



**KINGSBURY GENERAL IMPROVEMENT DISTRICT BOARD OF TRUSTEES
MEETING NOTICE AND AGENDA
SPECIAL MEETING
AWARD OF SNOW REMOVAL CONTRACT
TUESDAY SEPTEMBER 30, 2025
AGENDA**

A meeting of the Kingsbury General Improvement District Board of Trustees shall be held Tuesday September 30, 2025, at the district office (160 Pine Ridge Drive, Stateline, NV, 89449), commencing at 8:00 a.m. The agenda and supporting material are available on the district website www.kgid.org under News & Notices. Copies of this agenda were posted 3 business days prior to the meeting at: The District Office, Stateline Post Office, Zephyr Cove Post Office, and Douglas County Lake Tahoe Administration Building.

Electronic copies of the agenda and supporting materials are also available at the following website: • State of Nevada Public Notices website: <https://notice.nv.gov/>

Remote attendance is welcomed. To offer public comment prior to the meeting, individuals may submit comments using the drop box located at the district office entrance, or email to the District Secretary.

- To provide public comment or attend the meeting by phone, **(669) 900-9128** - ID code **775-588-3548** passcode **5883548**. Although the phone line accommodates multiple callers, should you receive a busy signal, please call back.
- Public comment is limited to three minutes and occurs at the beginning and end of the meeting and invited during the Board's consideration of each action item, as well as before action is taken.

Join the meeting using the link below via Zoom:

<https://us02web.zoom.us/j/7755883548?pwd=UnF2YzBxb05Ya0pjWjRCNUNEMUFVZz09&omn=82080244195>

Meeting ID: 775 588 3548 Passcode: 5883548

MISSION STATEMENT

As a team, our employees and the Board of Trustees provide water and sewer service, maintain roads and drainage systems for the benefit of our customers using modern business systems in an efficient courteous, and accountable manner which surpass standards set for public health, safety, and the environment.

Notice to persons with disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the district by calling 775-588-3548 at least one day in advance of the meeting.

ALL MATTERS ON THE BOARD AGENDA ARE SCHEDULED WITH POSSIBLE BOARD ACTION

AGENDA

8:00 A.M.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Comment**

This is the public's opportunity to speak on any topic pertinent to the district and not listed on this agenda. Public comments will also be invited during the Board's consideration of each action item, and before action is taken. Please limit your comments to three minutes. Nevada Open Meeting Law (NRS 241.034) prohibits action on items not listed on the agenda.

- 5. Approval of Agenda: For Possible Action:** Items on the agenda may be taken out of order; two or more agenda items may be combined for consideration; and items may be removed from the agenda or discussion relating thereto delayed at any time.

NEW BUSINESS

- 6. For Discussion and Possible Action:** Approval of Snow Removal Contract with Lopez Snow Removal
- 7. Announcements and Final Public Comment**
- 8. For Possible Action; Adjournment**

**KINGSBURY GENERAL IMPROVEMENT DISTRICT
AGENDA ITEM # 6**

TITLE: APPROVAL OF SNOW REMOVAL CONTRACT WITH LOPEZ SNOW REMOVAL

MEETING DATE: 30 September 2025

PREPARED BY: Derek Dornbrook, General Manager

RECOMMENDED ACTION: Review the Snow Removal Contract with Lopez Snow Removal, and if it is found to meet the needs of the District, approve the Contract and direct the General Manager to execute the agreement on behalf of the District.

BACKGROUND INFORMATION:

The District's current snow removal contract expires on September 30, 2025. To secure a new agreement, the District issued a Request for Proposals (RFP) on July 28, 2025. The RFP was advertised in local newspapers, posted on the District's website, and distributed to potential proposers. Three timely and response proposals were received respectively from Manchester Enterprises Inc., Lopez Snow Removal, and Colbre Grading and Paving. Proposals were opened on August 21, 2025, and evaluated by the Board during a Special Meeting held August 27, 2025. Following discussion, and evaluation the Board voted 3–2 to award the RFP to Lopez Snow Removal.

Manchester Enterprises Inc. issued a Notice of Protest of Contract Award for RFP on September 11, 2025. A Protest Hearing was held on September 23, 2025, during which the Board considered all four protest claims. Each was rejected by vote, and the Board directed staff to proceed with contract negotiations with Lopez Snow Removal.

INCLUDED:

A. Snow Removal Contract 2025

Fund impacted by above action:

- | | |
|---|---|
| <input type="checkbox"/> All Funds | <input type="checkbox"/> Not a Budget Item |
| <input type="checkbox"/> Water Fund | <input type="checkbox"/> Sewer Fund |
| <input type="checkbox"/> General Fund | <input checked="" type="checkbox"/> Snow Removal Fund |
| <input type="checkbox"/> Not Budgeted for | <input type="checkbox"/> Emergency Spending |



KINGSBURY GENERAL IMPROVEMENT DISTRICT

SNOW REMOVAL CONTRACT

Term: October 1, 2025 – September 30, 2028

THIS CONTRACT is entered into this _____ day of _____ 2025, by and between the KINGSBURY GENERAL IMPROVEMENT DISTRICT, hereinafter referred to as "District" and Lopez Home Enterprises LLC, dba Lopez Snow Removal, Nevada entity no. E33790932023-4, hereinafter referred to as "Contractor."

This agreement is made with reference to the following facts which are deemed a material part of this contract:

RECITALS

The District is organized pursuant to N.R.S. Chapter 318 and has powers to maintain certain public roads within its boundaries, including the removal of snow.

The District, after public notice by advertisement for Request For Proposals (RFPs) for snow removal and review of said Proposals at a duly noticed public meeting, accepted the Proposal of Contractor, as in the best interest of the District.

Contractor's Proposal is attached as Exhibit "B".

NOW THEREFORE, IT IS AGREED by and between the Contractor and the District as follows:

I. Scope of Work and Contract

The Contractor shall perform all the work and furnish all labor and equipment required to perform snow removal on District maintained streets and those private streets within the KGID boundaries which the District directs Contractor to plow, as set forth in the General Conditions and Specifications, **Exhibit "A"**; Contractor's Proposal, **Exhibit "B"** hereof, dated September 30, 2025; and District Map, **Exhibit "C"** each attached hereto and incorporated herein by reference. All exhibits are an integral part of this Contract. In the event of any inconsistency between the provisions of **Exhibit A** and **Exhibit B**, the provision of **Exhibit A** shall control.

II. Time of Performance

This Contract shall become effective on October 1, 2025 and shall continue through September 30, 2028, a term of three (3) years. Upon Contractor's satisfactory performance this contract may be extended for up to three(3) additional years and annually thereafter, upon mutual consent and continued performance.

III. Payments

Payments shall be made to the Contractor for said work performed at the time and in the manner provided in the General Conditions and Specifications.

IV. Independent Contractor

It is understood and agreed by and between the parties hereto that the Contractor shall perform this Contract as an independent contractor, and nothing herein shall be construed to be inconsistent with this relationship or status, nor shall anything in this Contract be in any way construed to constitute the Contractor, or any of the Contractor's employees or agents, as the agent, employee or representative of the District.

