

INDY OAK TOD METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 / 800-741-3254
Fax: 303-987-2032
<https://indyoaktodmd.colorado.gov/>

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Eric Knorr	Treasurer	2025/May 2025
Nicholas Coy	Assistant Secretary	2025/May 2025
Aaron Anderson	Assistant Secretary	2027/May 2027
VACANT		2027/May 2027
VACANT		2027/May 2027
Peggy Ripko	Secretary	(non-elected position)

DATE: January 23, 2024
TIME: 4:00 P.M.
LOCATION: VIA ZOOM
Please email Peggy Ripko if there are any issues (pripko@sdmsi.com)

Join Zoom Meeting
<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUjZzc1VMWtJFZjFHdz09>

Meeting ID: 862 6755 0643
Passcode: 987572

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest and confirm quorum.

B. Approve Agenda, confirm location of the meeting, and posting of meeting notice and designate 24-hour posting location.

C. Discuss vacancies on the Board of Directors; Appoint eligible elector to the Board of Directors (if applicable).

D. Consider appointment of Officers:

President _____
Treasurer _____
Secretary _____

Asst. Secretary _____
Asst. Secretary _____
Asst. Secretary _____

II. PUBLIC COMMENT

Members of the public may express their views to the Board on matters that affect the District and not otherwise listed on the agenda as public hearings. Comments will be limited to three (3) minutes per person.

III. LEGAL MATTERS

A. Update regarding negotiations related to allegations of property damage to fencing and retaining walls in Pearson Grove.

1. Adjourn to executive session pursuant to Sections 24-6-402(4)(b) and (e), C.R.S., to receive legal advice on negotiations related to allegations of property damage to fencing and retaining walls in Pearson Grove (if necessary).
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IV. LANDSCAPE MATTERS

A. Discuss street snow removal for Oak Street.

B. Discuss and consider rescinding approval of 2023 Maintenance Agreement with Environmental Designs, Inc., for winter services and dog station maintenance.

C. Discuss and consider rescinding approval of 2024 Landscape Maintenance Agreement with Environmental Designs, Inc., for landscape services.

D. Discuss and consider approval of Master Service Agreement with Environmental Designs, LLC, for Outdoor Maintenance Services (the “MSA”) (enclosure).

1. Discuss and consider approval of MSA Task Order No. 1 for 2023-2024 Pearson Grove Snow Removal Services to be paid for on a time and material basis.
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2. Discuss and consider approval of MSA Task Order No. 2 for 2023-2024 Oak Street Snow Removal Services to be paid for on a time and material basis.
-

3. Discuss and consider approval of MSA Task Order No. 3 for 2023-2024 Pearson Grove Winter Dog Station Maintenance Services to be paid for in four monthly installments of \$291.15, commencing in December 2023 and ending in March 2024, for a total amount of \$1,164.60.
-

4. Discuss and consider approval of MSA Task Order No. 4 for 2024 Pearson Grove Landscaping Services to be paid for in nine monthly installments of \$1,094.68, commencing in April 2024 and ending in December 2024, for a total amount of \$9,850.68.
-

5. Discuss and consider approval of MSA Task Order No. 5 for 2024 Oak Street Landscaping Services eight monthly installments of \$2,421.59, commencing in April 2024 and ending in November 2024, for a total amount of \$19,372.72.
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V. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 22, 2024.**

MASTER SERVICE AGREEMENT FOR OUTDOOR MAINTENANCE SERVICES

THIS MASTER SERVICE AGREEMENT FOR OUTDOOR MAINTENANCE SERVICES (“**Agreement**”) is entered into on _____, 2024, and made effective as of October 1, 2023, by and between **INDY OAK TOD METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **ENVIRONMENTAL DESIGNS, LLC**, a Colorado limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, generally described in **Exhibit A**, attached hereto and incorporated herein, the specific scope of which will be determined on a Task Order (“**Task Order**”) basis, as more particularly described herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Shall not enter into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement, a Task Order, or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is

and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.5, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.5. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. TASK ORDERS; COMPENSATION

2.1 Task Orders. The Services to be provided hereunder shall be performed for specific portions of Services, pursuant to a separate Task Order. A form of Task Order is set forth on **Exhibit B**, attached hereto and incorporated herein.

