

**Independent Contractor Agreement**

Agreement made this first day of July, 2024

Between

Inc 8 Excavation Corp (hereinafter "Contractor")

410 South Lincoln Avenue

Steamboat Springs, Colorado 80487

PO Box 772673

Steamboat Springs, Colorado 80477

Phone: 970-846-0649

Federal Tax ID #: 20-5025831

And

The Steamboat Lake Association, Inc. dba

Willow Creek Pass Village Association

A Colorado non-profit corporation (hereinafter "Association")

County Road 129 at Mile Marker 20

1856 Lincoln Avenue

Steamboat Springs, CO 80487

Phone: (970) 879-1402

This agreement is for work to be performed at Steamboat Lake Association, Inc, in Routt County at County Road 129 and mile marker 20, Clark, Colorado. In consideration of mutual promises contained herein, we agree as follows:

1. Commercial Property Group is not, nor is any other contractor or agent of the Association not specified in this agreement, a party to this agreement.
2. Services
  - a. All material, equipment, taxes, insurance, licenses, and labor required for the clearing of snow from all roadways as outlined in Exhibit I, on all areas identified by the Association for removal defined in Exhibit III.
3. Payments
  - a. The Association shall pay Contractor as specified in Exhibit II.
    - i. For any approved **extra services** to be charged at an hourly rate, Contractor shall submit to a representative appointed by the Association, a time sheet for each additional service at the close of the month. Time sheets must include date, starting and ending times, type, rate, worker, and total charge for each service billed. Payment will not be made for services performed without submittal of an approved time sheet. Time sheets will be approved by the designated Association appointed representative.
    - ii. All invoices for **extra services** must be submitted to the Association at the close of the month, for services that have been completed and approved by the Association.
    - iii. The Association will make payment for **extra services** on or about the 15th of the following month.

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- b. Interest of 6% per annum will be paid if documentation is submitted, services are completed, approved and payment is more than 30 days late.
- c. All time limits are of the essence. Contractor shall diligently perform all services on a schedule directed by the Association. Payments may be withheld on account of: Defective work not remedied; claims filed; failure of Contractor to make payments to employees, subcontractors, or for materials or equipment; or performance deemed unsatisfactory at Association discretion.
- d. Contractor shall tender full release of all claims and liens from employees, subcontractors and suppliers or provide receipts for all items for which a lien could be filed before final payment is due.
- e. If Contractor defaults or neglects to carry out the services in accord with his agreement, Association may (without affecting any other remedies it has) correct such deficiencies after notice to Contractor and may deduct the cost, plus 15%, from any payment due to Contractor and may terminate this agreement and take possession of the services. If such cost, plus 15%, exceeds the balance owing to Contractor, Contractor shall pay the difference to the Association.
- f. In computing any period of time by days as provided in this agreement, the date of the act, event, default from which the designated period of time begins to run will not be included. The last day of the period of time begins to run will not be included. The last day of the period so computed will be included unless the day is a Saturday, Sunday, or Federal Legal Holiday, in which event the period will run until the end of the next regular business day that is not a Saturday, Sunday or Federal Legal Holiday.

4. Terms

- a. Snow removal service shall commence on the first of November 2024 and shall continue through the 30<sup>th</sup> day of June 2027.
- b. Excusable delays consist of fire, unavoidable casualties, or any other causes beyond the reasonable control of Contractor. Contractor must, within 24 hours of the event, give the Association written notice of the occurrence of an excusable delay. A penalty of **\$500.00** per day shall be deducted from final payment for each day services are not finished after completion date other than excusable delays. Contractor shall be liable for any loss, costs or damages sustained by the Association for inexcusable delays in performing the services.
- c. This agreement may be canceled by either party with 60-day written notice, sent certified mail, with or without cause, or by written mutual consent of both parties.
- d. If services are not completed satisfactorily or on a timely basis, as determined by the Association Board of Directors or their designated agent, the Association or their agent, after verbal notification is given to the Contractor allowing 24 hours to correct any such deficiencies, may at his option, hire others to complete these services and deduct the cost plus 15% from the Agreement amount without voiding this agreement.
- e. The Board will review the performance of the Contractor at the end of each plowing season and communicate the findings to the Contractor.