V. Contractor's Representations

In order to induce District to enter into the Agreement, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
2. Contractor has visited the Site and is familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
5. Contractor is aware of the general nature of work to be performed by District and others at the Site that relates to the Work as indicated in the Contract Documents.
6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
7. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

VI. Indemnification and Hold Harmless

The Contractor assumes all liability and agrees to indemnify, protect and hold the District harmless from all liability and expense on account of claims, suits and costs growing out of or connected with operations by the Contractor and the Contractor's employees and agents under this Contract; provided, however, that the District shall not be relieved hereby from non-immunized liability for the District's own negligence or that of its employees. Any and all provisions of this Contract by which the Contractor agrees to indemnify and hold the District harmless shall be construed to apply under all working conditions and to all stationary or mobile locations where work is to be performed regardless of the hazards and dangers to persons or property, whether disclosed or undisclosed.

The Contractor shall indemnify and hold the District harmless against any suit, action, claim, demand, lien, loss, damage, fine, judgment or decree and any expenses connected therewith, including reasonable attorney's fees for or on account of the violation of any statute, ordinance, building code or regulations, or for any property damages, or for personal injury or death to any person, including contractors, employees or agents, which may arise from the work or operations of Contractor under this Contract.

VII. Compliance with Laws

The Contractor agrees to observe and promptly comply with, at the Contractor's own expense, all present, amended, and future applicable federal, state and local laws, ordinances, rules and regulations, including safety and hazardous materials laws and regulations of any governing authority, and including any applicable licensing requirements and regulations for the payment of sales and use taxes on equipment, materials and supplies necessary to perform under this Contract.

VIII. Right of Inspection

District reserves the right, with prior arrangement, to inspect the equipment and materials the Contractor uses for snow removal and de-icing under this Contract. District inspection does not imply compliance with environmental, DOT or other regulations pertinent to this activity.

IX. Assignment

Neither this Contract nor any interest therein, or claim hereunder, shall be assigned or transferred by the Contractor to any party or parties without the express written approval of the District. Contractor may not subcontract any portion of this Contract or its obligation without the District's prior written consent.

X. Dispute Resolution

In the event of a dispute regarding interpretation, enforcement of, or a parties' performance under this Contract, the parties shall first engage in mediation, initiated by the written request of any party. The parties agree to share equally the cost of any such mediation process; however, they agree to assume the expense of their own counsel. Venue for any mediation shall be within Douglas County, Nevada. Commencement of mediation shall not

affect any of the rights or obligations of either party hereunder, all of which shall continue to be performed on a timely basis. If the dispute(s) is (are) not resolved through mediation, and is (are) litigated, the prevailing party shall be entitled to reasonable attorney fees and costs.

XI. Attorney Fees

In the event that any action is filed in relation to this Contract, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

XII. Notices

All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Contract shall be in writing and shall be deemed to have been given when personally delivered or mailed by certified mail, postage prepaid, return receipt requested. Notices, demands and communications shall, unless another address is specified in writing, be sent to the addresses indicated below:

If to the District:

Derek Dornbrook, General Manager or
Judy Brewer, Admin. & H.R. Supervisor
Kingsbury General Improvement District
160 Pine Ridge Drive
Post Office Box 2220
Stateline, Nevada 89449

If to the Contractor:

Jaime Lopez
Post Office Box 723
Zephyr Cove, Nevada 89448

XIII. Severability

The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other remaining provisions unenforceable, invalid or illegal, and the remaining provisions shall not in any way be affected or impaired thereby.

XIV. Integration

This Contract with exhibits incorporated and part thereof, **Exhibit "A"** – General Conditions & Specification; **Exhibit "B"** – Contractor's Proposal; and **Exhibit "C"** – District Map contains and constitutes the entire contract by and between the parties hereto and supersedes any and all prior written or oral agreements, express or implied, involving that which is the subject matter of this Contract.

XV. BOYCOTT OF ISRAEL CERTIFICATION

The Contractor hereby certifies that they are not currently engaged in a boycott of Israel and agrees, for the duration of this contract, not to engage in a boycott of Israel based on NRS 332.065(4).

IN WITNESS WHEREOF

District has caused this Contract to be executed by its officers, duly authorized, and Contractor has subscribed same this ____ day of September, _____.

KINGSBURY GENERAL IMPROVEMENT DISTRICT

BY _____
Derek Dornbrook, General Manager

ATTEST:

BY _____

CONTRACTOR:

LOPEZ HOME ENTERPRISES LLC, DBA LOPEZ SNOW REMOVAL

BY _____
Jaime Lopez, Managing Member

EXHIBIT "A"

GENERAL CONDITIONS AND SPECIFICATIONS FOR THE KINGSBURY GENERAL IMPROVEMENT DISTRICT CONTRACT FOR SNOW REMOVAL

I. SCOPE OF WORK:

The work to be done under this Contract consists of performing snow plowing of streets, the application of sanding and/or anti-icing materials to streets, the removal of snow from in front of and around fire hydrants and related tasks. Plow operations are deficient and unacceptable if they result in fire hydrants being inaccessible by first responders. Plowing operations are to be conducted and concluded in a fashion that assures ready hydrant access. Contractor is not responsible for removing snow from around hydrants that accumulates naturally during a snowstorm, provided the Contractor's operations did not contribute to the obstruction. Operators shall not cover or obstruct hydrants with plowing debris; and the Contractor shall cause the removal of any such debris from around hydrants such they are accessible by first responders prior to the end of that operator's shift. Upon discovery by District staff of hydrants in need of clearing, Contractor shall do so within 24 hours of notification. Scope includes the widening of streets narrowed by snow buildup. Unless otherwise specified herein, the Contractor shall furnish all labor, material and equipment to perform the work.

II. LOCATION OF WORK:

The work shall be accomplished on public streets maintained by the District within its boundaries. Kingsbury Grade, State Route 207, is maintained by the Nevada Department of Transportation and is not a part of this Contract. At the direction of District, some private roads within the District may be plowed under provisions of this Contract to allow District to access its service infrastructure.

Contractor and Contractor's operators are responsible for familiarizing themselves with District's roads and adjacent properties, including all hazards. District will provide, install and maintain road markers and snow stakes at its expense. Contractor will assist District as requested in determining where markers should be placed to protect property and drivers, and will advise District of missing or damaged markers throughout the term of this Contract. The District will have the final determination of placement of markers; however, Contractor shall be responsible for any and all damages caused by impact with any fire hydrant or other improvement whether or not properly marked.

III. PREVAILING WAGES AND CONTRACT:

Prevailing wages are not required under this Contract.

IV. PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish annually a Performance Bond and a Payment Bond, each in the amount of \$480,000, for the term of this Contract. Such bonds shall be in a form approved by the District and executed by one or more surety companies authorized to do business in Nevada in compliance with N.R.S. Chapter 339.