2.2 Compensation. The Consultant shall be paid as set forth in the Fee Schedule/Contract Price set forth in each Task Order.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in the applicable Task Order, unless otherwise approved in advance by the District in writing pursuant to a Task Order.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of the Services under all Task Orders. Extensions of this Agreement or any Task Order must be in writing and executed by both Parties.

3.2 Termination.

(a) The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least fifteen (15) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

(b) Notwithstanding any provision herein to the contrary, the Agreement shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Consultant's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; or (b) administrative dissolution (or other legal process not initiated by the Consultant dissolving the Consultant as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process.

The District shall pay the Consultant for all Services satisfactorily performed in accordance with each Task Order through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the "**Indemnitees**"), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least "A:XIII" by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant's cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers' Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers' Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation

Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no

way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Jefferson, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by

instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

District:
**INDY OAK TOD METROPOLITAN
DISTRICT**

By: _____
President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of January, 2024,
by _____, as _____ of Indy Oak TOD Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

General Description of Services

Pursuant to specific Task Orders entered into consistently with the terms of the Agreement, the consultant shall provide general outdoor maintenance services, including, without limitation, landscaping maintenance services, snow removal maintenance services, and pet station maintenance services.

EXHIBIT B

Form of Task Order

**INDY OAK TOD METROPOLITAN DISTRICT
MASTER SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Master Service Agreement for Outdoor Maintenance Services

AGREEMENT DATE 1/1/24 **TASK ORDER NO.** _____

CONSULTANT Environmental Designs, LLC

TASK ORDER NAME: _____

SERVICES: _____ (further described in Attachment 1 hereto)

SCHEDULE: _____

COMPENSATION: Fee Schedule attached hereto as Attachment 2

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

WRITTEN APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

The undersigned agrees to the above terms and conditions:

Consultant (name and title)

Date

District (name and title)

Date

**TASK ORDER NO. ____ ATTACHMENT 1
SCOPE OF SERVICES**

**TASK ORDER NO. ___ ATTACHMENT 2
FEE SCHEDULE**



ENVIRONMENTAL DESIGNS, LLC

DENVER METRO
(303) 287-9113
12511 E. 112TH AVE.
BRIGHTON, CO 80640

NORTHERN COLORADO
(970) 237-6225
3950 PATTON AVE.
LOVELAND, CO 80538

CASTLE ROCK
(303) 814-6070
3128 INDUSTRIAL WAY
CASTLE ROCK, CO 80109

WWW.ENVIRONMENTALDESIGNS.COM

Snow Services Agreement

Agreement #: 112166

THIS SNOW SERVICES AGREEMENT (the "Agreement") is made and entered into as of 8/31/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Indy Oak Metro District (the "Client").

I. PROPERTY

Project Name: Pearson Grove
Project Description: 2023-24 Snow
Project Address: Indy Oak Metro District - 9490 W 14th Av
Lakewood, CO 80228

Client Contact Name: Peggy Ripko
Client Phone Number: 303-987-0835 x 237
Client Email: pripko@sdmsi.com

Contractor Contact: Eric VanLaren

II. TERM

The term of this Agreement shall be 10/1/2023 to 5/30/2024.

III. GENERAL PROVISIONS

A. The Contractor shall service, as provided in this Agreement, all paved main drives, access roads, parking lots, sidewalks and walkways at the specific Property identified above in accordance with the terms of this Agreement and any Snow Maps developed between the Client and the Contractor, which are attached as Exhibits hereto. Plowing and shoveling will be completed by mechanically or manually pushing snow to areas designated by Client's agents or, absent designation by Client's agents, to such areas as Contractor shall deem appropriate.

