

AGREEMENT FOR OPERATIONS AND MAINTENANCE SERVICES
ROADWAY AND PATHWAY

THIS AGREEMENT is made and entered effective the ___ day of _____ 2020, by and between BUFFALO MOUNTAIN METROPOLITAN DISTRICT, a quasi-municipal corporation organized under the laws of the State of Colorado and located in the County of Summit, State of Colorado (the "District"), and _____, a _____ (the "Company").

RECITALS

WHEREAS, the District has seen generally to the repair and maintenance of the roadways and pedestrian pathway within the District, as well as Wildernest Road from the Town of Silverthorne to the District all as more specifically depicted on Exhibit A, attached hereto ("Roadways and Pathway"); and

WHEREAS, the District wishes to employ the Company to repair and maintain the Roadways and Pathway in the manner hereinafter described and did determine at a regular meeting held on _____, 2019, to award and execute this contract for such services as described herein.

COVENANTS

NOW, THEREFORE, for and in consideration of the premises and of the mutual representations, warranties, covenants, agreements, and undertakings hereinafter set forth, the Parties hereto agree as follows:

ARTICLE I
APPOINTMENT OF COMPANY

1.01 Retention of Company. Effective July 1, 2020, the District hereby retains the Company to perform repair and maintenance services on the Roadways and Pathway of the District, and the Company hereby agrees to provide those services to the District pursuant to the terms and conditions set forth herein and as specifically designated by the Board of Directors of the District (hereinafter referred to as the "Board") or the District Manager (hereinafter sometimes referred to as the "Manager").

1.02 Independent Contractor. In performing its services, the Company shall be an independent contractor of the District and not an employee or agent of the District, except as set forth in this Agreement.

ARTICLE II
DUTIES AND AUTHORITY

2.01 General Limitations and Requirements. The Company shall perform the services and have the authorities granted in Section 2.02 hereof. The Company shall have no rights or authorities, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically authorized by the Manager or by the Board as reflected in the minutes of the Board meetings. The Company shall at all times conform to the stated policies established and approved by the Board and the scope of the Company's authority shall be limited to said stated policies. The Company at all times shall be subject to the direction of the District Manager and Board and shall keep the Manager informed as to all matters concerning the services it is providing. The Company shall provide the services as set forth herein, in full compliance with all applicable laws, rules and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District and/or the Company. The Company 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 Agreement or the performance of the services as provided for herein.

Generally, as described in this Agreement, the Company accepts responsibility for maintaining the Roadways and Pathway in order to provide reasonable access to properties within the District at all times.

2.02 Specific Duties and Authority. The Company agrees to provide the District those services on all Roadways and Pathway described on Exhibit C, provided that the Parties acknowledge and agree that Summit County has agreed with the District to perform those services within the District that are outlined on Exhibit D and that, with regard to those services, any similar services to be provided by the Company as outlined herein shall be either in coordination with or supplemental to the services provided by the County. It is, however, the intent of the Parties that Exhibit C is exemplary only, and it is the specific agreement of the Parties that, unless excluded by the terms of this Agreement and to the extent not performed by the County, all operation and maintenance requirements of the Roadways and Pathway are intended to be performed by and included within the compensation paid to the Company; provided, that the Parties agree that the Company's ability to perform the operations and maintenance requirements is limited by its level of expertise and inventory of equipment, and to the extent that the performance of Company would require (1) the purchase or rental of additional equipment not listed on Exhibit B, or (2) the retention of additional outside personnel with knowledge or expertise not then held by Company, the same shall be deemed beyond the scope of the performance required of Company.

2.03 Emergency Services. When an emergency arises involving the Roadways and Pathway, the Company shall take timely and appropriate action as needed to control the circumstances in accordance with the Company's best judgment to protect the District, the Roadways and Pathway and District residents; provided, however, that the Company's duties with respect to emergencies shall extend only to response, review and administrative reaction to the situation at hand, which reaction will include minor repairs and adjustments to the Roadways and Pathway and related District facilities and operating equipment where necessary and within the expertise of the Company, but it is not contemplated that the Company will conduct substantial emergency repairs or replacement work on the Roadways and Pathway or District facilities and operating equipment as part of the services rendered hereunder. Where the absence of available contractors or the shortness of time dictate, and to the extent that the Company has the expertise and available staff to provide the needed emergency repairs or replacement work, the Company will do so and will be compensated therefor at the hourly rates set forth in Exhibit B hereto. The Company shall report the emergency and action taken to the Manager as soon as practical.