After Contractor has satisfactorily performed snow removal for the District for two (2) or more consecutive years, the District may, at its option and upon the request of Contractor, withhold from each payment to Contractor ten percent (10%) retention in lieu of requiring Performance or Payment Bonds. If Contractor thereafter satisfactorily performs for one year, then the retention shall be returned on June 1. Retention will be held during each contract year for which bonds are not provided.

V. LICENSES:

The Contractor and any approved subcontractor, and all employees and agents of both, shall be appropriately licensed to perform all the work under this Contract. At minimum, the Contractor must meet State of Nevada Business Licensing requirements and be in compliance with all local, state, and federal regulations to contract with the District. If circumstances arise in the performance of this Contract that require services which are not within the licensing authority of the Contractor, it shall immediately notify the District of this fact so that District can arrange for performance of the work, in which case the District shall coordinate and supervise such work. Contractor shall ensure that all persons who operate any equipment under this Contract are properly trained and licensed for the equipment they operate and the tasks that they perform.

VI. SUBCONTRACTORS:

Except with prior written authorization of the District, no subcontractor will be recognized as such, and all persons engaged in the work will be considered Contractor's employees, and Contractor will be responsible for their work. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractor and the District.

VII. SUPERINTENDENCE AND PERSONNEL:

The Contractor shall designate in writing, before starting work, the names and phone numbers of authorized representatives who shall have complete authority to represent and act for the Contractor. An authorized representative shall be readily available at all times. The Contractor is solely responsible for the superintendence of the work and for its safety and progress. The District shall notify the Contractor's authorized representatives when, in the opinion of the District, conditions warrant additional or reduced snow removal efforts. The Contractor shall provide sufficient experienced, properly licensed and trained personnel to do the work outlined in this Contract and shall not employ any unfit or unskilled person.

Prior to (and during multi-day) storm events, the Contractor shall provide direct contact information for authorized representative in charge of the plowing operations. This allows

the District to more effectively handle customer complaints, calls from law enforcement, and other issues as they arise. The Contractor's authorized representative shall also advise District of cessation of operations concurrently therewith.

VIII. SAFETY:

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. Safety provisions shall conform to all present, amended and future applicable federal, state, county and local laws, ordinances, and codes, to the rules and regulations established by the Nevada Department of Industrial Safety, and to all other laws applicable to the work.

IX. INSTRUCTIONS

The District will furnish the Contractor maps of the District for use by Contractor's drivers. Maps will designate roads to be plowed and primary and secondary sanding routes. Roads will be sanded as needed at the direction of the District. It is the District's goal to balance safety of the traveling public, expense and environmental concerns of the snow plowing activity on its roadways by minimizing unnecessary sanding efforts. However, public safety is the dominant factor.

X. PERMITS AND REGULATIONS:

Permits and licenses necessary to perform the work shall be obtained by the Contractor at its expense. The Contractor shall acquaint itself with, and abide by, all requirements of this Contract and related documents. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work. If the Contractor observes that this Contract's specifications are at variance therewith, it shall promptly notify the District in writing and specifically detail any such discrepancies. If the Contractor performs any work contrary to such laws, ordinances, rules, and regulations, Contractor shall bear all costs, penalties, fines and attorney's fees incidental thereto.

XI. DISTRICT'S RIGHT TO TERMINATE CONTRACT OR TO DO WORK:

In the case of unsatisfactory performance by Contractor, District may provide snow removal to supplement Contractor's work without terminating the Contract, and Contractor shall be responsible for any increased costs above the rates specified by this Contract incurred by District, whether resulting from District's efforts or those of a third party.

If the Contractor should be adjudged voluntary or involuntary bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of it, or if it is insolvent, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled or trained personnel or provide properly maintained equipment, or should fail to perform effective snow removal, provide adequate quality sand and salt or perform sanding to a reasonable level of effort and care, or if it should fail to make prompt payment to its employees or subcontractors for material or labor, or persistently disregard governing law, ordinances, codes or the instructions of the District, or otherwise be guilty of a substantial or material breach or violation of any provisions of

this Contract, then the District may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate this Contract with Contractor. In such case, the Contractor shall not be entitled to receive any further payment under this Contract.

If the District terminates the Contract for unsatisfactory performance, Contractor shall be responsible for any increased cost in snow removal above the rates specified by this Contract for the balance of the Contract term.

In the event of disagreements, all parties agree to meet and confer prior to any action. Contractor will be provided reasonable opportunity to cure deficiencies prior to default or termination for unsatisfactory performance.

NRS 332.065, Subsection 3. states "If after the lowest responsive and responsible bidder has been awarded the contract, during the term of the Contract he or she does not supply goods or services in accordance with the bid specifications, or if he or she repudiates the contract, the governing body or its authorized representative may re-award the Contract to the next lowest responsive and responsible bidder without requiring that new bids be submitted. Re-awarding the Contract to the next lowest responsive and responsible bidder is not a waiver of any liability of the initial bidder awarded the contract." District may elect to exercise this right in the event of Contractor's uncured default.

XII. INSURANCE:

The Contractor shall obtain at its own expense all required insurance. Such insurance must have the approval of the District as to limit, form, and amount and be in accord with this Contract. The Contractor will not permit any District approved subcontractor to commence any work until the insurance requirements have been complied with by such subcontractor. Contractor shall obtain and maintain Workers Compensation Insurance and Comprehensive General Liability and Property Insurance. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The Contractor will provide District certificates issued by the insurance carrier showing that such policies are in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days written notice to be delivered by certified or registered mail to the District. In case of the breach of any provision of this Article, the District, at its option, may take out and maintain at the expense of the Contractor such insurance as the District may deem necessary and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

A. Comprehensive General Liability Insurance: The Contractor shall submit written evidence that it and/or its subcontractors have obtained full Comprehensive General Liability Insurance coverage. This coverage will provide for both bodily injury and property damage and be in the minimum amounts of \$2,000,000.00 per occurrence and \$3,000,000.00 aggregate. The Bodily Injury portion will include coverage for injury,

sickness, disease, or death, arising directly or indirectly out of, or in connection with, the performance of work under this Contract. The Property Damage portion will provide for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of, or in connection with, the performance of work under this Contract. Included in such insurance will be contractual coverage sufficiently broad to ensure compliance with that provision titled "Indemnity" hereinafter. The Comprehensive General Liability Insurance will include as Additional Named Insureds the District and each of its officers, agents, and employees.

B. Workers' Compensation Insurance: The Contractor shall submit written evidence that it has obtained for the period of the Contract full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the work under this Contract. This insurance will be in strict accordance with the requirements of the most current and applicable State of Nevada laws, including any amended laws taking effect during the term of this Contract. The Contractor shall, before the commencement of the work herein, and on an annual basis, thereafter, furnish to the District a certificate of coverage in compliance with Nevada Workers' Compensation laws.

C. Automobile Liability: The Contractor shall submit written evidence that it has obtained full Business Auto insurance coverage. This insurance shall include protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, operations, maintenance or use of equipment of the insured, or by its employees, agents or consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance shall be not less than \$1,000,000 combined single limit per accident, including non-owned and hired, applying to bodily and personal injury and property damage.

