Confirmation of Meeting Location/Posting of Notice: Quorum was confirmed and the meeting was properly noticed.

Public Comment: None.

CONSENT AGENDA

The Board considered the following actions:

- **Approve June 21, 2023 Special Meeting Minutes**
- **Approve and/or Ratify Claims Totaling \$123,730.83**

Ms. Jones presented the consent agenda to the Board. Following review and discussion, upon a motion duly made by Director Bayens, seconded by Director Dustman and, upon vote, unanimously carried, the Board approved and/or ratified the consent agenda, accordingly.

FINANCIAL MATTERS

Refunding Options:

Financial Plan Prepared by Piper Sandler & Co.: Mr. Lund presented the refinancing options to the Board. Following review and discussion, upon a motion duly made by Director Melchior, seconded by Director Dustman and, upon vote, unanimously carried, the Board approved to move forward with pursuing refinancing options with NBH Bank, subject to review and approval of the sensitivity analysis. Mr. Lund will develop a sensitivity analysis and circulate for the Board's review.

Request for Proposal to Serve as Lender Prepared by Piper Sandler & Co.: No action taken at this time.

RECORD OF PROCEEDINGS

LEGAL
MATTERS

Improvements to One Lincoln Station Outdoor Space: This has been confirmed that this is One Lincoln Station's property. No action was taken at this time.

MANAGER
MATTERS

Proposal from Tryg Group, LLC for Remove Terminal Unit ("RTU") Inducer Motor Assembly Replacement in the Amount of \$2,019.00: Following review and discussion, upon a motion duly made by Director Melchior, seconded by Director Bayens and, upon vote, unanimously carried, the Board approved the proposal from Tryg Group, LLC for the RTU inducer motor assembly replacement in the amount of \$2,019.00.

Proposal for Tree Removal and Maintenance from Bailey Tree LLC in the Amount of \$4,185.00: Mr. Jones reviewed the proposal with the Board. Following review and discussion, upon a motion duly made by Director Dustman, seconded by Director Bayens and, upon vote, unanimously carried, the Board ratified approval of the tree removal and maintenance proposal from Bailey Tree LLC for an amount not to exceed \$4,185.00.

Proposal of Various Maintenance and Repairs from CDR Construction, LLC: Following review and discussion, upon a motion duly made by Director Bayens, seconded by Director Melchior and, upon vote, unanimously carried, the Board approved the proposal of various maintenance and repairs from CDR Construction, LLC for an amount not to exceed \$9,500.00.

DIRECTOR
MATTERS

Director Bayens provided an update on the apartments project.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Melchior, seconded by Director Bayens and, upon vote, unanimously carried, the meeting was adjourned at 2:45 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

limegreen
DESIGN

LANDSCAPE ARCHITECT:
Mathew Evans
1165 S. Pennsylvania St., # 120A
Denver, Colorado 80210
P 303.733.7558
mevans@lgdinc.com

Exterior Improvements
One Lincoln Station
9380 Station Street, Lone Tree, CO 80124