B. The Client agrees that the Contractor will do everything in its power to move accumulated snow to the designated areas, however, in the case that there are multiple storms, when snow accumulation is deeper than usual, and/or when snow accumulation is wet and heavy, the Contractor will pile snow in the most convenient, safe area. When a Map is not provided, snow will be pushed to the most convenient, safe area. When snow can no longer be pushed to the designated area(s) and upon notice to Client, Contractor will use additional equipment (Skid Steer Tractor, Front End Loader, Dump Truck, etc.) to move the snow or have it removed to a location designated by Client.

C. Client shall notify Contractor of any pre-existing site conditions or unusual circumstances prior to execution of this Agreement. Client shall designate one onsite representative or agent to receive all notices who shall be authorized to communicate with Contractor regarding the performance of services under this Agreement.

D. The Contractor shall provide the services pursuant to this Agreement in a workmanlike manner. All labor, equipment, and materials required for the performance of Contractor's services hereunder, shall be furnished by the Contractor. Contractor shall be entitled to use mechanical equipment as it deems appropriate. Client and its agents shall not be entitled to designate the type of equipment to be used. Contractor shall be solely responsible the way the work is performed and shall be free to employ subcontractors and/or third parties without Client's permission, consent or approval at Contractor's sole cost and expense to perform such work and upon terms as the Contractor may choose.

E. The Client shall be responsible for removal, or for causing the removal of all vehicles and other personal property, from parking lots, drives, access roads, and designated stockpile areas, so that the Contractor can properly and efficiently operate snow plowing equipment. If vehicles or other personal property are not removed at the time of plowing, shoveling, or deicing operations, the Contractor will service only those areas available and open for safe use. If the designated snow piling areas are not accessible, the Contractor shall stockpile snow in an area, which, in the opinion of the Contractor, allows the greatest usability of the lot.

F. The Contractor and the Client agree that snow plowing/shoveling services shall begin when, in the judgment of the Contractor, a snow event's accumulation on the parking or sidewalk areas reaches the minimum depth as outlined in this Agreement or upon written request by Client by text or email. The Contractor will use its best effort to have all snow plowing/shoveling services completed in a timely manner. In the event of a sustained snow event, additional trips shall be made as needed until the conclusion of the snow event. If snow accumulation does not reach the minimums outlined in this Agreement, then Contractor shall be held harmless from all snow and ice related incidents.

G. The Client agrees that Winter conditions in Colorado may present conditions that make it difficult for persons using the premises to be entirely free of some risk of slip and fall or skidding due to these conditions. Although the Contractor will use its best efforts to fulfill its obligations under this Agreement, the Contractor cannot offer any assurance that the driveways, parking lots or sidewalks will be completely free of snow or ice. While it is the intent to provide a safe travel surface for vehicles and pedestrians, the Client and Contractor agree that slick surfaces may be present at any time and that snow or ice can never be completely removed. Dangerous conditions may exist before and after clearing operations. Snow removal services can eliminate some but not all potentially slippery or dangerous conditions on the property and Client recognizes that such conditions are an inherent danger in all snowy or icy areas, whether serviced or not. Contractor will always use its best efforts to complete snow removal and ice control services in a reasonable manner, but Client and its agents understand that the Contractor assumes no liability for this naturally occurring condition. Client and its agents are aware that weather conditions may change rapidly and without notice and that Contractor assumes no liability for such changes as generally expected during or following a snowstorm in a winter climate such as Colorado.

H. Under no circumstances shall Contractor have the duty or responsibility to return to Client's Property after servicing Client's Property to perform further or follow up services to address, without limitation, melting and refreezing, blowing or drifted snow, snow that is pushed onto Client's Property by any governmental or municipal entity or any third party, or additional snow that does not meet the applicable trigger depths unless requested to do so by Client or its agents in writing, by text or e-mail, and Contractor agrees in writing, by text or e-mail, to do so. Any such follow-up services will be billed at the Time & Materials rates set forth below.