5. Independent Contractor

- a. Contractor shall be solely responsible for services performed.

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- b. Unless otherwise stated:
    - i. Contractor shall provide and pay for all labor, material, taxes, equipment, transportation, insurance.
    - ii. Contractor shall not employ anyone not skilled in their service.
    - iii. Contractor shall be responsible for all acts and omissions of all its employees, agents, and subcontractors.
    - iv. Contractor shall supervise its employees, agents, and subcontractors.
    - v. Contractor shall not unreasonably disturb the residents.
  - c. Contractor is an independent contractor and not an agent or employee of the Association for any purpose, including, but not limited to Social Security Tax, Federal Withholding Tax and State Withholding Tax.
  - d. Contractor shall provide its own insurance, including but not limited to liability vehicle insurance satisfactory to the Association, and Workman's Compensation. Certificate of insurance naming the Association as additional insured and agreeing to notify the Association ten days before termination, shall be delivered to the Association before services have begun. Upon request by the Association, Contractor shall furnish bond covering the faithful performance and payment of all obligations made by Contractor hereunder. Contractor agrees to maintain Workmen's Compensation Insurance and Public Liability Insurance in the amount of \$1,000,000.00 in full force throughout the term of this agreement, for the type of services being performed.
  - e. Contractor shall use independent discretion in the fulfillment of this agreement, but the services performed by Contractor must meet the quality standard determined by the Association in its sole discretion. Independent discretion involves determination by Contractor of the means and methods of accomplishing the result requested by the association.
  - f. Any assignment of the services of this agreement to subcontractors without prior written approval of the Association is void.
  - g. Contractor will obtain licenses to perform any function of this agreement as required by any federal, state, or local agency or government.
  - h. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS COMPENSATION BENEFITS. THE INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEY EARNED PURSUANT TO CONTRACT RELATIONSHIP.
6. Equipment
- a. All equipment will be maintained and shall operate like new, unless otherwise specified, and will be of good quality, free of defects and in conformance with specifications, contract, and codes.
  - b. Contractor shall be able to provide snow blower services in addition to snow plowing capabilities.
  - c. All equipment specified in the Contractor's proposal for services will be available for inspection by Association representative no later than **September 1** of each year of service. Association may terminate this agreement if acceptable equipment for the performance of this contract is not demonstrated to be in Contractor's possession.

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- d. Snow removal equipment cannot be stored within the subdivision without Board of Director approval. Under no circumstances will equipment needed to fulfill this contract be stored on any residential lot within the subdivision, without Board of Director approval.
7. Other Agreements and Warranties
- a. Contractor agrees that contract addenda (including but not limited to addenda, exhibits, specifications, change order, etc.) shall prevail in the event of a conflict between and addendum and the contract.
  - b. The parties hereto also agree as follows:
    - i. The Contractor will repair or replace, at their cost, any item or road damaged during performance of this agreement. If such damage is not repaired within time specified by Association after receipt of written notice, the Association or its agent may have the repairs or replacement made and bill all related expenses to the Contractor.
8. Exhibits
- a. Exhibits attached to and made part of this agreement are:
    - i. Exhibit I — Snow Removal Specifications
    - ii. Exhibit II — Contract Sums
    - iii. Exhibit III — Required Snowplow Road Segments
9. Permits
- a. Contractor shall:
    - i. Provide proof of all required code inspections; and
    - ii. Comply with all laws, codes, ordinances, and regulations.
  - b. Association shall:
    - i. Obtain permit required to perform the services.
10. Indemnification
- a. Contractor shall defend, indemnify, and hold harmless the Association and its officers, directors, agents, employees and owners from all claims, damages, losses and expenses, including attorney's fees, caused in whole or in part by any negligent act or omission of Contractor, its employees, agents or subcontractors.
11. Default and Remedies
- a. If Contractor defaults or neglects to carry out the services in accord with this agreement, the Association may (without affecting any other remedies it has), correct such deficiencies after notice to Contractor and may deduct the cost plus 10% from any payment due to Contractor. If such cost exceeds the balance owing to Contractor, Contractor shall pay the difference to the Association.
  - b. Upon default or breach of this agreement by Contractor, the Association may at its option terminate this agreement and take control of the services.
  - c. The Association may terminate this agreement by giving written notice to Contractor if Contractor:
    - i. Fails to commence the services when required; or
      - 1. After commencement of the services, interrupts the continuous prosecution thereof for a period of more than 24 hours; or