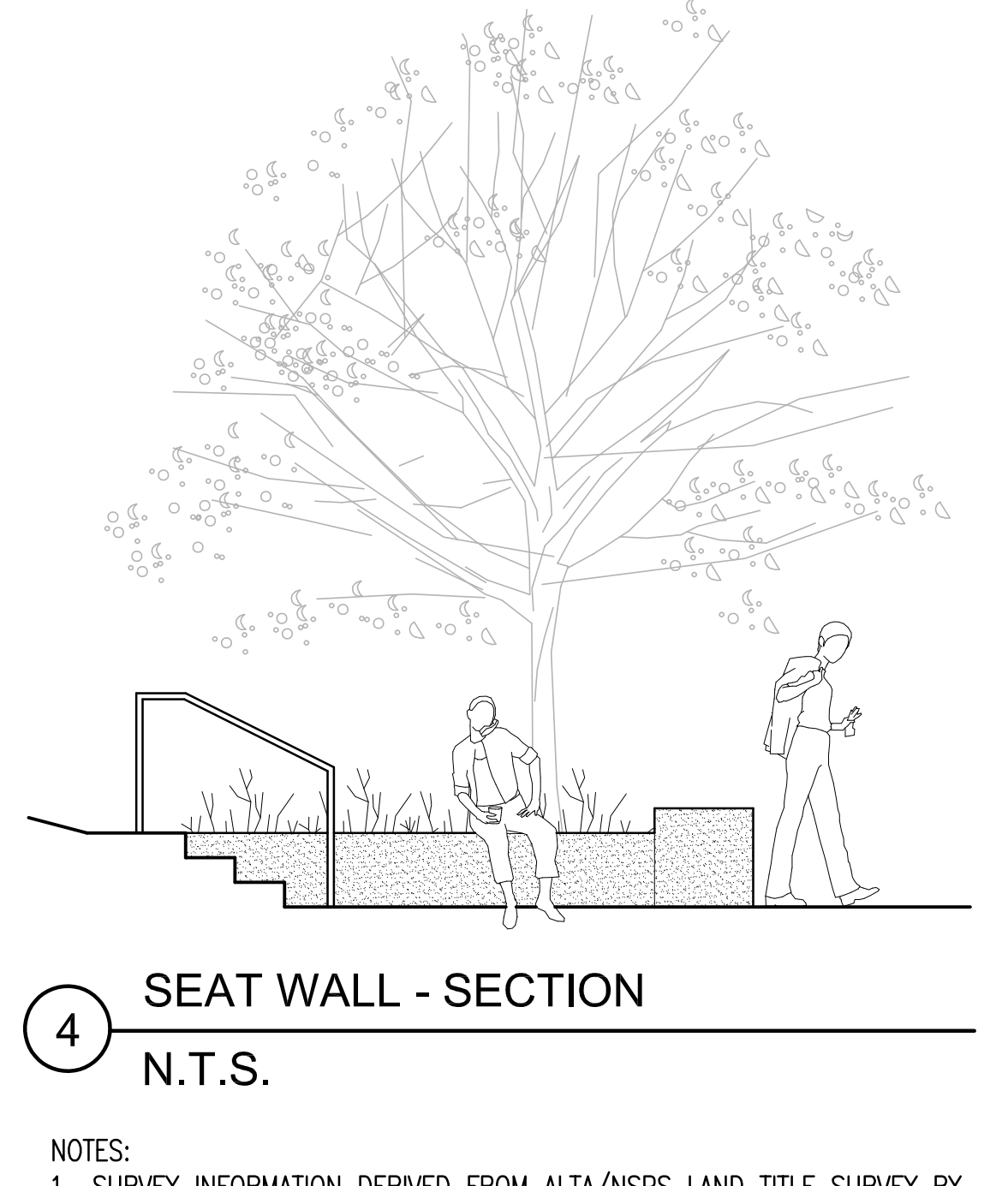
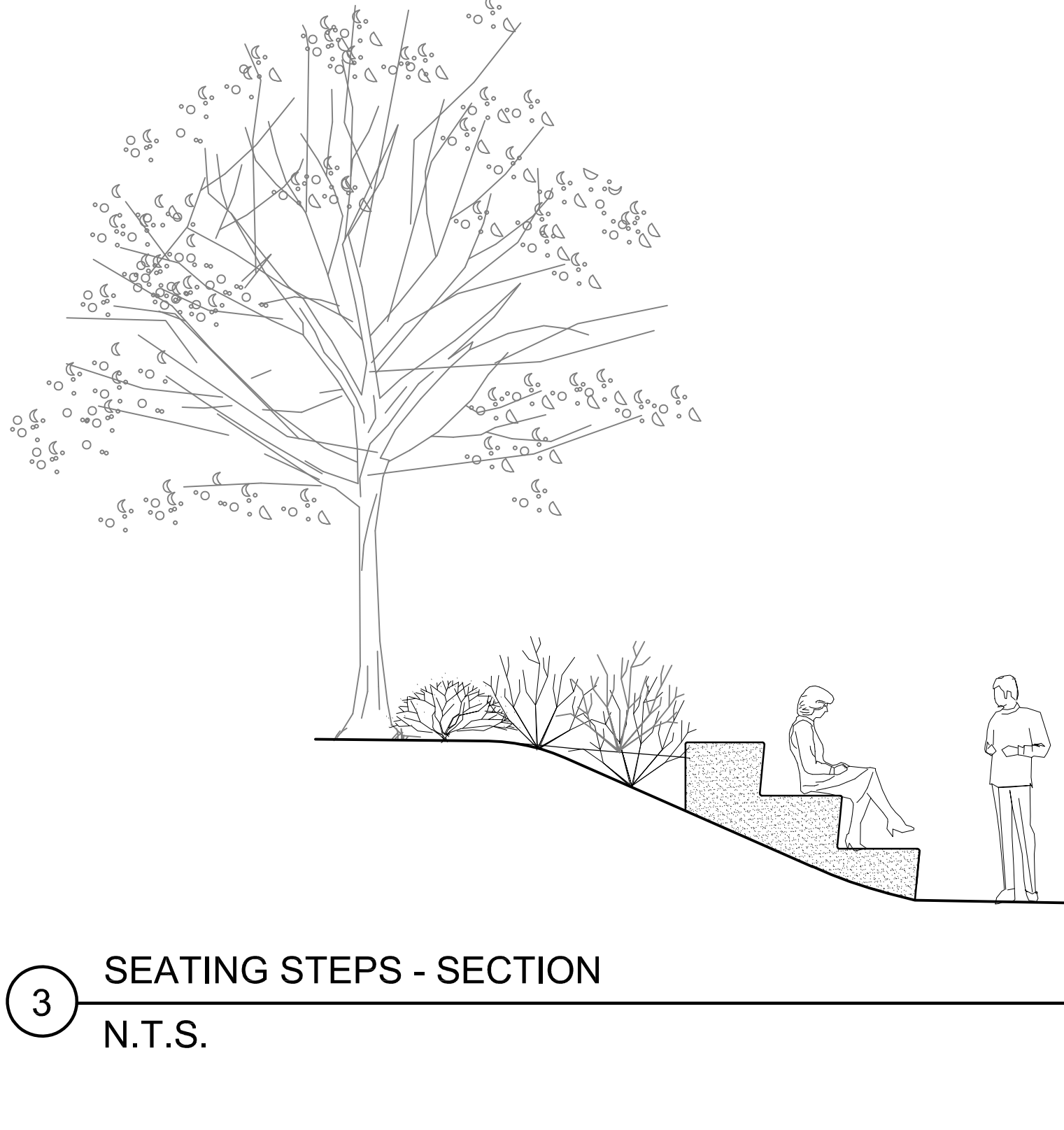