I. All parties agree that Client is not responsible for slippery and/or icy conditions during the days following a storm. The Client assumes all responsibility and shall hold harmless Contractor for any thaw and re-freeze conditions after the initial services were performed by the Contractor. It is the Client's responsibility to notify the Contractor of melt and refreeze conditions which may occur from time to time after services have been performed related to the snow event or if the Client wishes to have services performed when accumulations do not reach the minimums outlined in this Agreement. The Contractor may not be held liable for "slips and falls," collisions that are not a direct result of Client's negligence, or any kind of drainage issues that contribute to ice or slick surfaces.

J. Client understands that snow accumulations may vary throughout the metropolitan or local area, and that accumulations in one place or area are not necessarily indicative of the accumulation at the Client's Property. Client and its agents also understand that drifting snow or north facing areas may necessitate plowing and/or de-icing at the Property, regardless of the total snowfall at that location.

K. The Client acknowledges that the Contractor is not a 24-hour monitoring service or onsite 24/7 and does not have the ability to know exact weather conditions or site conditions. Although the Contractor will be storm ready and mobilize as large-scale city needs dictate, it is ultimately the responsibility of the Client to alert the Contractor of snow clearing or de-icing requirements.

L. Client or its agent shall notify Contractor in advance in writing, by text or e-mail, when snow removal services to be provided as set forth herein are not required. No cancellation shall be effective if such notice is not received in writing, by text or e-mail, before Contractor has dispatched its equipment to the Client's property.

M. It is the responsibility of the Client to advise its tenants, residents, and visitors of the potential for danger due to Winter conditions. The Client will advise the Contractor of any conditions it becomes aware of which create an unreasonable risk of injury or property damage in order that the Contractor has an opportunity to address the hazard or make recommendations to the Client to mitigate the risk.

N. Although the Contractor shall use its best effort to minimize damages, the Client agrees that Contractor shall not be responsible for any curb or other property damage that was existing prior to services being rendered or as a result of performing services, this includes but is not limited to curbs, walks, speed bumps, etc.

O. Contractor shall stake all curb lines and obstacles identified in advance by Client and its agents. After the snow removal season, a joint walk-through by Contractor and Client or its agents will be scheduled to define and review any claimed property damage. This walk-through shall take place before any repair work is undertaken by Client, and no claim for property damages shall be made or presented against Contractor unless Contractor has first had: (i) the opportunity to inspect any claimed property damage and discuss its causation with the Client and its agents; (ii) the opportunity to review any repair bids or similar proposals obtained by the Client and its agents; and (iii) the opportunity to perform any necessary repairs itself or retain its own bid or proposal to repair any property damage. Additionally, Contractor assumes no responsibility or liability for loss or damage resulting from Client or its agent's failure to adequately identify curb lines and obstacles to be staked and to maintain staking. Reports of damage must be reported to the Contractor within forty-eight (48) hours of detection or notice. Client's failure to report any claimed property damage within 48 hours of detection or notice constitutes a waiver of any claim for property damage, and the Contractor is released from liability.

P. It is understood that all deicers and sand salt mix may cause damage to landscape, concrete, and paved surfaces. Although the Contractor will be prudent in its use of these materials, our intent is to provide as safe an environment as we can, and therefore will not be responsible for damages these products may cause.

Q. All notices to be given to either party to this Agreement must be: (a) sent by first class mail addressed to the addresses set forth herein, AND (b) emailed to the email addresses set forth herein so long as receipt is confirmed by the recipient by return email (which shall not include an automatic "return receipt"). A party's address or email address may be changed by such party from time to time; however, such change shall not be effective until the other party has been notified in writing of the new contact information.