2.04 Additional Services. In addition to the services described above, when, if in the professional opinion of the Company, other services are necessary, the Company shall recommend the same to the Manager together with a proposal for and estimated cost of the same. In the event that additional compensation will be requested for the performance of such services, the Manager shall present the proposal and estimate to the Board as soon as possible.

Any material additions to the Roadways and Pathway during the term of this Agreement shall also be operated as set forth above and Company and the District shall mutually agree upon what, if any additional compensation shall be provided for such additional services.

2.05 Service by Others. In addition to service requirements solely to be performed by the Company, and whenever possible with prior notice to and approval of the Board, Company will also be responsible under this Agreement to make recommendations for, coordinate, supervise and/or perform the following services, which if performed by the Company shall be considered outside of the scope of work required of the Company by this Agreement and compensated at the rates of compensation set forth in Exhibit B:

- A. Patching, replacement or repair of Roadways and Pathway as determined to be necessary in

consultation between the Company and the Manager.

B. In coordination with the County maintenance program, on a needed basis stripe Wildernest Road, Ryan Gulch Road, Twenty Grand Drive, and Buffalo Drive with four-inch, double line stripes, leaving breaks at all driveways and intersections.

C. Chipping and sealing of asphalt Roadways and Pathway as determined to be necessary in consultation between the Company and the Manager and approved by the Board.

D. In coordination with the County maintenance program, asphaltic overlay of existing Roadways and Pathway as determined to be necessary in consultation between the Company and the Manager and approved by the Board. Seal all cracks [greater than 1/4" in width] in asphalt Roadways and Pathway annually.

E. Other requirements, as approved by the Board.

2.06 Minimum Required Contractor Staff and Equipment. The District and the Company acknowledge and agree that the satisfactory provision of the services specified in this Agreement require the staffing and equipment listed on Exhibit B. As a condition of the execution of this Agreement the Company shall provide evidence satisfactory to the District of the Company's retention of said staffing and possession or immediate and consistent access to the equipment set forth on Exhibit B. Failure to maintain these minimum requirements during the term of this Agreement shall constitute an event of default.

ARTICLE III REPORTING REQUIREMENTS

3.01 Reporting System. The Company shall establish and maintain a reporting system to insure the receipt by the District Manager and the Board of necessary information regarding the services performed hereunder in order for the Manager to determine whether such services are being delivered in the defined manner, and for the Board to determine the appropriateness of the fee paid for those services. The Company shall attend monthly Board meetings and submit performance reports to the Manager and make recommendations to the Manager with respect to improvements that may be made to insure cost-effective, efficient and necessary services. The Company shall provide information to the Manager and the Board with respect to the operations and maintenance functions provided by or at the direction of the Company on behalf of the District, including, but not limited to, the following:

- 1) monthly report detailing snow removal efforts including number of storms and approximate snow accumulation totals and any other relevant information regarding this service
- 2) monthly report on number of potholes filled, culverts cleared, signs or guardrails repaired
- 3) monthly report on which roads were swept, shoulder shaping, or crack sealing
- 4) work activities performed by other contractors for maintenance services

When fuel costs exceed \$4.00 per gallon, monthly reports of the number of gallons purchased and the cost per gallon.

3.02 Illegal Immigrants. The Company shall comply with any and all federal, state and local laws, rules and regulations regarding the hiring of employees and retention of subcontractors, including without limitation Section 8-17.5-101 et seq., C.R.S., as follows:

A. The Company shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a sub-contractor who (a) knowingly employs or contracts with an illegal alien to perform work under this Agreement, or (b) fails to certify to the Company that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.