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2. Defaults in the performance of any of this agreement, and shall fail to remedy default within 24 hours from the date of notice from the Association requesting compliance with the terms hereof.

## 12. Miscellaneous

- a. The Association may order changes in the services consisting of additions, deletions, or modifications; and if agreed to by Contractor, shall be incorporated into this agreement by a separate written Change Order, and compensated according to that Change Order. No changes in services can be performed without an approved Change Order.
- b. The Association has the right to engage other contractors in connection with services if services are not performed or remedied within 24 hours and Contractor shall cooperate with any and all such contractors on the site.
- c. Any and all notices and demands given under this agreement shall be given by certified mail, return receipt requested, postage prepaid, addressed to the parties at the address set forth below or a such addresses as may be designated by written notice.
- d. The Contractor shall notify the Association when snow removal operations commence.
- e. Contractor shall not assign or subcontract any of its duties hereunder without written approval of the Association.
- f. In any action to enforce this Agreement the prevailing party shall be entitled to its costs in enforcing such provisions including reasonable attorney's fees.
- g. If any provision of this agreement is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.
- h. This agreement shall be for the benefit of and be binding upon the parties, their heirs, legal representatives, successors, administrators, and assigns. It shall be interpreted in accordance with the laws of Colorado.
- i. This agreement comprises the entire agreement between parties, and in the event of any conflict between the terms hereof and the terms of proposal made by Contractor, the terms of this agreement shall prevail. No amendment will be recognized unless in writing and signed by all parties.
- j. The validity, meaning and effect of this agreement will be determined as provided by the law of the State of Colorado applicable to agreements made and to be performed in the State of Colorado.
- k. The parties will, without additional consideration, sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate reasonably requested by the other to carry out the intent and purpose of this agreement.
- l. Contractor shall conform to all Federal Regulation, particularly, U.S. Department of Labor, OSHA 20-CFR-1962 and all applicable standards which are included in 29-CFR-1910. All work and safety requirements shall conform to local emphasis programs and requirements. Contractor agrees to hold harmless and defend the Association or pay any claim relating to his services, which may result from the Contractor's activities.

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ASSOCIATION:

Steamboat Lake Association, Inc, dba  
Willow Creek Pass Village Association

BY: [Signature]  
Name: Steve Warnke  
Title: Secretary/Treasurer

Date: \_\_\_\_\_

BY: [Signature]  
Name: Nathan Marsh  
Title: President

Date: 07-15-2024

CONTRACTOR:

Inc 8 Excavation Corp

BY: [Signature]  
Name: Jonathan Subr

Title: President

Address:  
410 South Lincoln Avenue  
Steamboat Springs, CO 80487  
PO Box 772673  
Steamboat Springs, CO 80477

Date: 07-15-2024

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Exhibit I  
Contract Dated July 1, 2024  
Between  
Inc 8 Excavation Corp (Contractor)  
And  
Steamboat Lake Association, Inc. dba  
Willow Creek Pass Village Association (Association)

**SNOW REMOVAL SPECIFICATIONS**

Contractor will provide labor and equipment to clear snow from all roadways and fire hydrant easements within the Association. Snow removal will begin with the first snow in the Fall of 2024 and end with the last storm in the Spring of 2027. This contract is for the primary purpose of keeping designated roads open and drivable during the winter.