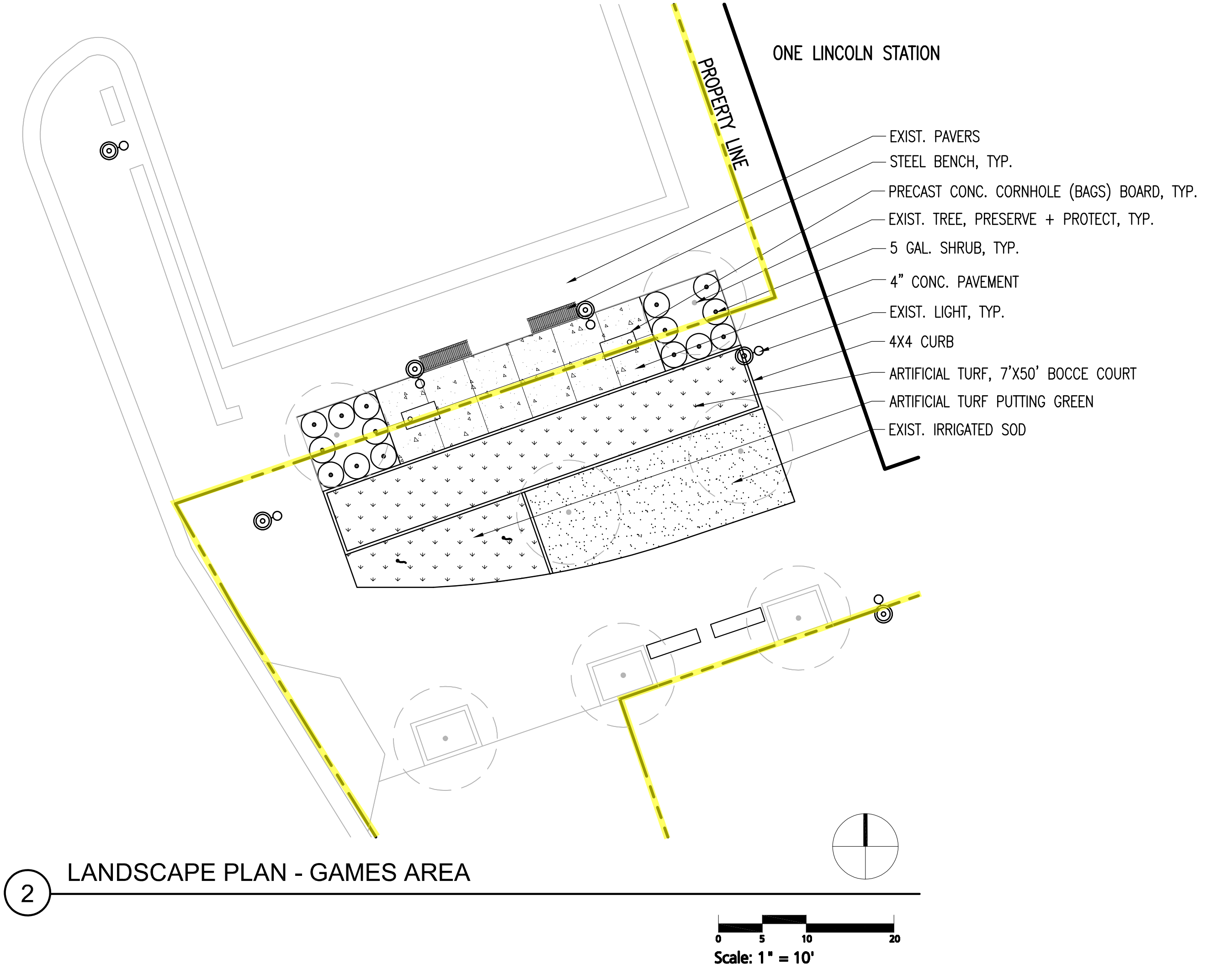
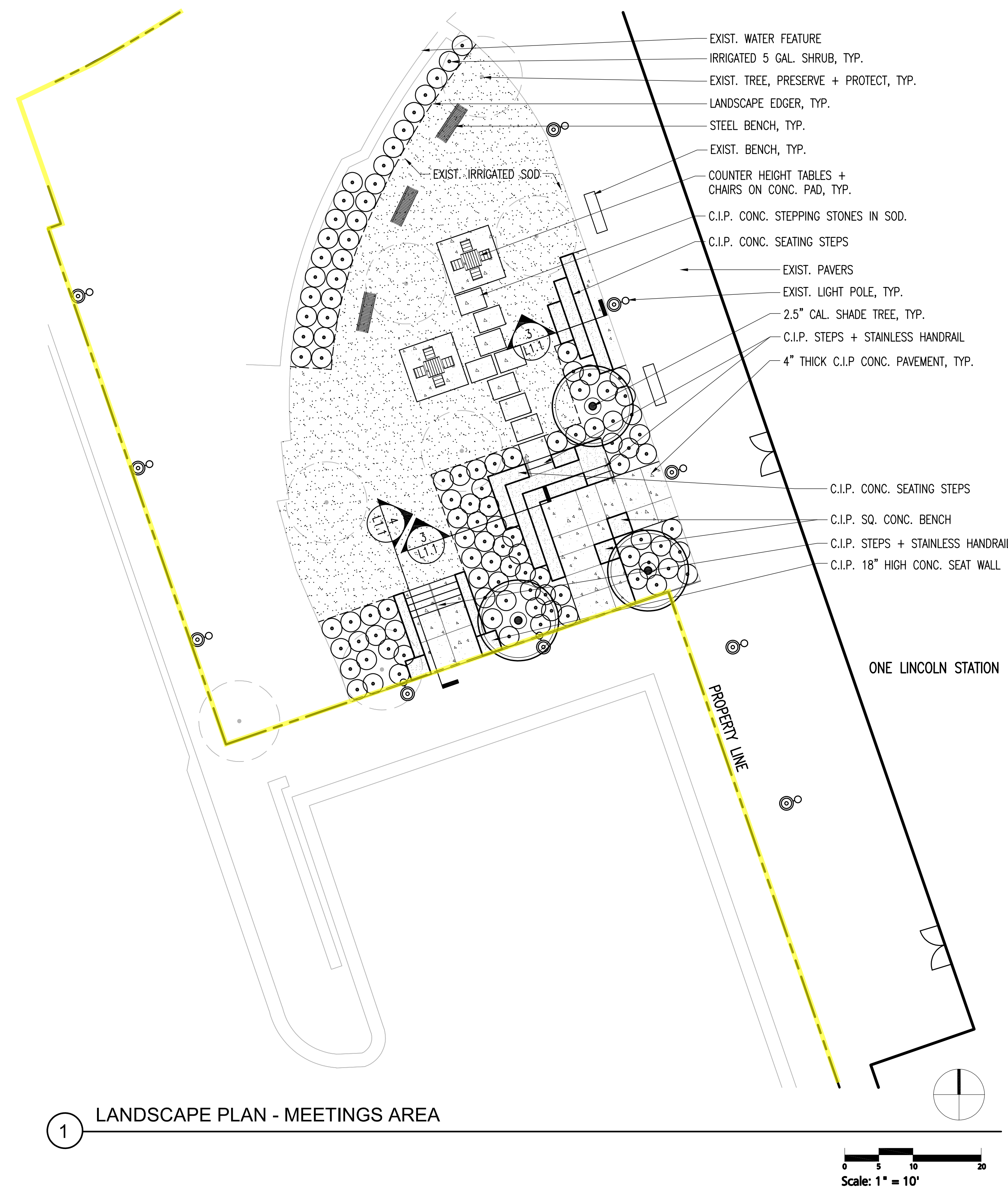
NOT FOR CONSTRUCTION

