

**TOWN OF CASTLE ROCK
PURCHASE AGREEMENT
(Purchase of Ice Slicer (Up to 3200 Tons) – Public Works)**

DATE: _____.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the “Town”).

ENVIROTECH SERVICES, LLC, a Delaware limited liability company, 910 54th Avenue, Suite 230, Greeley, Colorado 80634 (“Vendor”).

RECITALS:

I. The Town may authorize a Sole Source purchase if: (1) the product or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town; (2) the product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town; or (3) the Town currently has a contract in place with a vendor for like products or services.

II. The Town hereby engages Vendor pursuant to its Sole Source policy to provide the equipment or goods more fully described in the following Agreement and Exhibit.

TERMS:

1. **Goods to be Provided.** Vendor shall provide to the Town all of the equipment, goods and materials as set forth in *Exhibit 1* (“Goods”). Vendor shall provide the Goods consistent with the standards and practices of the profession.

2. **Total Obligation.** The Town’s total obligation to Vendor under this Agreement for the Goods may be up to, but shall not exceed, **\$453,152.00**, unless authorized in writing by the Town.

3. **Payment.** Vendor shall invoice Town upon delivery of the Goods. The Town may withhold payment in whole, or in part for the Goods found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, or if Vendor is in default of the Inspection and Warranty section, below. Subject to the foregoing, the Town shall remit payment, whether in whole or in part, within fifteen (15) days’ receipt of such invoice.

4. **Term and Termination.** The term of this Agreement shall commence upon execution of the Agreement and expire on **September 30, 2026** (the “Term”). Vendor shall deliver the Goods to the Town as soon as possible upon full execution of the Agreement and Town’s subsequent placement of an order for Goods under this Agreement, but in any event, no later than **September 30, 2026**. The Parties may mutually agree to extend the Term of this Agreement under the same terms and conditions by executing a written amendment to this Agreement prior to

expiration of the Agreement. Nothing in this Section prohibits the Parties from amending the payment section should the Parties elect to extend the Term of the Agreement. Vendor shall devote adequate resources to assure timely delivery of the Goods in accordance with the standards specified in this Agreement. Vendor shall use a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement. Town shall have the right to terminate this Agreement at any time with ten (10) days' written notice to Vendor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

5. **Inspection and Warranty.** Town reserves the right to inspect the Goods provided under this Agreement at all reasonable times and places during the term of this Agreement. Alternatively, the Town may refuse the Goods and cancel all or any part of this Agreement if Vendor fails to deliver all or any part of the Goods in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Goods shall not relieve Vendor of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Goods. If Town elects to accept nonconforming or defective Goods, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount for the price thereof to compensate Town for the nonconformity or defect.

Vendor expressly warrants that all Goods furnished under this Agreement shall be free from defects in materials or workmanship, in accordance with the manufacturer recommendations or other industry standards, and will function in a failure-free manner for a period of one (1) year from the date of delivery. Vendor shall, at its option, repair or replace any Goods that fail to satisfy this warranty during the warranty period. Additionally, Vendor agrees to assign to the Town all written manufacturer warranties relating to the supplies and to deliver such written warranties to the Town.

6. **Risk of Loss.** With respect to any Goods provided under this Agreement, risk of loss shall not pass to the Town until such Goods have been received and accepted by the Town, pursuant to the Inspection and Warranty section above, at the destination specified by the Town. Vendor assumes full responsibility for packing, crating, marking, transporting and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges.

7. **Annual Appropriation.** The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

8. **Assignment.** This Agreement shall not be assigned by Vendor without the written consent of the Town.

9. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given

at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other Party or Parties. Such notice shall be deemed given when deposited in the United States mail.

10. **No Waiver of Colorado Governmental Immunity Act.** The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

11. **Indemnification.** Vendor expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Vendor or any of their employees or agents pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Vendor. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

12. **Delays.** Any delays in or failure of performance by any Party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

13. **Additional Documents & Entire Agreement.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. Further, this Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

14. **Default and Remedies.** In the event either Party should default in performance of its obligations under this Agreement, and such default shall remain uncured for more than ten (10) days after notice of default is given to the defaulting Party, the non-defaulting Party shall be entitled to pursue any and all legal remedies (subject to the following limitation on damages), and recover its reasonable attorney's fees and costs in such legal action. No Party will be entitled to lost profits or incidental, consequential, punitive or exemplary damages in the event of a default.

15. **Waiver.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

16. **Venue, Choice of Law and Disputes.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the

laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

17. **Licenses/Taxes.** Vendor affirms it is licensed to do business in the State of Colorado and is in good standing. Vendor acknowledges Town is a governmental entity that is tax-exempt, and agrees that Town shall not be responsible for paying taxes associated with or arising out of this Agreement unless Town is not exempt from said taxes.

18. **Independent Contractor.** Vendor and the Town hereby represent that Vendor is an independent contractor for all purposes hereunder. Vendor represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Vendor represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, Vendor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Vendor shall not create any indebtedness on behalf of the Town.

19. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Vendor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Town or Vendor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

20. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Vendor and bind their respective entities. This Agreement is executed and made effective as provided herein.

21. **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the Parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other Party and sent by electronic mail. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

22. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; (2) Exhibit containing the description of Goods; (3) Exhibit containing Vendor's certificate of insurance; and (4) all other documents, including but not limited to any order placed under this Agreement.