XIII. INDEMNITY:

The Contractor shall hold harmless, indemnify, and defend the District and each of its officers and employees and agents from any and all liability claims, losses, or damages arising or alleged to arise from or during the performance of the work described herein, and specifically including any personal injury, property damage, or any other loss caused by or occurring as a result of Contractor's performance of the Contract.

XIV. PRESERVATION OF PROPERTY:

The Contractor shall take all precautions necessary to prevent damage to all property and improvements, including above-ground and underground utilities, fire hydrants, trees, shrubbery, fences, signs, mailboxes, driveways, survey marks and monuments, buildings and structures, the District's property, adjacent property and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by reason of the Contractor's operations, they shall be replaced and/or restored at the Contractor's expense, to a condition at least as good as the condition they were prior to the injury or damage. Roadway delineation/snow stakes shall be included in "District's

property”. When delineation is damaged beyond repair and new delineation must be installed, the cost of the delineation will be the Contractor’s responsibility.

On or before September 1 of each contract year, the Contractor shall notify District, in writing, of any observable hazards existing on the streets that could reasonably cause injury to its drivers or damage to its equipment. District will repair, eliminate or mitigate such hazards upon adequate notice.

XV. ACCIDENTS:

The Contractor shall promptly report in writing to the District all accidents arising out of, or in connection with, the performance of the work, giving full details and the names, addresses and statements of witnesses. In addition, if death or serious injury or serious damage occurs, the accident must be reported immediately to the District by telephone or messenger. If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the District, giving full details of the claim. “Promptly report” is defined as within one business day.

XVI MATERIALS AND EQUIPMENT:

If the Contractor proposes to substitute materials or equipment from those specified, it shall first request approval from the District of the proposed substitutions. No substitutions may be made without prior written approval of the District.

XVII. RECORDS:

The Contractor shall at all times maintain adequate books and records pertaining to work under the Contract and documenting work performed, hours worked, and quantities and costs of materials for sanding and fuel. All records shall be available to District during regular business hours upon reasonable prior notice.

XVIII. CONSIDERATION:

Contractor shall be fully responsible for the prompt payment of all bills, wages and salaries including all taxes and insurance of its employees.

For its services, Contractor shall be paid a seasonal “flat rate” of Four Hundred Eighty Thousand Dollars and no cents (\$480,000.00) for the 2025-2026 plow season; and for the 2026-2027 plow season; and for the 2027-2028 plow season. If the extension is exercised, the same fee will apply to each additional plow season.

The annual flat rate contract amount is “all inclusive,” meaning that no other fees or charges of any type or kind will be demanded by Contractor for services under this Contract, or paid by District unless agreed upon in writing or otherwise provided for herein. Efforts and matters included in the flat rate include, by way of example and not limitation, any and all equipment necessary to properly complete the Contractor’s duties hereunder, labor,

insurance, permits, disposal, storage, hauling, sand, salt, brine, subscriptions, recordkeeping and reporting.

The flat fee arrangement notwithstanding, Contractor shall maintain records of all its work, materials, labor and expenses utilized in the performance of this Contract and will share same with District each and every month for informational and statistical purposes.

It is reasonably foreseeable that Contractor may be called upon by District to perform additional work for District's benefit which falls outside the scope of work identified in this Contract. Such services shall only be performed pursuant to a written direction by District and acceptance by Contractor. In such cases the following payment protocols will be observed and followed by the parties.

For out-of-scope work, Contractor may submit invoices immediately after the work is performed. Payment under this Contract shall be made for each documented hour or partial hour of equipment used for the out-of-scope tasks. Partial hours shall be documented and paid for in (1/4) quarter hour increments. In support of each billing, Contractor shall supply time records showing date, driver's name, general location of work performed, nature of the work performed, equipment used, hours of work, a measurement of materials used, if any, and fuel invoices if a fuel surcharge is permitted.

Payment shall be made to Contractor within fifteen days of receipt of an out-of-scope invoice, subject to verification by District of work performed.

The Contractor shall accept the compensation as herein provided as the full payment for furnishing all superintendence, labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for executing the work according to the Contract documents. No compensation will be made in any case for loss of anticipated profits.

Payments Withheld: The District may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

1. Claims filed or reasonable evidence indicating probable filing of claims.
2. Failure of the Contractor to make payments properly to subcontractors, suppliers or employees or for material or labor.
3. Failure of the Contractor to repair damage to private property or in right-of-way.
4. Failure to maintain or repair required equipment to meet performance requirements.

XIX. ISSUES WITH PRIVATE PROPERTY OWNERS AND THE GENERAL PUBLIC:

All complaints of third parties about snow removal or sanding shall be directed to District, which will direct matters to the Contractor as appropriate. Drivers shall not enter into discussions with the public and shall instead refer such persons to the District's designated representative.

District and Contractor shall cooperate in the removal of vehicles from the right-of-way when they are impeding snow removal. Contractor shall first notify the Douglas County Sheriff and then notify the District representative of such impeding vehicles.

XX. PAYMENT PRACTICES:

Unless this Contract is terminated as set forth herein, the District will guarantee an annual payment of \$480,000 per season of the Contract with a 10% deposit due at the beginning of each season and monthly payments thereafter. The initial payment of 10% will commence on October 1st, followed by 8 equal monthly payments commencing on November 1st.

XXI. SNOW REMOVAL AND SANDING PROCEDURES:

A: PROCEDURES

Contractor shall perform snow removal and sanding on designated streets maintained by the District and on private roads within District boundaries that are designated by the District.

1. Unless District notifies Contractor otherwise, plowing operations shall commence when the snow reaches a depth of three (3) inches on the road at the intersection of North Benjamin and Kingsbury Grade. Sanding shall begin as soon as surfaces on regularly-sanded streets have the potential to become slippery, as determined by the District.
2. Contractor shall ensure school bus routes are free of snow and apply sanding materials prior to the normal travel time of school buses and, when conditions permit, by 7 a.m. if the snow is at or over three (3) inches deep.
3. Sanding shall be done on streets designated by the District before 7 a.m. and again early afternoon when streets are icy and at such other times as conditions warrant.
 - a. District shall designate Primary and Secondary Sanding Routes. Secondary sanding routes shall only be sanded with approval of the District Representative or designate. Areas not identified as Primary or Secondary shall only be sanded at the direction of the District Representative or designate. District reserves the right to reduce or expand the routes based on operational requirements.
 - b. Type "D" Sand meeting the Nevada Department of Transportation specification shall be exclusively used in the sand/salt mix applied to streets.