JOB NUMBER: 006-23
DESIGNED: MDE
DRAWN: MDE
CHECKED:
ISSUE: Schematic Design
ISSUE DATE: August 22, 2023
REVISIONS

SHEET TITLE:
Landscape Plan

SHEET NUMBER:
L1.1

© LIME GREEN DESIGN, INC. 2023
ALL RIGHTS RESERVED



NOTES:
1. SURVEY INFORMATION DERIVED FROM ALTA/NSPS LAND TITLE SURVEY BY AZTEC CONSULTANTS, INC., FEBRUARY 28, 2018.
2. NO TOPOGRAPHIC AND UNDERGROUND UTILITY INFORMATION IS AVAILABLE TO VERIFY THAT THE LAYOUT AND EXTENTS OF THE PROPOSED IMPROVEMENTS ARE CONSTRUCTIBLE AS SHOWN. VERIFICATION OF THE LAYOUT AND POSSIBLE MODIFICATIONS TO THE LAYOUT AND EXTENTS OF THE IMPROVEMENTS WILL NEED TO BE VERIFIED USING CURRENT TOPOGRAPHIC AND UTILITY SURVEY INFORMATION.
3. PROPOSED SCHEMATIC DESIGN IMPROVEMENTS ARE NOT FOR CONSTRUCTION.