Contractor will plow after all storms with an accumulation of 4" or more. Work on ongoing storms will be started when an accumulation of 6" is reached, that is, the snow removal equipment will be on-site and plowing if there is any accumulation of 6".

Additionally, in the spring and fall of each year of the contract, Contractor will provide road grading, roller compaction, and drainage maintenance (main culvert clean-out) of existing roadways.


Work will be done as follows:

1. Provide snow removal services for all roads and all fire hydrant easements identified on Exhibit II.
2. Ensure all snow removal is done in accordance with applicable Routt County Road and Bridge Regulations and all requirements imposed by the Road and Bridge Department of Routt County. The Association will obtain the snow removal permit.
3. Equipment: Contractor shall have a motor grader with a minimum moldboard of 14' and a wing of not less than 12'. In addition, Contractor shall have a loader equipped with a minimum 10' blade. Pick-up trucks with plows are not an acceptable alternative.
4. Mark all danger zones with poles for Contractor's benefit as well as providing notice of caution to road users. Marker poles shall be used to mark culverts, hydrants, utility boxes, internet fiber boxes, and at key locations to identify road widths to comply with item 5. Contractor shall furnish poles and complete marking prior to **October 30th** of each year.
5. Observe, avoid, and plow around such objects or obstructions which have been marked by the Contractor, or designated by the Association, or which are clearly apparent.
6. Plow road to ensure maintenance of the current width of the road. All roads improved to 22' or wider will be plowed full width to maintain two lanes of roadway at all times.
7. Remove snow around all fire hydrants a minimum of 36" and maintain hydrant access at all times through the season.
8. Roadways and fire hydrant easements will be cleared following any storm when the total accumulation is 4 inches or more.

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9. If a storm is not ended and has deposited an accumulation of 6 inches, the contractor will start the clearing of snow.
10. When the contractor or the Board representative determines it is necessary, blow snow off sides of roads and wing back banks, taking care to minimize disruption of trees and vegetation.
11. Contractor will identify the need to complete clearing, wing back banks, and snow blow excess snow before the next storm. Wing back banks, snow blowing, and intersection clearing between storms is part of the contract, not considered an "extra". Contractor will notify Board representative of extra work that needs to be performed. Any "extras" done and charged in excess of the contract sum will require authorization from the Board representative or the Board of Directors.
12. During periods of thaw, contractor will remove excess snow/slush when deeper than 4 inches or at the request of the Board representative.
13. Contractor will provide road-grading maintenance once during the spring of 2025, 2026, & 2027 and once during fall of 2024, 2025, and 2026. This will include grading of all roadways where road base exists. Road grading will consist of grading road base material from edge of road right-of-way to center of road, then re-spreading material to reestablish road crown. **Contractor shall roller compact all re-graded and re-spread base after fall and spring grading.**
14. Contractor will provide road drainage maintenance once during the spring of 2025, 2026, & 2027, and once during fall of 2024, 2025, and 2026. This will consist of cleaning obvious obstructions from culverts, and existing road drainage ditches.
15. The contractor may enter into private snow plowing contracts for individual property owners in the Steamboat Lakes Subdivision, Filings 1-4, but such contracts must be with individual owners, and secondary to this contract.
16. Roads must be maintained to ensure emergency vehicle access at all times.
17. The Association requires and the contractor agrees that the contractor's first priority during this contract will be to ensure the clearing of roadways in the defined areas.
18. Contractor shall provide a contingency plan that specifies alternative equipment sources that meet the requirements specified in Section 3 (Equipment) in the event of an emergency or equipment failure by **August 1<sup>st</sup>** of each year of service. Contingency plan will be reviewed and approved by the Association.
19. Contractor shall maintain Liability Insurance in the minimum amount of \$1,000,000.00 and shall name the Association as an additional insured. Certificate of insurance to be provided to the Association prior to work being started. The independent contractor is obligated to pay all applicable federal, state, and local tax on any money earned pursuant to contract.
20. Contractor will be required to sign a contract with the Association, of which these specifications will be part. Payment schedule will be monthly during winter season, or upon mutually agreeable terms.
21. Snow removal equipment cannot be stored within the subdivision without Board of Director approval. Under no circumstances will equipment needed to fulfill this contract be stored on any residential lot within the subdivision, without Board of Director approval.