B. The Company hereby certifies that it does not knowingly employ or contract with an illegal alien. The Company shall participate in either the E-Verify Employment Verification Program administered by the United States Department of Homeland Security ("E-Verify Program") or the State's Department Program established pursuant to C.R.S. 8-17.5-102(5)(c) to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. The Company shall not utilize the E-Verify Program or the Department Program procedures to independently undertake pre-employment screening of job applicants.

C. The Company shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If Company obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Company shall be required to: (a) notify the subcontractor and the District within three (3) days that Company has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving notice from Company, the subcontractor does not stop employing or contracting with the illegal alien; except that Company shall not terminate the contract with the subcontractor 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. Company shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation by the Department pursuant to Section 8-17.5-102(5), C.R.S.

D. In addition to any other legal or equitable remedy the District may be entitled to for a breach of this Agreement, if the District terminates this Agreement, in whole or in part, due to the Company's breach of any of this Article XIV, the Company shall be liable for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Company to the Colorado Secretary of State as required by law.

ARTICLE IV COMPENSATION

4.01 Repair and Maintenance Services Fee. For performance of the services as set forth herein, the District shall pay to the Company a fee of \$_____ to be pro-rated on a monthly basis and due on the 15th day and the last day of each month.

Any services performed by Company on behalf of the District outside the defined duties in this Agreement shall be billed monthly based on the actual time expended and the hourly rates noted in Exhibit B, subject to the conditions established in Article II concerning additional or emergency services.

4.02 Reimbursement of Approved Expenditures.

A. In addition to the fee set forth in Section 4.01 hereof, the Company shall be reimbursed by the District for those specific expenditures incurred by the Company on behalf of the District that are specifically approved or ratified by the Manager or, where required hereby, the Board. The Company shall submit an itemized account of such expenditures, including reference to the specific District project to the Manager and shall receive the Manager's approval or, where required hereby, the Board's approval, prior to being entitled to reimbursement by the District; provided, that, the Company shall be reimbursed, penny for penny, for fuel expenses exceeding \$4.00 per gallon and expended by the Company to fuel the Company's vehicles and equipment used directly in the performance of the services described in this Agreement.

B. Additionally, the District shall supply all necessary signage, guardrails, culverts, sand/salt mixture, asphalt, paint, materials, etc. necessary for repairing and maintaining the Roadways and Pathway. The Company shall be responsible for ordering necessary supplies subject to the approval of the Manager.

4.03 Current Obligations of District. The obligations of the District for the fee set forth in Section 4.01 hereof are current obligations of the District. The District covenants that it has currently allocated sufficient funds to fulfill such obligations for the entire term of this Agreement.

ARTICLE V
DURATION, TERMINATION, AND DEFAULT

5.01 Initial Term. The initial term of this Agreement shall commence effective as of July 1, 2020 and shall continue until December 31, 2023, unless sooner terminated in accordance with other provisions of this Agreement, subject to renewal in 5.02.

5.02 Renewal. After the initial term, unless terminated pursuant to the terms hereof, subject to the requirements of budgeting and appropriation, this Agreement shall be automatically renewed for two successive one year periods without further action by either Party; provided, however, that in no event shall the term be extended beyond the fifth year without express action by the Board. Company agrees to use its best efforts to provide the Board with one (1) years notice of any intention not to seek renewal of the Agreement.

5.03 Termination.

A. Except as provided in Section 5.03 C. hereof, this Agreement may be terminated by either Party upon no less than ninety (90) days' written notice to the other Party, but only following a default by such other Party and following the receipt of written notice of such default by such other Party and the failure of such other Party to cure such default within thirty (30) days of such other Party's receipt of such notice or, in the event that such default may not be cured within thirty (30) days, then the failure of such other Party to commence cure during the 30-day period and diligently pursue such cure until such default is corrected.

B. A default may include, but is not limited to, the following:

1. The District or Company fails to perform any of its services in the manner or within the time required herein.

2. The District or Company files for protection of bankruptcy or other insolvency proceeding, becomes insolvent or otherwise unable to meet its obligations hereunder.