R. Client and Contractor agree to participate in binding arbitration for any dispute arising out of this Agreement. Binding arbitration shall take place in the county in which the work was performed. The prevailing party, as deemed by the Arbitrator, shall have and recover reasonable attorneys' fees, as deemed by the Arbitrator, in addition to all costs and disbursements incurred in connection with the Arbitration.

IV. MODIFICATION OR AMENDMENT

A. This Agreement constitutes the entire agreement between the Client and the Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid,

B. Any changes in the scope of service must be documented in writing. The Client assumes all risks involved when the Client makes any changes the scope of services as outlined within this Agreement. If no written documentation is provided, Contractor shall schedule and complete all services as outlined by the terms of this Agreement, and bill accordingly.

C. The Client agrees that if determined necessary by the Contractor, the Client shall be invoiced and shall timely pay for any Snow Staking and/or Site Protection efforts as detailed in this Agreement.

V. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.

B. In the event that Contractor cannot secure an adequate labor force to perform the work as outline within this agreement, at the sole discretion of Contractor, Contractor may cancel this agreement without penalty from Client subject to notification as outlined above.

C. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, Inc. reserves the right to suspend services until the account is made current without any breach of contract.

VI. INSURANCE

The Contractor shall be covered by a minimum of \$1,000,000 of liability insurance and statutory limits for workers compensation insurance. Upon request, the Contractor shall provide proof of coverage to the Client. Contractor agrees to maintain Liability, Auto, and Workers Compensation insurance for the term of this contract. Proof of insurance will be supplied upon request.

VII. DEFENSE AND INDEMNIFICATION

A. The parties to this contract recognize the applicability of the Colorado Legislature's 2018 enactment of the Snow Removal Service Liability Limitation Act, Colorado Revised Statutes, § 13-21-129, and agree that to the maximum extent permitted by this law, in no event shall Contractor be liable to indemnify, defend or hold harmless the Client for any actions or inactions on the part of the Client or for any special, incidental, punitive, indirect or consequential damages whatsoever (including, but not limited to, damages for lost profits, for business interruption, for personal injury, for negligence, or for any other pecuniary or other loss whatsoever) arising out of or in any way related to the service subject to this Agreement or Contractor's inability or failure to provide such services. The parties agree, the above legislation notwithstanding, that Contractor has no obligation to defend or indemnify Client for any claims that might be made arising out of slip and falls on snow or ice seeking damages for personal injuries. Further, Contractor's entire liability under this Agreement, if any, for any claim(s) for damages relating to this Agreement made against Contractor, whether based in contract or in tort (including claims for negligence or under Colorado's Premises Liability Act), shall be limited to the amount of charges paid by Client for services during the period in which the events are the basis of the claim(s) occurred.

B. Notwithstanding any other provision of this Agreement, including the preceding paragraph, Client shall defend, indemnify and hold Contractor, its officers, agents, and employees, harmless from liability, claims, damages, fines, penalties, costs and expenses, including reasonable attorney's fees, incurred by or asserted against Contractor by any party by reason of any loss, property damage, personal injury or death in any fashion relating to snow, ice, or surface conditions at the property and the services performed by Contractor unless such loss, damage, injury, or death arises from the gross negligence or willful misconduct of the Contractor and its officers, agents and employees.

VIII. SCOPE OF SERVICES

A. Snow Plowing

Snow plowing is defined as pushing or pulling of snow using means not limited to truck mounted plows, tractors, ATV's, etc. If approved by the Client, as indicated below, the Contractor shall provide all reasonable equipment and labor to relocate snow from parking lots and driveways to open parking spaces or designated snow piling areas. Snow Plowing Services shall commence when accumulation reaches the depth as outlined herein, or upon written request by Client or its agent, by text or email.