ATTACHED EXHIBITS:

EXHIBIT 1 – DESCRIPTION OF GOODS

EXHIBIT 2 – VENDOR'S CERTIFICATE OF INSURANCE

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Kaitlin Parker, Assistant Town Attorney

Daniel Sailer, Director of Public Works

VENDOR:

ENVIROTECH SERVICES, LLC

By: _____
(Print Name)

(Signature)

Its: _____
(Title)

EXHIBIT 1

DESCRIPTION OF GOODS

Town may place an order with Vendor for Ice Slicer granular de-icing material (the “Goods”) under this Agreement at any time prior to the expiration of the Agreement. Upon receipt of the Town’s order for Goods issued under this Agreement, which order may be for up to but will not exceed 3200 tons, Vendor shall timely provide Town with the ordered amount of granular de-icing material as soon as possible but in any event no later than September 30, 2026. Vendor shall invoice Town based upon the amount of Ice Slicer ordered by the Town, but in no event shall the Town’s total obligation to Vendor under this Agreement for the Goods exceed \$453,152.00, unless authorized in writing by the Parties’ execution of a written amendment to this Agreement.

The Parties understand and agree that the price per ton for the Goods is set by a competitive state bid (shown below and providing for a current price per ton of \$141.61 for 10 calendar day deliver or \$145.61 for 5 calendar day delivery), and that the Town is permitted to purchase the Goods at that pricing, and further that Vendor is anticipated to announce an “Early Fill”/discounted pricing of the Goods around May and that the Town is permitted to purchase the Goods at any such discounted pricing.



PO Box 5512 • Denver, CO 80217

For Inquiries:
West Region • 509-936-7102
Rocky Mtn Region • 800-577-5346
Midwest Region • 800-881-5848
ETS East • 877-664-3401

Quotation

Quotation Date:	Date Printed:	Expiration Date:
	12/18/25	4/30/25
Quotation Number:	Revision No:	Customer Number:
S8734	1	11127
Your Reference:		Our Reference:
invoices		Sabrina Jones

Delivery Address:
Justice Way
General Delivery
675 Justice Way
Castle Rock CO 80109

Document Address:
Town of Castle Rock
4175 Castleton Court
Castle Rock CO 80104

Product Application
Length in Feet:
Width in Feet:
Rate in Gallons:

Wanted Delivery Date:
12/18/25
Payment Terms:
30 Days Net
Label Note:

Water Application
EnviroTech: N
Rate:
Gallons Required:

Del	Description	Qty	Unit	Price/Unit	Disc. %	Net Amount	Gross Amount
1	Ice Slicer® RS	3,200	ton	141.61	0.00%	453,152.00	453,152.00

Net Total: 453,152.00

Gross Total 453,152.00

Disclaimer: No warranty is conveyed concerning this product, be it expressed or implied. This includes but is not limited to a warranty of merchantability or fitness for a particular purpose. Product performance may vary depending on road conditions, traffic counts, weather and other related factors.

Ice Slicer Scope of work.

Vendor shall provide all of the equipment, goods and materials as set forth on **Exhibit 1** (up to 3200 tons of Ice Slicer not to exceed that quoted price of \$453,152.00). Vendor shall provide the Goods consistent with standards and practices of the profession.

EXHIBIT 2

VENDOR'S CERTIFICATE OF INSURANCE

	SUBJECT: APPENDIX J – SOLE SOURCE JUSTIFICATION FORM	Approval Date 1/1/2018
	DIVISION AND POLICY NUMBER PURCHASING	Revision Date 9/16/2022

COMMODITY OR SERVICE Ice Slicer RT

VENDOR Envirotech Services LLC

AMOUNT OF PURCHASE \$ \$453,152.00

REQUESTORS NAME Daniel Lord

DS
DL

DEPARTMENT Public Works

Initial
JL

DEPARTMENT DIRECTOR's Approval Signed by:
John LaSala
F1211F879A57410...

FINANCE DEPARTMENT's Approval - Purchasing Analyst: Signed by:
Christina Buster
A9A180C2EDD0407...

Pricing based on State of CO Price Agreement #311002284. -CB

Finance Director: DocuSigned by:
Trish Muller
47B109A71C08406...

TOWN MANAGER's (or Designee) Approval Signed by:
David L. Cortiss
1BB545/CFF75414...

Initial
JL-DS
DL
CB
Initial
JL

PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
1. Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town of Castle Rock.	<input type="checkbox"/>
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town of Castle Rock.	<input checked="" type="checkbox"/>
3. Emergency purchases where the well-being of the citizens, employees or Town property may be endangered if the purchase is delayed.	<input type="checkbox"/>
4. Town of Castle Rock currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or Town function.	<input type="checkbox"/>

Per Municipal Code 3.02.060:

Purchases over \$1,000 and up to \$5,000 require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidder.

Purchases over \$5,000 and up to \$75,000 require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over \$75,000 require formal written sealed bids unless waived by the Town Council on the basis of sole source, emergency or unresponsive bidders.

The requesting department must provide written justification in addition to the one bid/quote to the Finance Department for review and forward it to the Accounting Manager. **Attach additional sheets as necessary.**

Envirotech is the sole distributor of Ice Slicer granular de-icing material. Ice Slicer is a unique salt that is pretreated by the supplier with a two percent Magnesium Chloride Solution to enhance brining capabilities. It is naturally colored, allowing plow drivers to see applications to help prevent wasted applications. Minerals found within the product allows for effective melting of ice at lower temperatures than with plain Sodium Chloride. The product is the material of choice presently approved for use in the Town's snow and ice program. This product is a unique mineral composition and mined from only one facility worldwide, located in Utah. Envirotech Services Inc. is a subsidiary of Redmond Corp.