3. The Company fails to maintain the minimum staffing and equipment set forth on Exhibit B.

C. This Agreement may be terminated by the District upon no less than sixty (60) days' written notice to the Company, but only following: (1) the annexation of all or a portion of the territory within the District into the Town of Silverthorne and the adoption of an ordinance, resolution, or other written commitment by the Town of Silverthorne to provide services within the District that the District Board determines are comparable to the services provided under this Agreement; or (2) the presentation by the Town of Silverthorne, the Town of Dillon, the County of Summit, or any other governmental agency, of a written commitment to provide services within the District that the District Board determines are comparable to the services provided under this Agreement. In the event that, in the opinion of the District, any such commitment is for the provision of fewer than all of the services provided by the Company hereunder, the Parties shall negotiate in good faith to modify this Agreement and the compensation paid hereunder to avoid duplication of efforts.

5.04 Ownership of Information and Materials. The Company shall, upon completion of its services or any sooner termination of this Agreement, deliver to the District all written data and information generated by or for the Company in connection with the services provided hereunder or supplied to the Company by the District or the District's contractors or agents, and all drawings, plans, books, records, contracts, agreements, spreadsheets, electronic data storage media, and all other documents and writings in its possession relating to its services or the District, and the District shall have the right to use the same without further compensation to the Company. Such data and information and all such documents shall at all times be the property of the District. The Parties agree that the requirements of this Section 5.04 shall not extend to information in any form relating to the financial or internal operations of the Company and its business.

ARTICLE VI INDEMNIFICATION, BONDING, AND INSURANCE

6.01 District Insurance. The District shall maintain general liability, automobile liability and property liability insurance coverage. All such insurance shall be in amounts at least equal to the limits of liability contained in the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as amended. The District shall deliver to the Company certificates of insurance evidencing compliance with this Section 6.01.

6.02 Indemnity. The Company hereby agrees to indemnify and hold harmless the District, and each and every one of its directors, employees, and agents from and against any and all claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments and awards, and costs and expenses (including reasonable attorney's fees), arising in whole or in part, out of any mistake, act or omission or negligence or any criminal or tortious act or omission of the Company or any of its agents, employees or former employees, in connection with this Agreement or the Company's services or work hereunder, whether within or beyond the scope of its duties or authority hereunder. The Company agrees to indemnify the District for any loss resulting from the Company's failure to obtain or maintain any of the insurance coverage required in 6.04. The provisions of this Section shall survive termination of this Agreement.

6.03 Fidelity Bonds. The Company shall secure and maintain, at the Company's expense, a fidelity bond in favor of the District covering the Company and all of its employees or agents who may handle or be responsible

for monies or property of the District. The bond shall protect the District against any fraudulent or dishonest act which results in the loss of money, securities, or other personal property belonging to or in the possession of the District. The fidelity bond shall be in an amount not less than \$10,000.00 and with a surety and by a bond satisfactory to the District.

6.04 Company Insurance. The Company shall, during the term of this Agreement or any renewals or extensions hereof, maintain at its sole cost the following types and restrictions of insurance coverage.

A. The Company shall provide and maintain for all of its employees, workmen's compensation insurance or other such compensation provisions for its employees as required Colorado laws, rules and regulations, as amended, and applicable federal laws, rules and regulations, as amended. The Company specifically waives any rights against the District for workmen's compensation claims and accepts subrogation to its workmen's compensation insurance for any and all workmen's compensation judgments against the District by any of the Company's employees or former employees. The Company shall comply with all applicable unemployment compensation requirements.

B. The Company shall obtain and maintain commercial general and automobile liability insurance in an amount not less than \$350000.00 per person and \$990,000.00 per occurrence or in amounts at least equal to the limits of liability contained in the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as amended, whichever amount is higher.

C. All such Company's insurance shall be carried with insurance companies satisfactory to District. Company shall forthwith procure and cause to be furnished to District certificates from the insurance carriers stating that the insurance is in full force and effect, that the premiums have been paid thereon, and that the insurance carrier will give District at least thirty (30) days' prior written notice of any termination, cancellation, or modification of the terms of such insurance.

ARTICLE VII MISCELLANEOUS

7.01 Licenses. The Company shall, at its own expense, qualify to do business and obtain and maintain such licenses as may be required for the performance by the Company of the services required pursuant to the terms of this Agreement.