Client Approves Snow Plowing Services _____ [Client Initials]

Client Declines Snow Plowing Services _____ [Client Initials]

Snow Plowing shall begin when on site snow depth reaches:

Trace of Snowfall _____ [Client Initials]

1" of Accumulation _____ [Client Initials]

2" of Accumulation _____ [Client Initials]

B. Ice Slicer

Ice slicer services can only be performed after Snow Plowing Services have been performed, therefore, the Client cannot approve Ice Slicer Services without first approving Snow Plowing Services. If approved by the Client, as indicated below, the Contractor shall apply Ice Slicer (Granular Magnesium Chloride) in parking and drive areas as needed to limit the buildup of ice. The Contractor shall not be held responsible for any plant loss caused by any chemical applications of ice control products. Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.

Client Approves Ice Slicer Services _____ [Client Initials]

Client Declines Ice Slicer Services _____ [Client Initials]

C. Snow Shoveling

Snow shoveling is defined as the mechanical clearing of snow using means not limited to hand shoveling, ATV's, Snow Blowers, etc. If approved by the Client, as indicated below, the Contractor shall provide all reasonable equipment and labor to relocate snow from sidewalks to grass areas or other designated snow piling areas. Snow Shoveling Services shall commence when accumulation reaches the depth as outlined herein.

Client Approves Snow Shoveling Services _____ [Client Initials]

Client Declines Snow Shoveling Services _____ [Client Initials]

Snow Shoveling shall begin when on site snow depth reaches:

Trace of Snowfall _____ [Client Initials]

1" of Accumulation _____ [Client Initials]

2" of Accumulation _____ [Client Initials]

B. Ice Slicer

Ice Melt Services can only be performed after Snow Shoveling Services have been performed, therefore, the Client cannot approve Ice Melt Services without first approving Snow Shoveling Services. If approved by the Client, as indicated below, the Contractor shall apply Ice melt on walkways and stairs to limit the buildup of ice. The Contractor shall not be held responsible for any plant loss caused by any chemical applications of ice control products as well as damage to hardscape due to application. Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.

Client Approves Ice Slicer Services _____ [Client Initials]

Client Declines Ice Slicer Services _____ [Client Initials]

IX. PRICING

A. Service Prices

4X4 Pickup Truck with Wings	\$150.00 / Hour	1 Hour Minimum Per Trip
4X4 ATV with 48" Blade	\$120.00 / Hour	1 Hour Minimum Per Trip
Front End Loader, 2-1/2 Yard Buck	\$310.00 / Hour	2 Hour Minimum Per Trip
Skid Steer Tractor	\$195.00 / Hour	2 Hour Minimum Per Trip
Dump Truck	\$225.00 / Hour	2 Hour Minimum Per Trip
Snow Blower	\$100.00 / Hour	1 Hour Minimum Per Trip
Mini-Skid Steer with Broom/Plow/Blower/B	\$170.00 / Hour	1 Hour Minimum Per Trip
Toolcat, Ride On Broom, or UTV with Blad	\$205.00 / Hour	1 Hour Minimum Per Trip
Hand Shovel	\$80.00 / Hour	1 Hour Minimum Per Trip
Ice Slicer Truck (Parking Lots)	\$105.00 / Trip	
Site Inspection	\$80.00 / Each	
Snow Stakes and Site Protection	\$80.00 / Hour	Plus Materials
Ice Slicer	\$0.48 / Pound	250 Pound Minimum
Ice Melt	\$1.50 / Pound	50 Pound Minimum

B. Holiday Rate Increase

All Rates will be increased by 50% if Client requests that services are performed during the following holidays: Thanksgiving Day, The Day After Thanksgiving (Black Friday), Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter Sunday.

Client Approves Holiday Rate Increase _____ [Client Initials]

Client Declines Services During Holidays Listed Above _____ [Client Initials]

In the event that Client declines services during the holidays listed above, Client agrees to hold Contractor harmless from any and all snow/ice related incidents as a result of not performing services.

X. PAYMENT SCHEDULE

Billing will be processed in a timely manner following the services performed and all invoices and shall be due NET 30 from date of invoice. Contractor reserves the right to discontinue services due to nonpayment and in such case shall be held harmless from any and all snow/ice related incidents.