GAMES PLAZA...PROVIDE A PLACE FOR PLAYERS AND THE PEANUT GALLERY. CORNHOLE, ARTIFICIAL TURF PUTTING GREEN/BOCCE COURT



MEETING SPACE...NESTLE SMALL AMPHITHEATER INTO BERM, SCREEN FROM STREET WITH SHRUBS, REPLACE DYING TREES FOR SHADE, PROVIDE ACCESS UP TO BISTRO TABLES + BENCHES ON BERM

August 18 2023



Preferred Concept
One Lincoln Station | Lone Tree, CO

ALTA/NSPS LAND TITLE SURVEY

PARCELS OF LAND LOCATED IN THE EAST HALF OF SECTION 10,
TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF LONE TREE, COUNTY OF DOUGLAS, STATE OF COLORADO

SCALE 1"=20'
 DESIGNED BY JRW
 DRAWN BY MPW
 DATE 02/26/2018

NO.	DATE	BY	REVISION DESCRIPTION

AZTEC
CONSULTANTS, INC.

300 East Mineral Ave., Suite 1
 Littleton, Colorado 80122
 Phone: (303) 713-1898
 Fax: (303) 713-1897
 www.aztecconsultants.com
 ghoysen@aztecconsultants.com

ALTA/NSPS LAND TITLE SURVEY
 E1/2, SEC. 10, T6S, R67W, 6TH P.M.
 LONE TREE, DOUGLAS COUNTY, COLORADO

PREPARED FOR
 PEDERSON & HOJPT
 161 NORTH CLARK STREET, SUITE 2700, CHICAGO, IL 60601

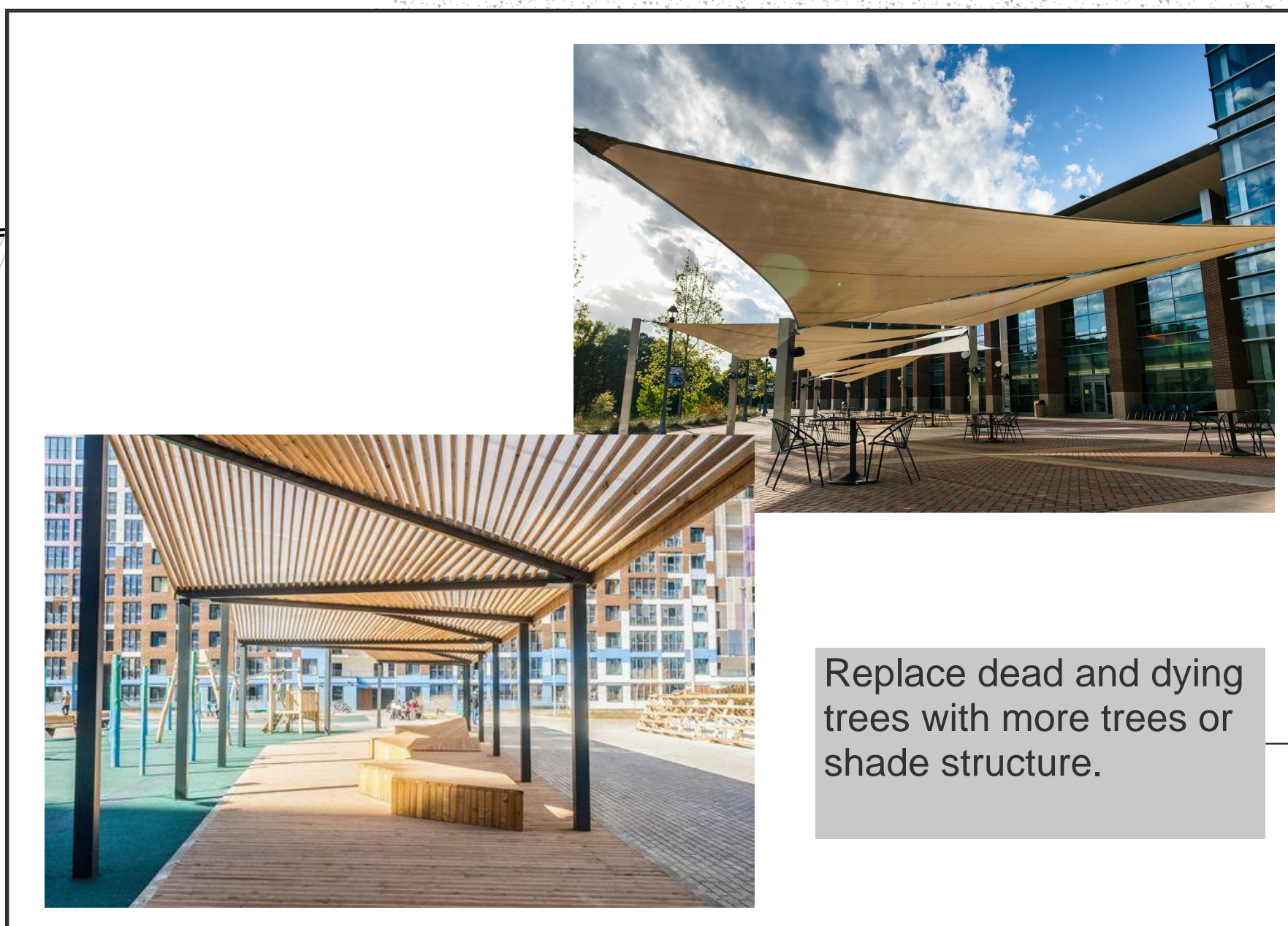
SHEET
5
 OF 8 SHEETS

JOB NO. 129418-02

SEE SHEET 4

SEE SHEET 7

SEE SHEET 6



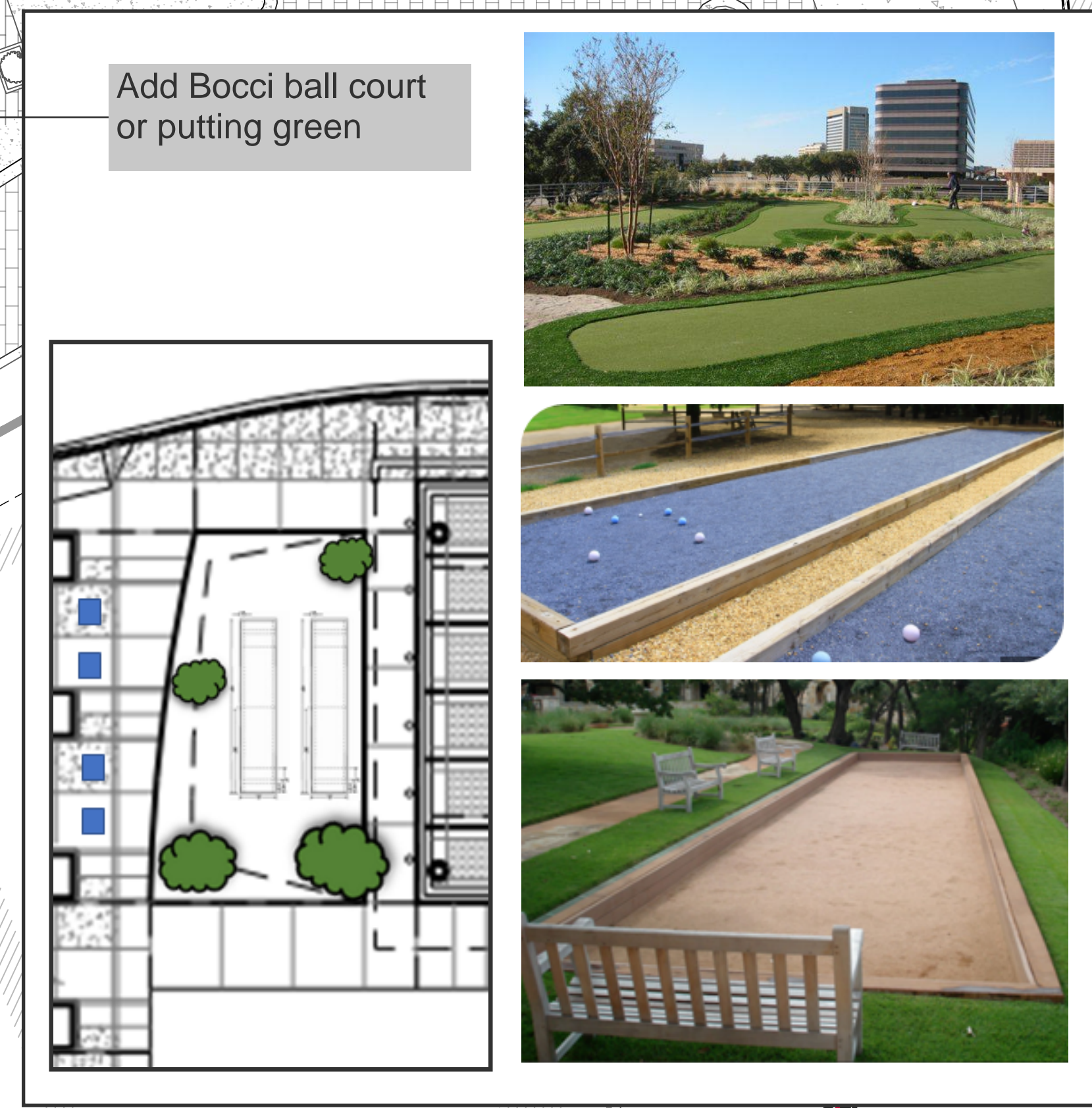
Replace dead and dying trees with more trees or shade structure.



Addition of tiered concrete seating to mimic the adjacent waterfall feature.



Replace turf with xeriscape plants



Add Bocci ball court or putting green



**LINCOLN STATION METROPOLITAN DISTRICT
STORM WATER MAINTENANCE
TASK ORDER SERVICES CONTRACT**

This **STORM WATER MAINTENANCE TASK ORDER SERVICES CONTRACT** (“Contract”) is entered into effective as of September __, 2023, by and between LINCOLN STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Title 32 of the Colorado Revised Statutes (the “District”), and C&L WATER SOLUTIONS, INC., a Colorado corporation (the “Contractor”).

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its approved service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting its affairs; and

WHEREAS, the District has determined that it requires the performance of various storm water maintenance services; and

WHEREAS, the District desires to engage the Contractor to render these services; and

WHEREAS, the Contractor desires to render said services; and

WHEREAS, the parties desire to enter into this Contract to establish the terms and conditions by which the Contractor shall provide the services to the District.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES/TASK ORDERS.

The Contractor may be requested by the District from time to time to provide storm water maintenance services of the general nature detailed in the “Scope of Services,” attached hereto and incorporated herein as **Exhibit A**, in accordance with this Contract. The District and the Contractor may mutually agree in writing, from time to time, to have the Contractor provide storm water maintenance services to the District by entering into a “Task Order,” in the form attached hereto as Exhibit B, each of which shall be attached hereto and incorporated herein as **Exhibit B** and shall be governed by the provisions of this Contract (the “Services”). Nothing but a written Task Order signed by both parties shall bind the District. Each Task Order shall include the following information: a description of the Services, the fees to be charged by and paid to the Contractor for

the Services, the term of the Task Order (including the commencement and completion dates), and any other terms mutually agreed to by the parties. The Contractor, at its sole cost and expense, shall provide all of the services, management, supervision, labor, materials, administrative support, supplies, and other equipment necessary for completing the Services detailed in each Task Order. In the event of inconsistency between this Contract and a Task Order, this Contract will govern as to the inconsistent matter(s). Unless otherwise agreed, by the parties, Services conducted on a time and materials basis shall be at the rates attached hereto and incorporated herein as **Exhibit C**, if any.

2. COMPENSATION.

2.1. Compensation for Services. The District shall compensate the Contractor for all labor, equipment, and material necessary to provide the Services, subject to the District's annual appropriations and in accordance with and subject to all of the conditions in this Contract as provided in the applicable Task Order(s); provided, however, the compensation amount for all Services performed under this Contract shall not exceed Fifty Thousand Dollars (\$50,000) per calendar year (the "Compensation"). The Compensation is inclusive of all reimbursable expenses and shall not be exceed without written authorization of the District.

2.2. Payments. The Contractor shall submit monthly invoices to the District for Services satisfactorily performed during each month of the term of this Contract. The District's approval of invoices shall be a condition of payment. All invoices shall be addressed to the District as follows: Anna Jones, CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, Colorado 80111, anna.jones@claconnect.com.

2.3.1. Requirements for Payment.

a. Invoices. The Contractor's invoices shall be in a format acceptable to the District, shall be supported by cost information in such detail as may be required by the District and shall be sufficient to substantiate all items for a proper audit and post audit thereof.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. Unsatisfactory Invoices or Services. The District may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The District may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Services upon termination of this Contract.

2.3.3. Right of Set-off. Without prejudice to any other right or remedy it may have, the District reserves the right to set off at any time any amount owing to it by the Contractor against any amount payable by the District to the Contractor under this Contract.

2.4. Time of Payments. The District shall render payment to the Contractor within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the District's receipt of the invoice.

2.5. In compliance with Section 24-91-103.6, Colorado Revised Statutes, the following statements are included in this Contract:

2.5.1. The District has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

2.5.2. The District is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the District that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

2.5.3. Any form of order or directive issued by the District requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the District to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

3. TERM.

The Contractor shall commence the Services when the District gives the Contractor notice to proceed for each applicable Task Order. The Contractor shall complete all Services as provided in the applicable Task Order. The term of this Contract shall commence on the Effective Date and shall terminate on December 31, 2023. Thereafter, the Contract shall automatically renew on January 1st for an additional 1-year term through December 31, 2024, unless the Contract is terminated by the exercise of the termination provisions specified herein, whichever occurs first, provided further that, such renewal shall be subject to the District's annual budget and appropriation for the anticipated Services for the ensuing year.