7.02 Amendment. This Agreement is subject to amendment only by the written consent of the Parties and such amendment shall be effective as of the date the amendment is executed by the Parties or such other date as the Parties shall designate.

7.03 Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. If any provisions of this Agreement or application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

7.04 Construction of Language. The language used in this Agreement and all parts thereof shall be construed as a whole according to its fair meaning, and not strictly for nor against any Party, and all Parties have equally participated in the preparation of this Agreement.

7.05 Non-Waiver. No waiver of any conditions, remedy or provision of this Agreement shall be deemed to have been made unless expressly made in writing and signed by the Party against whom such a waiver is charged; and

A. the failure of either Party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of this Agreement or to exercise any option herein contained, shall not be construed as a waiver thereof or as a relinquishment for the future of any such provisions, covenants, conditions or options;

B. the acceptance or performance of anything required by this Agreement to be performed with knowledge of the breach or failure of a covenant, condition or provision hereof shall not be deemed a waiver of such breach or failure; and

C. no waiver by a Party of a breach by the other Party shall be construed as a waiver with respect to any other or subsequent breach.

7.06 Governing Law. The terms and provisions of this Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of Colorado.

7.07 Time of Essence. Time is of the essence in the performance of this Agreement.

7.08 Assignment. This Agreement is personal to the Company, and the Company shall have no right, power, or authority to assign this Agreement, or any portion hereof, or to delegate any duties or obligations arising hereunder, either voluntarily, involuntarily, or by operation of law, without the prior written approval of the District, and any attempted assignment in violation of this paragraph shall be null and void *ab initio*.

7.09 Captions and Headings. The headings throughout this Agreement are for convenience and reference only, and shall in no way be deemed to define, limit, or add to the meaning of any provision of this Agreement.

7.10 Singular or Plural; Gender. Whenever the context requires, the singular shall include the plural, the plural the singular, and one gender shall include all genders.

7.11 Integration. This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings, if any, between the Parties relating to the subject matter thereof.

7.12 Notices. All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered or sent by certified United States mail, postage prepaid, with return receipt requested, addressed to the Parties as follows:

District: Buffalo Mountain Metropolitan District
PO Box 2430
Silverthorne, CO 80498

with a copy to: Spencer Fane LLP
Attn: Matthew R. Dalton

1700 Lincoln Street, Suite 2000
Denver, CO 80203

Company:

with a copy to:

Either Party may change the address at which it receives written notice by so notifying the other Party in writing in the manner provided herein.

7.13 No Third Party Beneficiaries. It is the intent of the parties hereto that no third party beneficiary interest is created in this Agreement. The parties hereto are not presently aware of any actions by them or any of their authorized representatives which would form the basis for interpretation construing a different intent, and in any event expressly disclaim any such acts or actions.

7.14 No Waiver of Governmental Immunity. The District, its directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S Section 24-10-101 et seq as the same may be amended.

7.15 Venue. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the County of Summit, Colorado.

7.16 Appropriation. All financial obligations of the District under and pursuant to this Agreement are subject to prior appropriations of monies expressly made by the District for the purposes of this Agreement.

7.17 No Personal Liability. No elected official, director, officer, agent or employee of the District shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective the first date written above.

BUFFALO MOUNTAIN METROPOLITAN DISTRICT

ATTEST:

By: _____
Secretary

By: _____
President

[COMPANY]