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22. All roadways with entrances off RCR Hwy 129 shall be plowed to the black top surface providing a smooth transition between the highway and the subdivision.
23. Contractor will reset or straighten all road signs once during the spring of 2025, 2026, & 2027.

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Exhibit II

Contract Sums

Contract Dated July 1, 2024  
Between  
Inc 8 Excavation Corp (Contractor)  
And  
Steamboat Lake Association, Inc. dba  
Willow Creek Pass Village Association

All snow plowing, blowing, push back, wing-back, fire hydrant clearing, road grading for spring and fall, drainage maintenance for spring and fall, as well as any spot grading requested by the Association. The twelve-month contract amount is \$85,832.96. Payments will be made on the following dates below:

2024

November 1: \$10,729.12  
December 1: \$10,729.12

2025

January 1: \$10,729.12  
February 1: \$10,729.12  
March 1: \$10,729.12  
April 1: \$10,729.12  
May 1: \$10,729.12  
June 1: \$10,729.12 (following acceptable road grading and ditch cleaning)  
November 1: \$10,943.70  
December 1: \$10,943.70

2026

January 1: \$10,943.70  
February 1: \$10,943.70  
March 1: \$10,943.70  
April 1: \$10,943.70  
May 1: \$10,943.70  
June 1: \$10,943.70 (following acceptable road grading and ditch cleaning)  
November 1: \$11,162.58  
December 1: \$11,162.58

2027

January 1: \$11,162.58  
February 1: \$11,162.58  
March 1: \$11,162.58  
April 1: \$11,162.58

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May 1: \$11,162.58  
June 1: \$11,162.58 (following acceptable road grading and ditch cleaning)

Total contract amount is \$262,683.20.

For snow removal seasons 2024/2025, and 2025/2026, payment schedule and additional service rates will remain the same as defined for season 2024/2025 unless modified by mutual agreement.

Additional Services Rates:

1. Grader / Plow (per hour): \$200.00
2. Snow Blower (per hour): \$165.00
3. Front End Loaders (per hour): \$150.00
4. Dump Truck (per hour): \$150.00
5. Roller compactor: \$150.00
6. Additional roadway segments: \$1.90 (per foot of roadway centerline)
7. Driveway Berm Removal (for season): \$348.64 (per driveway for the season)

The Association understands that berm removal will be performed on *all* resident's driveways.

Any work done and charged in excess of the contract sum will require authorization from the Association Board of Directors or designated representative.

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Exhibit III

Required Snowplow Road Segments

Contract Dated July 1, 2024  
Between  
Inc 8 Excavation Corp (Contractor)  
And  
Steamboat Lake Association, Inc. dba  
Willow Creek Pass Village Association

The following road segments in the Steamboat Lake Association are specified as the base services for the contract for the 2024/2025 season. Snow removal, culvert maintenance, drainage maintenance, and fire hydrant snow clearing will be provided for the defined road segments. Additional road segments may be added upon mutually negotiated amounts.

Miners Dream Drive	All
Miners Dream Place	All
Golden Tide Place	All
West Wind Place	All
Venus Place	All
Green Bird Place	All
Beaver Canyon Drive	From Hwy 129 to cul-de-sac at Vista Meadows replat (filing 4)
Diana Place	All
Clara Way	All
Neptune Place	All
Longfellow Way	All
Saturn Court	All
Jupiter Place	All
Willow Gulch	All
Pueblo Drive	From lower intersection at Beaver Canyon to Hope's Place intersection
Olive Street	All
Myrtle Court	All (from Olive Street past resident's driveway)
Frisco Place	All
Golden Queen	All

Total length of plowed roadways is approximately 46,009 feet (Approx 8.7 miles), with 15 cul-de-sacs or road turnarounds. They will be marked prior to **October 15-16**. Any vehicles prohibiting contractor completing plowing may be towed.

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