4. GENERAL PROVISIONS/REPRESENTATIONS.

4.1. Inspections/Services. The Contractor has familiarized itself with the nature and extent of the Contract, Task Orders, and the proposed Services. To the extent the Contractor deems necessary, the Contractor has inspected the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts them for such performance.

4.2. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

4.3. Professional Standards. The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence applicable to contractors engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. Performance During Term. The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract

4.5. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. Personnel. The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. Licenses. The Contractor represents that the Contractor and its personnel have all licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. Mechanics' Liens. The Contractor acknowledges that the Services are provided in connection with a public project that is subject to Sections 38-26-101 *et seq.*, Colorado Revised Statutes., and therefore, the Contractor acknowledges that the Services are not subject to Sections 38-22-101 *et seq.*, Colorado Revised Statutes ("General Mechanics' Liens"). Nevertheless, to the extent that any portion of the Services are subject to the assertion of a mechanic's lien under the General Mechanic's Liens statute, then the Contractor hereby forever waives and releases any and all rights, which may now or heretofore exist or accrue, to record a lien thereon for any work or services performed, materials or equipment furnished, or labor supplied, to the maximum extent permitted by law. The Contractor will (i) make timely payments to the Contractor's employees,

subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the District and/or its property, which liens result from the Services performed by the Contractor under this Contract. In the event that any subcontractor, laborer, supplier, or any other person for whom the Contractor is responsible in connection with this Contract records a lien against the District, any such lien rights being expressly waived pursuant to this Section, then the Contractor shall indemnify, save harmless, and defend the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, to the extent arising directly or indirectly in any manner whatsoever out of such lien. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will cause such lien to be discharged or bonded within ten (10) days after its filing. If the Contractor fails to cause such lien to be discharged or bonded within such ten (10) day period, the District, in addition to any other available remedy, may bond or discharge the lien and, at the District's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid. The provisions of this Section are intended to comply with the provisions of Section 13-50.5-102(8), C.R.S., and remain subject to the limitations set forth therein.

4.9. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained.

5. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), Colorado Revised Statutes, to the extent applicable to this Contract, the Contractor shall indemnify, defend, and hold harmless the District and each of its directors, employees, agents, and consultants, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities, of, by, or with respect to third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this Contract and/or the Contractor's Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the District or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence, willful acts, or intentional torts of the District, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the District under this Section shall survive termination or expiration of this Contract.

The Contractor will promptly defend any action or actions filed in connection with Any Claims and will pay all judgments, costs, and expenses, including legal costs and attorneys' fees incurred in connection with Any Claim. The District may protect its interest in defending against Any Claims by selecting its own counsel with legal costs and attorneys' fees paid for by the Contractor. The Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to defend in litigation, indemnify, or insure the District against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the District or any third party under the control or supervision of the District.

To the extent the terms of Section 13-50.5-102(8), Colorado Revised Statutes, are applicable to this Contract, the Contractor and the District hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), Colorado Revised Statutes, shall be conclusively determined by a trial court at the state level and (ii) the term "adjudication" used in Section 13-50.1-102(8)(c), Colorado Revised Statutes, shall mean a trial court order at the state level.

Insurance coverage requirements or limitations on damages specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor's own expense, additional insurance, if any, required to satisfy the terms of this Section.

6. INSURANCE.

6.1 General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and at any time thereafter necessary to protect the District, its directors, employees, agents, consultants and the Contractor from claims that arise out of or result from the operations under this Contract by the Contractor or by a subcontractor or a vendor or anyone acting on their behalf or for which they may be liable, the coverages set forth in subsection 6..2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the District. The District and its respective directors, officers, employees and agents shall be named as an additional insured as provided in subsection 7.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the District sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the District a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

6.2 Minimum Insurance Coverages.

6.2.1 Workers' compensation insurance in accordance with applicable law, including employers' liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

6.2.2 Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage;
- g. Explosion, collapse and underground (for contractors only);
- h. Contractors' limited pollution coverage (for contractors only); and
- i. Endorsement CG 2-503 or equivalent; general aggregate applies on a per project basis (for contractors only).

6.2.3 Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

6.2.4 Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

6.2.5 Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

6.2.6 All coverages specified herein shall waive any right of subrogation against the District and its directors, officers and employees.

6.3 Additional Insured Parties. The District and its respective directors, officers, employees and agents shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

6.4 Certificates of Insurance. Prior to commencing any Services under the Contract, the Contractor shall provide the District with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the

project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the District and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

6.5 Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

6.5.1 The Contractor's insurance coverage shall be primary insurance with respect to the District and its directors, officers and employees. Any insurance maintained by the District or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

6.5.2 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

6.6 Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the District (and its directors, officers and employees).

6.7 Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

6.8 No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

6.9 Additional Risks and Hazards. If the District requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the District, and the cost thereof shall be charged to the District.

6.10 Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 6. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 6. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon District request, submit them to the District for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

7. TERMINATION.

7.1. Types of Termination.

7.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an “Event of Default”) upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the District or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or insolvency or assignment for the benefit of creditors.
- f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.
- g. Termination of any subcontract for any substantial Services without the prior written consent of the District.

In addition to any other rights provided herein, upon an Event of Default, the District shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.1.2. Termination For Convenience. In addition to any other rights provided herein, the District shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, for convenience, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.2. Any Other Remedies Allowed by Law. The District shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

7.3. Payment and Liabilities Upon Termination.

7.3.1. Termination for Cause. If an Event of Default has occurred, the Contractor shall be liable to the District for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the District or any party acting on the District's behalf in completing the Services or having the Services completed (excluding changes in the Services by the District following such Event of Default). The District shall determine the total cost of the Services satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the District, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The District shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the District or the amount the District owes the Contractor.

7.3.2. Termination For Convenience. After termination for convenience, the Contractor shall submit a final termination settlement invoice to the District in a form and with a certification prescribed by the District. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the District upon written request of the Contractor within such thirty-day period. If the Contractor fails to submit the invoice within the time allowed, the District's payment obligations under this Contract shall be deemed satisfied and no further payment by the District to the Contractor shall be made.

7.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or for convenience, and unless otherwise directed by the District, the Contractor shall immediately proceed as follows:

7.4.1. Stop work on the Services as specified in the notice of termination; and

7.4.2. Take any action that may be necessary, or that the District may direct, for the protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

8. OWNERSHIP OF MATERIALS AND RISK OF LOSS.

All work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the District under all circumstances, whether or not the Services are completed. All work product shall be provided to the District at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the District's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make

them available for the District's use and provide such copies to the District, upon request, at commercial printing rates. At any time, the District may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above.

9. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS

9.1. Application of the Act. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

9.2. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

9.3. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the District, the District's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

10. INDEPENDENT CONTRACTOR.

It is the express intention of the parties that the Contractor is not employed by the District but is an independent contractor. An agent or employee of Contractor shall never be or deemed to be an employee or agent of the District. The District is concerned only with the results to be obtained. **AS AN INDEPENDENT CONTRACTOR, THE CONTRACTOR ACKNOWLEDGES AND AGREES, PURSUANT TO SECTION 8-40-202(2)(b)(IV), C.R.S., THAT IT IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT THE CONTRACTOR, AS AN INDEPENDENT CONTRACTOR, IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT RELATIONSHIP.**

11. ASSIGNMENT.

Neither the District nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

12. SUBCONTRACTORS.

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform, any portion of the Services performed under this Contract (each a “Permitted Subcontractor”), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 7.10 of this Contract.

13. MISCELLANEOUS

13.1. Time is of the Essence. The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

13.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by electronic mail, delivery receipt requested, (c) sent by United States certified mail, postage prepaid, return receipt requested (“US Mail”), or (d) placed in the custody of a nationally recognized overnight carrier for next day delivery (“Carrier”), and will be deemed given (i) when received, if delivered personally, (ii) on the day sent if sent during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m., if sent by electronic mail, (iii) 4 days after deposit, if sent by US Mail, or (iv) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this section:

Notices to District:

c/o CliftonLarsonAllen LLP
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, Colorado 80111
 Attn: Anna Jones
 Email: Anna.Jones@claconnect.com

With a copy to:

Icenogle Seaver Pogue, P.C.
 4725 South Monaco Street, Suite 360
 Denver, Colorado 80237
 Attn.: Tamara K. Seaver
 Email: TSeaver@isp-law.com

Notices to Contractor:

C& L Water Solutions, Inc.
12249 Mead Way
Littleton, Colorado 80125
Attn: Danny Braning
Email: DannyB@clwsi.com

13.3. Governmental Immunity. Nothing in this Contract or in any action taken by the District pursuant to this Contract or Task Orders shall be construed to be a waiver, in whole or in part, of any right, privilege or protection afforded the District or its Board of Directors, officers, employees, servants, agents or authorized volunteers pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

13.4. No Right or Interest in District Assets. The Contractor shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Contract or the performance of the Services contemplated herein.

13.5. Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriation. The District has appropriated sufficient funds for this Contract for the current fiscal year.

13.6. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

13.7. Contract Modification. The Contract may not be amended, altered or otherwise changed except by a written agreement signed by authorized representatives of the parties.

13.8. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13.9. Choice of Law. This Contract, all Task Orders, and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with the laws of the State of Colorado.

13.10. Venue. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Contract in any forum other than the state courts of the State of Colorado.

13.11. Binding Contract. This Contract shall inure to and be binding on the heirs, executors,

administrators, successors and assigns of the parties hereto.

13.12. No Third Party Beneficiaries. This Contract is entered into for the sole benefit of the District and Contractor, and no other parties are intended to be direct or incidental beneficiaries of this Contract, and no third party shall have any right in, under or to this Contract.

13.13. Severability. If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Contract shall be unenforceable.

13.14. Rules of Construction. For purposes of this Contract, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Contract as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Contract are for convenience only and shall not affect the interpretation of this Contract. Unless the context otherwise requires, reference herein to: (A) Sections and Task Orders refer to the Sections of this Contract and Task Orders made pursuant to this Contract, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulation promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

13.15. Electronic Signatures. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, Colorado Revised Statutes, as may be amended from time to time. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the District. The parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

13.16. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto entered this Contract effective as of the date first written above.

CONTRACTOR:

C&L WATER SOLUTIONS, INC.

By: _____
Its: _____

DISTRICT:

LINCOLN STATION METROPOLITAN
DISTRICT

By: _____
Its: _____

EXHIBIT A**SCOPE OF SERVICES**

The Contractor will perform stormwater system inspections, maintenance and repairs as requested by the District.

EXHIBIT B
TASK ORDERS

TASK ORDER NO. []

TASK ORDER NO. []

**LINCOLN STATION METROPOLITAN DISTRICT
STORM WATER MAINTENANCE
TASK ORDER SERVICES CONTRACT**

This Task Order authorizes the Contractor to initiate the Task(s) described herein pursuant to the above named Contract.

The Contractor is hereby authorized to undertake the following Task(s) and produce following deliverables, within the milestones set forth below, if any, pursuant to the Contract:

Task Order Start Date: _____
Task Order Completion Date: _____
Method of Compensation: _____
Task Order Price: _____

By the signature of their authorized representatives below, the District and the Contractor agree to the terms and conditions of this Task Order.

LINCOLN STATION METROPOLITAN
DISTRICT

By: _____
Its: _____

ATTEST:

C&L WATER SOLUTIONS, INC.

By: _____
Its: _____

ATTEST:

EXHIBIT C

RATES SCHEDULE

Not included.

**FIRST AMENDMENT TO
SNOW MANAGEMENT SERVICES CONTRACT
BY AND BETWEEN
LINCOLN STATION METROPOLITAN DISTRICT
AND
SNOW MANAGEMENT SERVICES, LLC**

This **FIRST AMENDMENT TO SNOW MANAGEMENT SERVICES CONTRACT** “Second Amendment”) is entered into this ___ day of September, 2023 by and between the **LINCOLN STATION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **SNOW MANAGEMENT SERVICES, LLC**, a Colorado limited liability company (the “Contractor”).

RECITALS

WHEREAS, the District and Contractor entered into that certain Snow Management Services Contract effective as of October 1, 2023 (the “Contract”); and

WHEREAS, the District and Contractor desire to amend the term of the Contract and the services to be performed; and

WHEREAS, in accordance with Section 13.6 of the Contract, the parties may modify the Contract upon mutual written agreement.

NOW THEREFORE, in consideration of the mutual covenants and stipulations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereto agree to amend the Contract as follows:

TERMS

1. SCOPE OF SERVICES. The scope of services described in Exhibit A to the Contract, Scope of Services, is hereby amended and replaced in its entirety with the Scope of Services attached hereto as **Exhibit A, Amended Scope of Services** and incorporated herein by reference.

2. FULL FORCE AND EFFECT. Except as expressly modified by this First Amendment, all other provisions of the Contract shall remain in full force and effect.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have entered this First Amendment on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

DISTRICT:

LINCOLN STATION
METROPOLITAN DISTRICT

By: _____
Its: _____

CONTRACTOR:

SNOW MANAGEMENT SERVICES, LLC

By: _____
Its: _____

EXHIBIT A

AMENDED SCOPE OF SERVICES

General

The Contractor will plow and shovel in the areas and as indicated in Exhibit A-1 attached hereto and incorporated herein (the "Property"). While it is the intent of this Contract to provide prompt and thorough snow removal services, it is expected that Contractor will use good judgment in conserving the snow removal funds of the District.