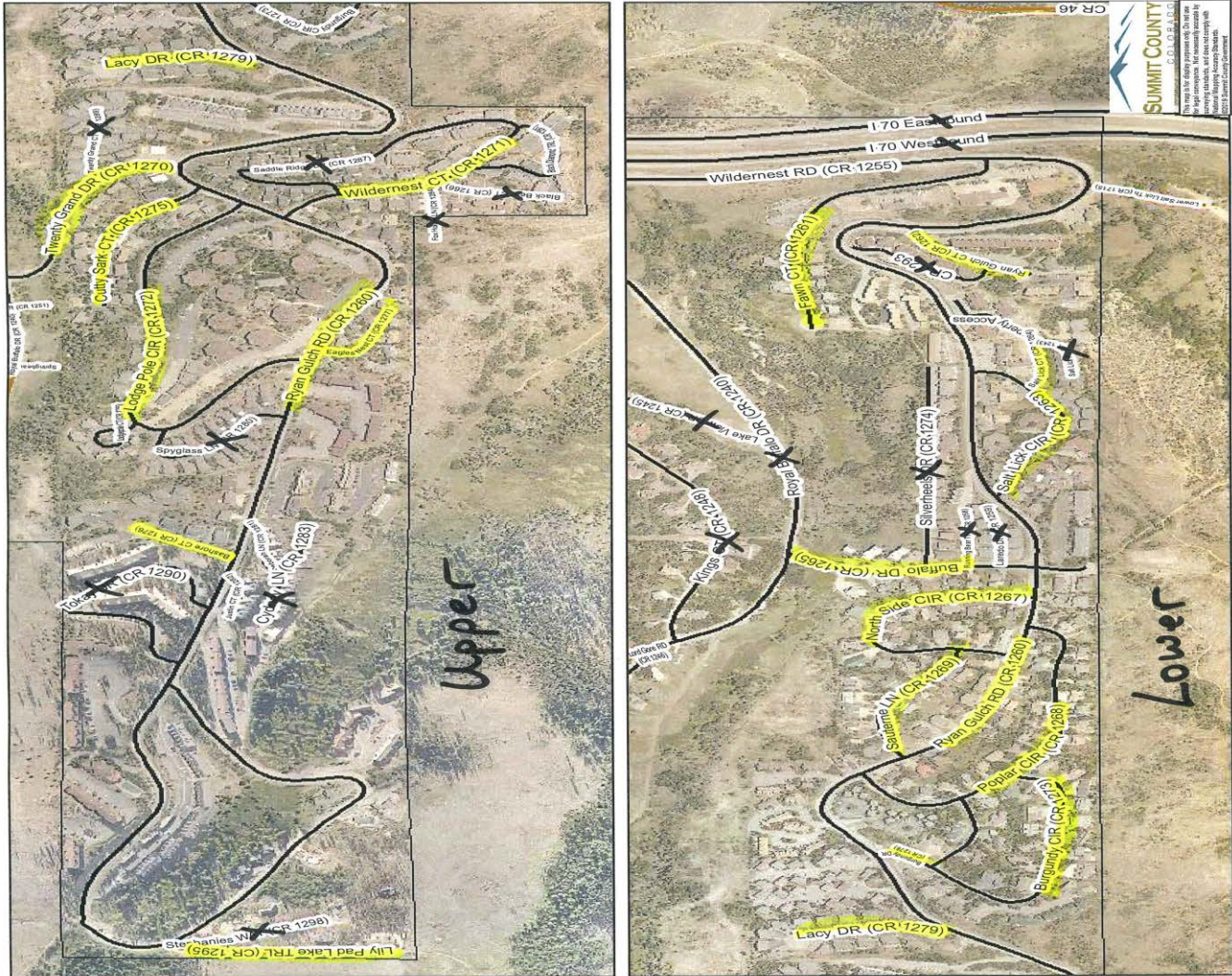
ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A Map of District Roadways



Following are the specific roads which are the subject of this agreement:

- | | |
|--|-------------------------|
| Ryan Gulch Road (1260) | Burgundy Cr (1273) |
| Fawn Court (1261) | Burgundy Dr (1278) |
| Ryan Gulch Cr (1262) | Twenty Grand Dr. (1270) |
| Salt Lick Cr (1263) | Cutty Sark Cr (1275) |
| Salt Lick Ct (1264) | Wildernest Ct (1271) |
| Buffalo Drive (1265) | Lodgepole Cr (1272) |
| Northside Cr (1267) | Eagles Nest Ct (1277) |
| Poplar Cr (1268) | Bashore Ct (1276) |
| Sauterne Ln (1269) | Lacy Dr (1279) |
| Wildernest Road – between the Silverthorne Town Limit and the Wildernest Commerical Center | |

EXHIBIT B
Equipment and Labor Hourly Rates

Minimum Required Equipment

- 1 - Grader
- 1 - Loader w/sweeper attachment & fork lift attachment
- 1 – Back Hoe
- 3 – One ton plow trucks w/minimum 9’ blades. Two must have 2 yard sander boxes on trucks
- 1 – Large plow truck w/minimum 12’ blade and 6 yard sander box
- 1 – Dump truck
- 1 – Skid Steer with 8’ snow blower attachment (or a small loader)

The above requirements may be substituted with other qualified equipment with a detailed explanation.