- c. The District shall designate the application rate, width and symmetry of sand application.
 - d. The District shall communicate to the Contractor any changes in application rate from the calibrated rate of application as defined herein.
 - e. The District shall designate the width of spread pattern to use on each route unless this has been pre-arranged. In no case shall the spread pattern formed by the material extend beyond the traveled portion of the road.
4. Plow operations are deficient and unacceptable if they result in fire hydrants being inaccessible by first responders. Plowing operations are to be conducted and concluded in a fashion that assures ready hydrant access. Operators shall not cover or obstruct hydrants with plowing debris; and the Contractor shall cause the removal of any such debris from around hydrants such that they are accessible by first responders within 24 hours. Contractor shall assume responsibility for any snowplow damage to such fire hydrants and shall indemnify and hold District harmless for damages to hydrants or any claim resulting from Contractor removing snow from fire hydrants, whether or not such hydrants are adequately marked. District, with input from Contractor, will endeavor to reliably mark hydrant locations.
 5. Contractor is not responsible for removing snow from around hydrants that accumulates naturally during a snowstorm, provided the Contractor's operations did not contribute to the obstruction. All required hydrant snow removal shall be completed within 24 hours of notification, as determined by District staff.
 6. A rotary snow blower shall be used in such areas as are designated by District, with District authorization prior to each use.
 7. District reserves the right to perform limited plowing (up 25% of the plowing work). If District plows, District shall coordinate its efforts with Contractor so that the work is not overlapped. Such coordination shall include but not be limited to a meeting with the Contractor to communicate specific streets that the District will plow, specific days and times that the District will take responsibility for plowing, and when the Contractor shall resume plowing and/or sanding responsibilities for those specific streets. Contractor shall not be liable for damage caused by District plowing efforts. District's supplemental plowing shall not affect the Contractor's payment.
 8. District will perform anti-icing operations within specific areas of the District. District shall coordinate such efforts with Contractor. Such coordination shall include but not be limited to a meeting with the Contractor to communicate specific streets that the District will perform anti-icing operations, specific days and times that the District Work will be performed, and when the Contractor shall resume anti-icing responsibilities for those specific streets. Contractor shall not be liable for damages resulting from District's anti-icing operations. Contractor shall be responsible for the overall safety of the roads at all times.

9. When practical, loader and plow truck blades shall be turned away from driveways, intersections, and fire hydrants to reduce or eliminate berms. Intersection berms shall be cleared regularly during and immediately after a storm.

B: EXCESSIVE WINTER SANDING MATERIALS/ABRASIVES USAGE

1. The District has determined the amount of winter sanding materials/abrasives required to complete each route based on normal rate of application and even coverage.
2. Contractor shall utilize best efforts to comply with District's determinations as to amounts of products mentioned in the previous paragraph and will avoid excessive application of sanding materials and abrasives. This is necessary for Lake Tahoe clarity concerns.
3. Should the winter sanding material/abrasives usage as a function of distribution rate as measured by the spreader controls (+/-5%) not equal the actual volume of winter sanding materials/abrasives used, the spreader will be deemed to be operating improperly or the load to have been spread incorrectly. If so, the Contractor shall immediately advise the District and shall do the following:
 - a. Should the Contractor have a spare spreader; the Contractor shall remove from service the out of calibration spreader. The Contractor shall make the spreader switch recognizing that time is of the essence. The District and Contractor shall agree on the time required to make the switch safely.
4. If the Contractor does not have a spare spreader, District may permit the Contractor to use the out of calibration spreader on the current winter event.
5. The out-of-calibration spreader shall be re-calibrated and available within twenty-four (24) hours, or other District and Contractor agreed upon time frame.
6. The Contractor shall ensure that the actual volume of winter sanding materials used is included in daily reports. This shall be reported in cubic yards.
7. Upon completion of an assigned route the Contractor shall return any unused winter sanding materials to its place of origin and again shall ensure that the actual cubic yard volume of winter sanding materials used is included on the daily reports.
8. The Contractor shall be aware that large or foreign objects may exist in the sanding materials. The Contractor shall take such precautions to prevent damage to its equipment and public from such objects. District will not be responsible for any damages from such objects loaded into the Contractor's spreaders.

XXII. EQUIPMENT:

A. MINIMUM EQUIPMENT REQUIRED.

Contractor shall have in good working order for the performance of this Contract the following equipment. Substitutions may be made only with the approval of District and will be documented with an amendment to this Contract. Other equipment and hourly rates (if applicable) may be listed (will not be included in determining the rate for bidding) but

could be made available by the Contractor for use under this Contract as approved by the District. Minimum equipment required, when not available during a snow event may be cause for a deduction of payment (at the rate specified in the bid) unless suitable substitution has been approved by the District.

The Contractor shall submit proof of ownership or proof of procurement of the minimum required equipment. For the 2025 Contract Year, such proof shall be submitted no later than October 10, 2025, and for each subsequent Contract Year, no later than September 30. Delivery of all required equipment shall occur no later than the end of the third week of October of each Contract Year. Failure to comply with these requirements shall constitute a breach of this Contract.

Plowing/Blowing units as specified:

1. **Five (5) fully chained wheel loaders with 10 to 14-foot snow blades and/or plow with wings/gates, and a minimum of three (3) three-cubic yard buckets.**
2. **Two (2) large rotary snow blowers** with minimal capacity each of **2500 tons** per hour. And two **(2) small rotary snow blowers** with capacity of approximately **600 to 1000 tons** per hour. Blowers may be loader-mounted.

Plowing/Sanding and Salting units as specified:

1. **Three (3) Spreader/Snowplow Combination Trucks** with drive wheels chained with **5 to 7 cubic yard spreader box / hopper, 10 to 14-foot reversible snow blade** complete with operators (this includes one extra truck for back-up). All trucks must be able to be fitted with **GPS** sensors to indicate plow up/down.
2. **Two (2)** of the spreader trucks must have both **pre-wetting and anti-icing** capability and be equipped with a minimum liquid tank capacity of **490 gallons** per spreader truck.
3. **One (1) Support truck (1ton)** for fuel, chains, hoses, and backup spreader which shall include **plow**.

All snowplow units shall be equipped with variable speed spread control system capable of controlling the application rate of sand or the sand/salt mixture. Auxiliary motors are not permitted. All must be capable to be fitted with GPS sensors for plow up or down.

Variable speed spread control devices shall be able to be calibrated to ensure consistent and uniform delivery of material to the road. It is preferred for the spread rate application settings to be controlled from inside the cab of the vehicle. All must be suitable to be fitted with GPS sensors for spreader on/off protocol.

All plow trucks will be fitted with prescribed vehicle tracking system modules. Contractor is responsible for use, maintenance, and security of these tracking units. The GPS unit is connected to the electronic wiring harness system of the vehicle. Detailed information on the current system being used can be found at <http://www.networkfleet.com> The District will pay the monthly monitoring charges. The District will allow the Contractor limited

access to various functions within the software and to generate reports. District will have open access to all available data, including GPS data. Camera footage and photos to be available promptly upon request. Equipment not meeting the above requirements will be rejected. Within the provisions of this Contract and upon mutual agreement the Contractor may make equipment available to complete other District assignments which the Contractor is licensed and qualified to perform.