If District provides Contractor with an area to store sand, Contractor agrees that it shall place tarps or other protective material beneath stored sand and equipment to protect the underlying surface from any stain or other harm caused by such storage. At the end of the snow removal season, Contractor agrees it will promptly remove any remaining sand, or other protective materials remaining in the designated storage areas and sweep and hose down the storage area to remove evidence of such storage.

Snow Depth, Snow Removal Equipment & Supplies – Essential Services

Snow Depth

Parking Surfaces & Drive Lanes:

When snowfall reaches a depth of one inch (1") or as requested by the District or the District Manager; except for the area identified by the blue hash marks on Exhibit A-1, which shall be serviced when snowfall reaches a depth of two inches (2").

Sidewalks & Stairs: When snowfall reaches a depth of trace amounts within the area identified by the purple hash marks on the map attached hereto as Exhibit A-1 or by written requested by the District Manager.

Contractor will endeavor to complete initial snow removal operations prior to 6 a.m. in the event of overnight snow fall. When large accumulations of snow are predicted (i.e., "up slope" or blizzard conditions), District will also permit Contractor to begin operations prior to the cessation of the snowfall. When accumulations exceed ten inches (10") or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the Property. Sidewalks and stairs will be cleared to their full width when conditions allow further attention.

If vehicles or other personal property are present at the time of plowing operations, Contractor will plow only those areas available and open for safe use and operation of plowing equipment. If the designated snow piling areas are not accessible, Contractor shall stock pile snow in the locations

identified on Exhibit A-1. Contractor shall not block storm drains with snow piles.

Equipment

Contractor shall have sufficient resources and equipment to be able to service the Property for any size or type of snowstorm. When using a plow (of any size) on a brick paver surface, the Contractor will only use a blade with a plastic edge along the bottom of the blade to protect the brick pavers.

Sand and De-Icing Products

The Contractor shall apply ice mitigation chemicals to the parking lots and drive lanes after each plowing and to the sidewalks after each shoveling, except for the new concrete poured on the south side of 9400 Station Street as identified by a blue star on the map attached as Exhibit A-1. Contractor is expected to utilize slicer and de-icing products that will not harm either the landscaping or paver surfaces throughout the Property. Contractor agrees to seek approval of the District Manager prior to utilizing slicer and de-icing products and, once approved, Contractor agrees to be prudent in its use of these products. Contractor shall apply a one-time application of ice mitigation chemicals at the end of any storm, as determined by the Contractor, which does not reach the trigger depth(s) for plowing and/or shoveling within six hours of storm cessation. If trigger levels have not been met, plowing and/or shoveling may be necessary in addition to application of ice mitigation chemicals.

Areas to be Served

See Exhibit A-1.

Service Log

Contractor shall keep a service log of the Services it provides each time it services the Property. This service log is to include the Contractor's arrival and departure time, the equipment used, and the amount of slicer and de-icing products used. All service logs are to be submitted along with applicable invoice in accordance with the Contract.

EXHIBIT A-1

Lincoln Station Exhibit in Snow & Ice Management Contract 9360, 9375, 9380, 9400 Station Street, Lone Tree, CO 80124



Trigger Depth Key:
Areas inside the PURPLE dotted line are TRACE
Areas inside the BLUE dotted line have a 2" trigger

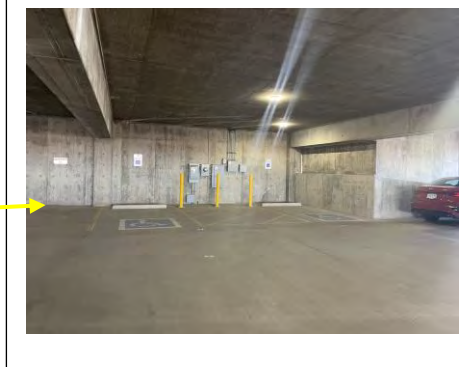
This map has been reviewed by Owner/Agent and approved.
It is further understood this map will be followed by Snow Management Services, LLC. This map remains in effect and accepted by both parties.
In the event either party deems a change should be made, each will notify the other in writing. This map will remain in effect and in use until otherwise changed.

Map Key:

- No Snow Piles
- Important Clearance Areas
- Snow Piles
- Plow Directions
- Dumpsters
- Property Boundary
- Speed Bumps
- Fire Hydrants
- Mailboxes
- Electrical Boxes
- Parking Lot Drains
- Roof Drains
- Handicap Parking
- Parking Blocks

Owner accepts responsibility for current site conditions: negative drainage, including roof drains and thaw/freeze concerns.

- Clear Metal Beams
- Shovel Patio
- Stairs
- Shovel spaces of 1 and plow 2+ (come back at end of storm for more open spots)
- Snow piles for heavy snow ONLY
- Clear ramp
- Snow only 1 space, haul if more



Pictures above and to the right show ramp area

Do not apply ice melt on new concrete.

Handicap Ramp – Important Clearance Area

Do not service patio

Dump snow

No snow in Fountain

1st snow pile

Dump snow

2nd snow pile
1st snow pile

DO NOT PLOW Way

Medical Offices 9400

COFFEE 9360
BAR

9375

9380

PRIORITY

Park Meadows Dr

Park Meadows Dr

Station St

Station St

Lincoln Station Exhibit in Snow & Ice Management Contract 9360, 9375, 9380, 9400 Station Street, Lone Tree, CO 80124

****No snow on tree wells or landscaping****

****Haul away empty ice melt bags****



Medical Offices Hours of Operation:

Neo New Early Orthodontics: M-Wed 8AM-5PM; Th 8:30AM-5PM; F-Sun Closed
ParkRidge Vision Specialists: M-Th 7:30AM-6:30PM; F 8AM-12PM; Sat-Sun Closed
Albert Vein Institute: M-Th 8AM-4PM; F 8AM-12PM; Sat-Sun Closed
Willow Creek Dental: M-F 6AM-5PM; Sat-Sun Closed

Clock Tower Grill (BAR)

Mon-Sat 11AM-2PM; Sun 10AM-2AM

Lincoln Station Coffee, Pizza, Music (COFFEE)

M-W 7:30AM-8PM; Th 7:30AM-10AM; Fri 7:30AM-12AM; Sat 8AM-10PM; Sun 9AM-2PM

Wind row



North Side of parking garage (Pictured Above)

Clear Sidewalks above



9380, 9400, & 9360 need to be cleared by 5am. No more plowing after 9pm.