Minimum Required Staff = total of 3

Provision for 24/7 on call response

1 – Full Time Supervisor

2 – Employees

Company Labor & Equipment Rates
Outside the Scope of Agreement

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Road Operator	\$
Assistant Road Operator	\$
Skilled Laborers	\$
Laborers	\$
Mechanical	\$

<u>EQUIPMENT CHARGES</u>	<u>Hourly Rate</u>
Grader	\$
Loader	\$
Back Hoe	\$
One ton truck	\$
Regular truck	\$
Dump truck	\$
Skid steer	\$
Vac Truck	\$
Jetter	\$
Forklift	\$

EXHIBIT C

Roadways and Pathway Service Responsibilities

A. Daily:

1. Respond to emergency roadway and severe weather events to prepare and operate equipment for snow and ice removal
2. Visual inspection of road condition; check & repair potholes, icy spots, etc.
3. Visual inspection of pathway condition; check & repair potholes, icy spots, etc.
4. Visual inspection of bus stops; check for cracks, failures, icy spots, etc.
5. Visual inspection and repairs of road signs, guardrails and delineator markers.
6. Pick up trash along Roadways and Pathway and ditches; fill pathway dog bag containers; oversee construction site trash control.
7. Haul off trash, collected road sand and items left along public rights-of-way (appliances, furniture, etc.).
8. Demonstrate proper work site safety protection techniques.
9. During an extended power outage, haul the District portable Diesel generator (16,000 lb) to various water pump stations throughout the District. Conduct annual maintenance service.
10. BMMD will provide a full time District employee to help with maintenance & plowing for staffing rotation (30 hours per week in winter and 20 hours per week in summer). Please note that the District only provides one ¾ ton pick-up with plow will be utilized by the BMMD employee.

B. Monthly Duties

1. Attend monthly District board meetings. Provide written report to District Manager in advance of the meeting to include:
 - 1) monthly report detailing snow removal efforts including number of storms and approximate snow accumulation totals and any other relevant information regarding this service
 - 2) monthly report on number of potholes filled, culverts cleared, signs or guardrails repaired
 - 3) monthly report on which roads were swept, shoulder shaping, or crack sealing
 - 4) work activities performed by other contractors for maintenance services

B. Seasonal Duties

1. Spring/Summer/Fall:

- a. Fill potholes within two (2) days of observation or notification.
- b. Oversee major repairs on guardrails and road culverts. Sub out major repairs as determined to be necessary after consulting with Manager.
- c. Straighten and paint guardrails as needed and determined to be necessary after consulting with Manager.
- d. Mow vegetation within public rights-of-way and around District facilities.
- e. Sweep roads and pathway as needed, remove excess sand and haul away
- f. Straighten and repair/replace signs as determined to be necessary after consulting with Manager.
- g. Maintain roadways/driveways to Reservoirs 2, 3, 4 & 5 year round and to Reservoir 6 during summer, rebasing when necessary.
- h. Repair Roadways and Pathway shoulders adding recycled asphalt when needed.
- i. Remove fallen trees from Roadways and Pathway.
- j. Thaw or jet road culverts as needed to control spring runoff.
- k. Clean culverts and ditches; remove debris and road sand; replace rock and check dams as needed.
- l. Monitor and schedule cleanings of the District storm sewer inlet boxes.
- m. Carefully monitor driveway culverts during spring runoff and identify blockages. Check high flow areas regularly on: Burgundy Circle, Poplar Circle, and top of Ryan Gulch Road loop near “The Ponds” condo. Notify Manager accordingly.
- n. Repair and replace pathway railings as determined to be necessary after consulting with Manager.