XXIII. SANDING AND ANTI-ICING MATERIALS:

- A. Contractor shall prepare and provide mixed sand and salt for sanding at a ratio not to exceed 1 part salt to 3 parts Type "D" at Contractor's cost. Contractor shall provide covered storage for the sand/salt mixture and maintain moisture content at less than 2%. Alternatively, District, at its discretion, may provide and store mixed sand/salt for Contractor's use with appropriate notice.
- B. District may seek to explore sanding and anti-icing alternatives during the term of the Contract and reserves the right to negotiate with Contractor the implementation of a different sanding and anti-icing program which may include, among other things, pre-wetting of the sand/salt mix, use of different chemicals and a change in application rates or procedures. District reserves the right to bring the sanding component of the Contract in-house upon reasonable notification to Contractor with appropriate reduction in minimum rate payable to Contractor.
- C. QA/QC: Contractor shall allow the District to obtain samples of the sand/salt mix from spreaders to verify correct sand type and mix ratios.

XXIV. STAGING YARD AND MATERIALS STORAGE:

Contractor may use the District's Operations Yard to stage equipment and material. Contractor shall operate and maintain the yard consistent with all applicable laws and ordinances. Contractor's use of the District Operations Yard shall not interfere with District's use thereof. If the Nevada Department of Transportation (NDOT) determines that changes to the entrance/exit (ingress/egress) of the District's Operations Yard are required. The contractor will not be able to keep staging there. Instead, they will have to secure a different staging yard within 2 miles of the District. That alternative staging area will be at the contractor's own expense.

XXV. DEFINITIONS:

- A. SANDING means the application of abrasives (sand and salt mixture) as it is applied during and after storm events.
- B. ANTI-ICING means pre-wetting the road surface with 23% salt brine and/or salt before a storm event.

XXVI. SAND SPECIFICATIONS (SPEC. "D"):

- A. Moisture content shall not be in excess of 5% of the weight of the material delivered.

- B. Durability Index or hardness must be greater than 75 per ASTM D4644 test. The loss by abrasion must be less than 33%.
- C. The content of material smaller than 100 mesh sieve must not exceed 4.0 percent fines by weight. The content of material smaller than 200 mesh sieve must not exceed 2.5 percent fines by weight. Phosphorus: The maximum phosphorus content shall be 10 parts per million or less.

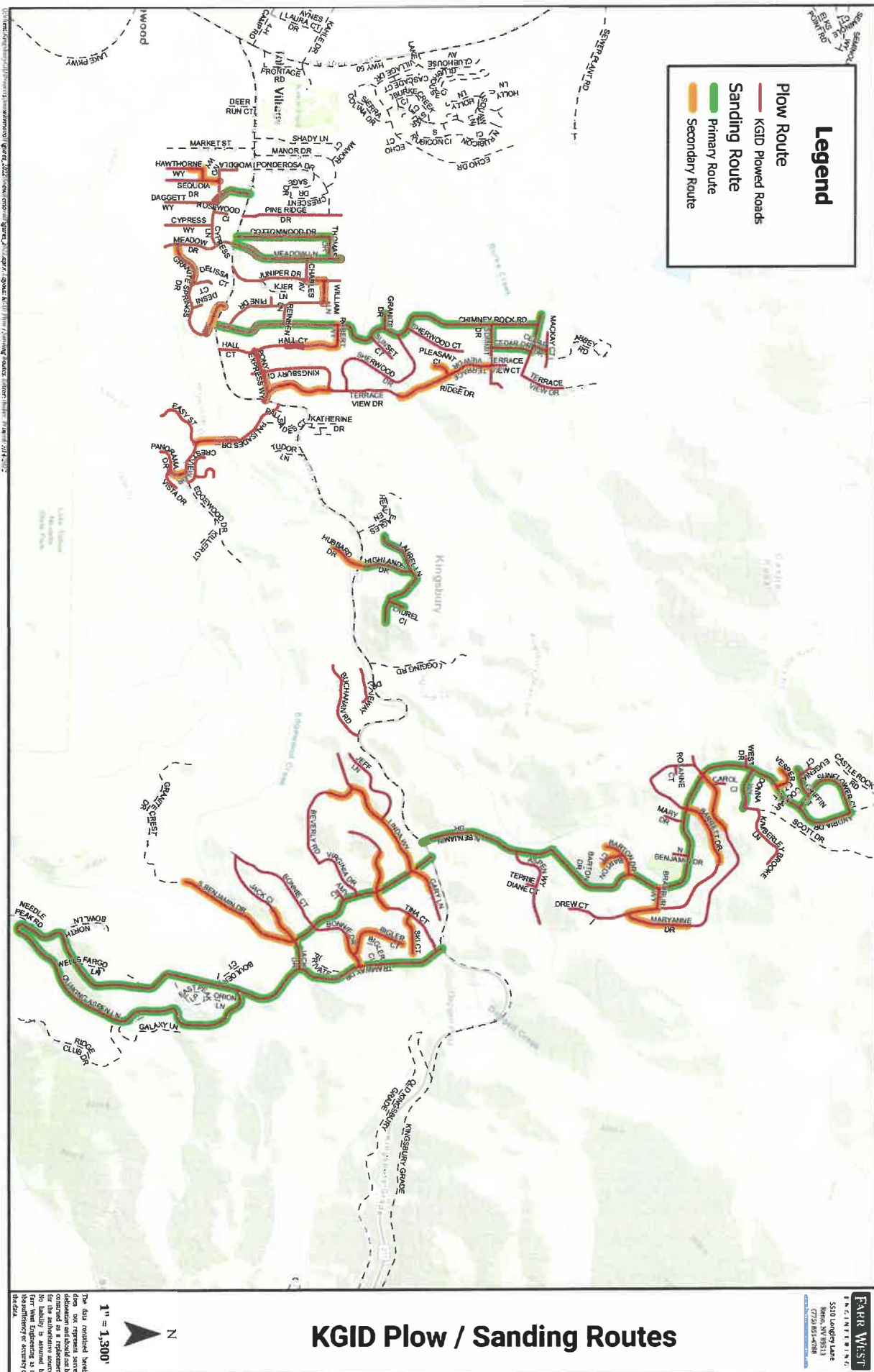
SIEVE SIZE PERCENTAGE PASSING

#4	93% - 100%
#8	40% - 80%
#16	15% - 60%
#50	0% - 20%
#100	0% - 4%
#200	0% - 2.5%

“Percent Fines” means the percent material passing a specified sieve size as determined by the American Society for Testing Materials (AASHTO) “Standard Method for Sieve Analysis of Fine and Coarse Aggregates,” designation 136-84a or AASHTO Designation T27.

“Durability Index” means the hardness of the material or its resistance to breaking down as defined by American Association of State Highway and Transportation Officials (AASHTO) T-210 or Caltrans Test 229.

“Loss by Abrasion” means the percent loss of weight as determined by using AASHTO “Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and impact in the Los Angeles Machine”, Designation AASHTO T-96.





