

# SWCO Snow Plowing

35972 Road J.6  
Mancos, CO

Office: 970-533-8150 Cell: 517-242-1878

*Snow Removal Contract 2022/2023 Season (Nov 15, 2022 to April 15, 2023)*

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I Roy Wilkinson (hereafter designated as "CMRHOA Representative") represent Cedar Mesa Home Owner's Association Inc. (hereafter known as "CMR HOA") and agree to pay SWCO Snow Plowing the quoted rate for the following services:

**Hourly Rate for plowing privately maintained roads in Cedar Mesa Ranches: \$120.00**

1. **Scope of Snow Plowing:** SWCO Snow Plowing will plow:
  - For snows up to 2", the hills on 35 and J.7 will be checked and cleared as well as possible so ice doesn't build up due to traffic. (Note: Plowing less than ~1" is generally not practical, especially if the road surface is not frozen.)
  - For snows > 2", main routes will be cleared by at least two passes by 7AM. (35 from entrance to K.3, K.3 to J.9, J.7 to the first level area below the hill, J.8 from 35 to end) Snow will be completely cleared from all roadways once snowfall has ceased.
  - If snow continues to fall throughout the day, "main routes" and any drifting on side roads will be cleared up to twice per day so traffic doesn't pack snow into the road surface and cause ice buildup.
  - Any pack snow buildup that softens to slush will be scraped off the road when practical, and hills will be scraped occasionally (during warmer periods) to remove snow buildup as well. Scraping to gravel surface may not always be possible, but effort will be made to reveal at least some gravel for traction on hills.
  - Plowing will be performed as outlined above without direction from the CMRHOA Representative. Any issues that need to be addressed should come to SWCO Snow Plowing through the CMRHOA Representative when possible. Any feedback from other Board members or residents should be channeled through the CMRHOA Representative so that there is no conflict in direction.
2. **De-icing:** SWCO Snow Plowing will NOT provide De-icing services of ANY kind.
3. **Property Damage.** The property owner or CMRHOA Representative will report, in writing, any property damage caused by SWCO Snow Plowing within 48 hours. SWCO Snow Plowing will make arrangements to repair any timely and properly reported property damage within 48 hours of being notified. Such activity may have to wait until spring if repair is not possible because of frozen ground. Notwithstanding anything herein to the contrary, SWCO Snow Plowing will have no obligation, and the owner waives any damages for any property damage not timely and properly reported.
4. **Limitation of Liability:** SWCO Snow Plowing will exercise reasonable care to avoid damage to pavement, culverts, and guardrails. However, SWCO Snow Plowing is not responsible for any: A) damage to landscaping caused by the piling of snow. B) Damage to items that are snow-covered or not visible and not marked. C) Damage from melting runoff. D) Personal injuries resulting from slip and fall accidents. E) Damage to trash receptacles left alongside the road. F) Vehicular accidents resulting from snow covered or icy roads. G) Acts of God or Nature, including but not limited to extraordinary weather conditions resulting in the roads being impassable to normal traffic for a time. In the event of severe winter storms, the roads will be cleared at the first possible opportunity once the storm subsides.
5. **Indemnification.** The HOA shall indemnify, defend and hold harmless SWCO Snow Plowing, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorneys' fees, costs and expenses which SWCO Snow Plowing incurs as a result of a claim or claims brought by CMR HOA or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the owner alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in

any manner whatsoever, to the premises or CMR HOA's involvement with the premises or the services, including but not limited to personal injuries resulting from slip and fall accidents.

- 6. **Contractor Liability Insurance:** SWCO Snow Plowing will obtain a general liability insurance policy with "Cedar Mesa Ranches HOA Inc". listed as also insured for the term of the contract. In the event that the contract is cancelled, SWCO Snow Plowing may also cancel the general liability policy. Vehicles used for snow plowing also have commercial vehicle liability coverage specifically for plowing snow.
- 7. **Life of Agreement:** This agreement is valid from Nov 15 (or the date it is signed if later) until April 15 2023.
- 8. **Payment:** A contract lock fee of \$600 shall be due on signing. This fee provides availability of equipment for plowing, and covers daily checks that must be performed during the winter even when no plowing is actually done.

Actual snow plowing shall be billed monthly, with the first Billing on Jan 1 and the last on May 1.

- **Checks must be made payable to SWCO Snow Plowing.**
- Any payment over 30 days past due will be subject to a late fee of 15%. SWCO Snow Plowing reserves the right to suspend service when payments become past due.
- A service charge of \$30.00 will be charged for any returned check.
- Customer will be responsible for all costs of collection, including without limitation, Court costs and reasonable attorneys fee's in the event that it becomes necessary for SWCO Snow Plowing to resort to legal measures to collect any amount owed under this agreement.

- 9. **Hazards:** CMRHOA Representative is aware that plowing may not clear roadways to bare ground or pavement and that slippery conditions may prevail even after plowing. SWCO Snow Plowing assumes no responsibility for slip and fall accidents or vehicular accidents as a result of this naturally occurring condition.
- 10. **Provision for Default and Cancellation:** Either party may terminate this agreement at any time with a 5 day advance written notice. Contract lock fee is non-refundable. Cancellation date will be five days after such notice is received. In the event of cancellation, the customer will be responsible for all costs of services rendered up to the cancellation. A final invoice will be sent to the representative within 30 days after contract cancellation for balance due.

*I have read and understand this document and attached disclaimer and agree to abide by the terms listed and hereby enter into contract with SWCO Snow Plowing for the purposes listed above.*

**William R. Wilkinson**  
Digitally signed by William R. Wilkinson  
Date: 2022.11.24 08:18:19 -07'00'

CMRHOA Representative

  
Chris Hinds / SWCO Snow Plowing

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Date  
*Nov 28 2022*  
Date