2. Winter:

- a. For the winter season (October through May), in addition to normal weekday daytime services provided by a full three (3) person crew, two (2) crew members are scheduled daily, including weekends and holidays, around the clock, for snow plowing or sanding maintenance, with a third person as scheduled backup and a fourth for emergencies (e.g., heavy snowfalls, etc.).
- b. Snowplow and sand District roadways, pedestrian pathway and bus stops whenever necessary to make sure roads and pathway are passable. Company shall have the capability of placing sufficient snowplows/blowers on District roads and the pedestrian pathway for snow removal purposes.
- c. Wilderndest Road, Ryan Gulch Road, Twenty Grand Drive, and Buffalo Drive are given

primary status during snow removal efforts. To the extent possible, Company will not allow more than two (2) inches of accumulation on these roads.

- d. Provide on-call availability (24 hours a day, 365 days a year) for road system and pathway emergencies (e.g., blown down trees blocking roads or pathway, bus stops needing sanding).
- e. Make sand and/or road condition runs on District roads and pathway to assess conditions, sand icy spots, clear drifts, etc.
- f. Push back snow berms, widen roadways, cut off pack
- g. Clear snow from fire hydrants as needed.
- h. Stack sand, rotate old to new, mix with ice slicer. Order materials as needed.

All materials and third party fees needed in the provision of the above services are to be provided or paid for by the District.

C. Planning

- 1. In cooperation with Manager, assist with annual budget regarding operations and maintenance of the road & path system
- 2. Assist District Manager with capital infrastructure project planning and attend periodic meetings with district engineers, or other consultants
- 3. Participates in annual strategic and master planning processes with District Manager
- 4. Assist District Manager with annual asset management & replacement plan
- 5. Assist District Manager with project Bid processes (i.e., request for proposal, bid package, pre-bid meetings, bid review and assessment, interviews and recommendation)
- 6. Attends design and construction meetings when appropriate, reviews change orders and keeps apprised of design and construction changes

EXHIBIT D

County Services

Summit County, Colorado (the “County”), through its Road and Bridge Department, shall reimburse Buffalo Mountain Metropolitan District (the “District”) for the District’s provision of road maintenance services on roads and rights-of-way specified below. The specific services to be provided by the District include:

- Snow plowing;
- Road sanding services including provision of material for sanding;
- cutting back the snow pack along rights-of-ways;
- Hauling snow to prescribed locations;
- Year round pot hole patching, which includes potholes that are 1- square yard (SY) or less in area, and the depth extends partially or entirely through the asphalt surface;
- Road ditch and culvert cleaning:
- Road shoulder shaping
- Road sweeping
- Sign Repair
- Guardrail repair
- Striping; and
- Crack filling/sealing

Specific services to be provided by the County include:

- Preventative maintenance treatments, including weed control, and seal coats such as chip seals, fog seals or slurry seals;
- Corrective maintenance treatments, including pothole patching of areas greater than 1-SY, Hot Mix Asphalt (HMA) overlays and all other reconstruction or rehabilitation treatments.

Following are the specific roads which are the subject of this agreement:

Ryan Gulch Road (1260)

Fawn Court (1261)

Ryan Gulch Cr (1262)

Salt Lick Cr (1263)

Salt Lick Ct (1264)

Buffalo Drive (1265)

Northside Cr (1267)

Poplar Cr (1268)

Sauterne Ln (1269)

Wildnerst Road – between the Silverthorne Town Limit and the Wildnerst Commerical Center

Burgundy Cr (1273)

Burgundy Dr (1278)

Twenty Grand Dr. (1270)

Cutty Sark Cr (1275)

Wildnerst Ct (1271)

Lodgepole Cr (1272)

Eagles Nest Ct (1277)

Bashore Ct (1276)

Lacy Dr (1279)

Communications for daily conditions/ need for daily services Buffalo Metro District personnel are as follows
Primary contact: Shellie Duplan 970-513-1300; the secondary contact: Eric Kircher, Metro Services II 970-468-7688.