Section 1: Company Introduction

Philosophy

LSR provides exceptional quality snow removal service with the best equipment, the best operators, and the best customer services. We are members of this community and care about our friends and neighbors' wellbeing, which includes being safe and able to continue their days, even in snowy conditions. This drives us to provide quality snow removal responsiveness and customer service. We are truly passionate about this work and grateful to be part of the community that supports our small business. This philosophy has guided us in growing our company and is core to our operations and company identity. It is also why we have excellent references from our clients that have seen us in action.

Lopez Snow Removal (LSR) has eight years' experience in South Lake Tahoe area. Since inception, we have grown from extensive residential service to focusing on improvement districts, government contracts, commercial parking lots, apartment buildings, and HOAs in some of the most challenging areas in South Lake and Stateline. Our core operations are within KGID's service area, so we are very familiar with the unique challenges faced by Kingsbury's terrain.

LSR licensed and in good standing in California and Nevada (Lopez Home Enterprises LLC DBA Lopez Snow Removal). LSR carries General Liability Insurance of one million occurrence and two million aggregate and current workers compensation insurance. This will be raised to the required two million occurrence upon contract award. To date, LSR has only one small claim submitted to insurance (the fender of a small, snow-covered car was damaged) and no litigation.

Team Organization

LSR anticipates consistently utilizing the following primary operators for this contract. LSR reserves the option to supplement additional or alternative crew members as needed. Not all may be required at one time.

Jaime Lopez – Managing Member of Lopez Snow Removal. He has 9 years of snow removal experience, including, operating wheel loaders with bucket/plows, skid steers with both buckets/blowers, plow truck, and compact excavator for both commercial and residential clients. Roofs snow removal, debris removal and deicing as needed. More than 10 years of operator experience in greater Los Angeles area. Including dozers, wheel loaders, excavators, and skid steers for large scale demolitions, skyscraper/office building footings, and foundation work. Jaime is also a licensed CA contractor that can utilize his knowledge and experience for repairs as needed:

Jaime Guzman – Senior operator with Lopez Snow Removal 5 years with experience operating each loader, skid steer (bucket and blowers), and excavator during winter and



summer conditions. Operates the loaders, skid steers, and hand machines. Experienced in heavy snow conditions in Kingsbury area.

Valentine Hernandez – Senior operator with Lopez Snow Removal 6 years with experience operating each loader, skid steer (bucket and blowers), and excavator during winter and summer conditions. Operates the larger loaders, skid steers, and hand machines. Experienced in heavy snow conditions in Kingsbury area.

Brayan Mandujano – Operator with Lopez Snow Removal for 3 years, including experience operating the wheel loaders and skid steers (bucket and blowers). Experienced in heavy snow conditions in Kingsbury area.

Jose Morales – Operator with Lopez Snow Removal for 2 years, including experience operating the wheel loaders and skid steers (bucket and blowers). Experienced in heavy snow conditions.

Scope of Work/Operations Plan

The following operations plan is tailored to suit the site needs and ensure the best service for KGID. For effective and efficient snow removal, Lopez Snow Removal operates in three phases. Tiering the phases of removal allows us to prioritize access without shortchanging long-term site conditions. Scope includes:

- Perform all work and furnish all labor and equipment required to perform snow removal within KGID's district (proximately 22 miles of KGID maintained streets).
- Snow removal begins within 1 hour of snowfall reaching 3 inches of accumulation.
- Perform snow plowing, blowing, sanding, deicing, and/or anti-icing on designated streets.
- Obstructions caused by plowing shall be removed within 24 hours of occurrence. Operators shall not cover hydrants and will be responsible for removal prior to end of operator's shift. Any contractor obstruction of fire hydrants shall be removed within 24 hours of notification as determined by KGID staff.
- Widen streets within 24 hours.
- Respond to KGID dispatch regarding resident or district complaints within 4 hours of notification. The district shall determine whether the complaint is reasonable and warrants contract action within 12 hours.
- Assist in staking the district prior to first snowfall (stakes and road markers to be provided by KGID).
- Submit daily logs of service activity, route coverage and material use on a weekly basis.
- Local staging to be discussed with KGID.

Timing: Lopez Snow Removal (LSR) is available 24/7 and may operate at any time of day to meet contract specifications. LSR actively monitors all snow events and always has staff ready to respond no matter the timing. Per RFP specs, LSR will mobilize within 1 hour of snow reaching 3 inches of accumulation. Our crews have dedicated routes so there is consistent



staffing, allowing for familiarization with the site and assurance of faster, better service.

Communication: Close communication is essential in the beginning of any snow removal partnership, as LSR learns in more detail the nuances of KGID's needs. We prefer to have an onsite manager that can communicate with us directly. Generally, we text with managers on expected snow events, arrivals, any issues or delays, and any changes needed to the service. We're happy to adjust to the client's communication needs/expectations. LSR will automatically respond to a storm event but appreciate prompt communication for any corrections that need to be made or any issues that arise, especially in the beginning phases of the contract. Any damage should be immediately reported to LSR and we can discuss appropriate next steps. Generally, this is minimal and typical to snow removal operations that are resolved in the spring.

Safety: LSR has new equipment that has safety features, proper lighting and safety controls. Our crew are trained and retrained each season, including daily "tailboard" safety meetings. We use tracking on our machines for easy mapping of routes, timing etc.

Phase 1: Triage – Access Priority

Upon accumulation of 2 inches or more, the priority is responding to snow events and providing access. In Phase 1, LSR will prioritize removal of the primary road surface to a width allowable for two-way vehicle passage. Depending on snow conditions and levels of seasonal accumulation, this may vary.

During Phase 1, LSR primarily utilizes its John Deere 644, 544, and 444 wheel loaders with winged plows. These offer the most efficient and thorough operations. The new machines operate efficiently allowing LSR to cover many miles more effectively than with alternative equipment. We generally do not use plow trucks because the plows are not winged and therefore tend to incur more damage and more snow buildup on fire hydrants. Other equipment/plows may be substituted to best fit site needs.

LSR will also utilize 2 municipal scale salt and sand spreader trucks to liberally apply ice control materials. LSR utilizes a mix of sand and salt (typical for municipal needs in cold areas) for best traction on the steep Kingsbury roads. Additional deicer may be utilized as needed and discussed with KGID.

Phase 2: Cleanup/Snow Storage

After a snow event, LSR will return as needed to widen the roads, improve access and cleanup as much as reasonably feasible. Within 24 hours the 644 wheel loader with the blower will conduct road widening. We may also use any of the skid steers with high-flow blowers for widening where the larger blower does not fit to continue efficient operations. Any incidental snow accumulated from snow removal operations around fire hydrants will be removed within 24 hours. This phase may also utilize other large and medium wheel loaders or more skid steers and blowers, depending on site conditions and needs.



Phase 3: Site Maintenance and Preparation

This phase further cleans/widens the site and includes hauling and relocating snow as needed to prepare for additional accumulation. Typically, this phase utilizes the wheel loaders/buckets, skid steers and the dump trailer but may require alternative equipment in heavy snow years.

If requested, LSR may apply of anti-icing liquid brine 12-72 hours before an anticipated snow event, when in its best judgment such application will delay or prevent snow accumulation, particularly in steep areas where additional preventative measures are needed. Not all storms or areas will benefit from brining.

LSR Advantages

As detailed throughout this submission, LSR has a unique and robust operations system to provide the best quality service. Some additional advantages to highlight include:

- **Fast and Responsive** – We utilize the same crew year after year to ensure familiarity with the site and allow for fast and safe snow removal.
- **Communication** – We are easy to work with, responsive, and communicative. We have 24/7 response time, dedicated in-office staff and multiple back-ups to ensure communication flows from KGID to the operators as needed.
- **New Equipment** – New equipment means less break downs, better, more efficient, less fuel stops and safer service.
- **Winged Plows** – Having the right plows makes all the difference in efficient removal and avoiding damage and accumulation on fire hydrants and driveways.
- **Tracking** – All our machines are tracked in real time with GPS monitoring.
- **Cameras** – All our machines have cameras for quality control and incident documentation.
- **Safety is a priority** – Our daily tailboards and frequent training prioritizes safety. Snow removal is dangerous but to date we have only had one incident requiring reports to insurance (a small vehicle hidden in the snow and unflagged).
- **Mechanic on-call** – Should we need assistance we have a staff mechanic on call and a strong working relationship with the John Deere dealer to resolve any issues.
- **Repair/Summer Operations** – We take responsibility for repairs that are a result of snow removal operations and utilize our year-round crew to resolve any issues during the summer.



References

- 1) Ponderosa Pines HOA, Kathy Odom, (775) 901-0698, kgotahoe@gmail.com
- 2) Summit Village HOA, Janet Martell, (775) 3150-5256, summitvillage.nv@gmail.com
- 3) Oliver Park General Improvement District, Stephan Haase, (775) 781-3541 stephan@kingsburysnowremoval.com
- 4) Tahoe Valley Properties, Jerry Williams, (530) 318-0079, jerry@tahoevalleyproperties.com

Section 2: Fee Proposal

Schedule: November 1– April 30 (may be adjusted per Customer requirements)

Seasonal Fixed Price: LSR can offer a seasonal rate of **\$480,000/season**. 10% deposit due at the beginning of each season. Monthly payments thereafter. Alternative payment details negotiable with KGID.

This all-inclusive price includes completion of all work under the operations plan regardless of the number of storms or site visits required to successfully remove and store the snow. It also includes sand and fuel and mechanic repairs. Within this flat rate, LSR will also repair minor damage that may be incurred during typical snow removal operations. With a fixed price, KGID will have no surprise bills, no improper billing for less than 3 inches accumulation, no nickel and diming deicing materials or fuel used. Just fast, effective, and thorough service for its residents. This rate is considered discounted more than 10% from a comparable commercial contract and government contract, accounting for the size, scope, and needs of KGID. This is also a significant discount from KGID's recent snow removal costs. Per public record, KGID appears to have averaged approximately \$609,000/season for seasons 2021, 2022, and 2023, with invoice swings as high as \$1.2 million (not accounting for other costs for litigation or damages etc.). Our fixed rate eliminates the guess work and also ensures a fair rate for both KGID and LSR in heavy and light years.

Rates out of scope work: Additional snow removal will be billed at the following rate (unless otherwise agreed upon). The following rates are discounted 10% from our commercial and other governmental prices.

Crew: \$54

Supervisor: \$76.50

Mechanic (contract related repairs: \$252



Equipment (with 1 hr minimum):

- **John Deere 644G Wheel Loader** - \$270/hr
- **John Deere 544P Wheel Loader** - \$247.50/hr
- **John Deere 444k Wheel Loader** - \$207/hr
- **John Deere 244k Wheel Loader** - \$193.50/hr
- **John Deere 324G Skid Steer** - \$162/hr
- **John Deere 318G Skid Steer** - \$144/hr
- **John Deere 26G Compact Excavator** - \$103.50/hr
- **Big Tex 14LP Dump Trailer** - \$63/hr
- **F600 Dump Truck (5 yard)** - \$135/hr

All rates are valid throughout the contract duration and any extensions.

Section 3: Contract Review and Revisions

LSR raises no exceptions to KGID's Professional Services Contract.

Section 4: Equipment Inventory and Commitment

As discussed above, LSR will utilize various equipment to best suit the snow conditions and phase of treatment. LSR reserves the option to utilize or share alternate equipment of similar type/capacity to allow for best contract execution for KGID.

- 1. John Deere 644G Wheel Loader (2) (40000lb)**
High-capacity wheel loader, manages large snow loads effectively. Dedicated to KGID.
 - a. 4 Yard bucket
 - b. 18 ft plow with wings
 - c. Larue D-445 heavy duty municipal grade, loader mounted two-stage snow blower*
- 2. John Deere 544P Wheel Loader (25000lb)**
High-capacity wheel loader, manages large snow loads effectively. Dedicated to KGID.
 - a. 3 Yard bucket
 - b. 18 ft plow with wings
- 3. John Deere 444k Wheel Loader (12,000lb)**
Medium capacity ideal for tighter areas. Shared within the district.[†]
 - a. 1.5-yard bucket
 - b. 10ft plow with wings
- 4. John Deere 244k Wheel Loader**

* To be acquired upon contract execution.

[†] May be traded/upgraded to 544 if snow conditions require. An additional 544 can also be acquired as needed.



LOPEZ SNOW REMOVAL
KEEPING ALABAMA READY

- (12,000lb) Backup machine for contract.
- a. 1.5-yard bucket
 - b. 10ft plow
- 5. John Deere 330G Skid Steer (70 hp)**
Precise and compact typically utilized for phase 2/3.
- a. 72inch high-flow blower
 - b. 2-yard bucket
- 6. John Deere 324G Skid Steer (70 hp)**
Precise and compact typically utilized for phase 2/3
- a. 72inch high-flow blower
 - b. 2-yard bucket
- 7. John Deere 318G Skid Steer (65 hp)**
Precise and compact typically utilized for phase 2/3
- a. 60 inch high-flow blower
 - b. 2-yard bucket
- 8. John Deere 26G Compact Excavator (20 hp)**
Utilized for tight spaces, snow relocation, build up removal.
- 9. Big Tex 14LP Dump Trailer (7-ton, 17.25 Cubic yards, hydraulic jack)**
Available for snow storage/hauling.
- 10. F600 Dump Truck (5 yard)**
Available for snow storage/hauling.
- 11. Chevy Silverado 2500 Duramax (4X4 flatbed support truck)** Flatbed, tools, fuel, lube, spare parts, hand tools, deicer etc.
- 12. Chevy Silverado 3500 Duramax (Sander truck)**
Spreader for ice control operations (see below)
- 13. Chevy Silverado 5500 Duramax (Sander trucks)**
Spreader for ice control operations (see below)
- 14. Henderson FSM-A heavy-duty salt & sand spreader for trucks* (2)***
Hydraulically powered 7" variable pitch auger to handle the toughest jobs, stainless steel construction, standard top grate screens are included for safety.

* To be acquired upon contract execution.