XI. ACCEPTANCE

Proposed and Accepted:

Contractor: Environmental Designs, LLC

Signature: _____

Name: Eric VanLare

Title: _____

Date: _____

Client: Indy Oak Metro District

Signature: _____

Name: Peggy Ripko

Title: _____

Date: _____



ENVIRONMENTAL DESIGNS, LLC

DENVER METRO
(303) 287-9113
12511 E. 112TH AVE.
BRIGHTON, CO 80640

NORTHERN COLORADO
(970) 237-6225
3950 PATTON AVE.
LOVELAND, CO 80538

CASTLE ROCK
(303) 814-6070
3128 INDUSTRIAL WAY
CASTLE ROCK, CO 80109

WWW.ENVIRONMENTALDESIGNS.COM

Snow Services Agreement

Agreement #: 111311

THIS SNOW SERVICES AGREEMENT (the "Agreement") is made and entered into as of 8/31/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Indy Oak Metro District (the "Client").

I. PROPERTY

Project Name: Oak Street Townhomes
Project Description: 2023-24 Snow
Project Address: Indy Oak Metro District - 1150 Oak St
Lakewood, CO 80228

Client Contact Name: Peggy Ripko
Client Phone Number: 303-987-0835 x 237
Client Email: pripko@sdmsi.com

Contractor Contact: Eric VanLaren

II. TERM

The term of this Agreement shall be 10/1/2023 to 5/31/2024.

III. GENERAL PROVISIONS

A. The Contractor shall service, as provided in this Agreement, all paved main drives, access roads, parking lots, sidewalks and walkways at the specific Property identified above in accordance with the terms of this Agreement and any Snow Maps developed between the Client and the Contractor, which are attached as Exhibits hereto. Plowing and shoveling will be completed by mechanically or manually pushing snow to areas designated by Client's agents or, absent designation by Client's agents, to such areas as Contractor shall deem appropriate.

B. The Client agrees that the Contractor will do everything in its power to move accumulated snow to the designated areas, however, in the case that there are multiple storms, when snow accumulation is deeper than usual, and/or when snow accumulation is wet and heavy, the Contractor will pile snow in the most convenient, safe area. When a Map is not provided, snow will be pushed to the most convenient, safe area. When snow can no longer be pushed to the designated area(s) and upon notice to Client, Contractor will use additional equipment (Skid Steer Tractor, Front End Loader, Dump Truck, etc.) to move the snow or have it removed to a location designated by Client.

C. Client shall notify Contractor of any pre-existing site conditions or unusual circumstances prior to execution of this Agreement. Client shall designate one onsite representative or agent to receive all notices who shall be authorized to communicate with Contractor regarding the performance of services under this Agreement.

D. The Contractor shall provide the services pursuant to this Agreement in a workmanlike manner. All labor, equipment, and materials required for the performance of Contractor's services hereunder, shall be furnished by the Contractor. Contractor shall be entitled to use mechanical equipment as it deems appropriate. Client and its agents shall not be entitled to designate the type of equipment to be used. Contractor shall be solely responsible the way the work is performed and shall be free to employ subcontractors and/or third parties without Client's permission, consent or approval at Contractor's sole cost and expense to perform such work and upon terms as the Contractor may choose.

E. The Client shall be responsible for removal, or for causing the removal of all vehicles and other personal property, from parking lots, drives, access roads, and designated stockpile areas, so that the Contractor can properly and efficiently operate snow plowing equipment. If vehicles or other personal property are not removed at the time of plowing, shoveling, or deicing operations, the Contractor will service only those areas available and open for safe use. If the designated snow piling areas are not accessible, the Contractor shall stockpile snow in an area, which, in the opinion of the Contractor, allows the greatest usability of the lot.

F. The Contractor and the Client agree that snow plowing/shoveling services shall begin when, in the judgment of the Contractor, a snow event's accumulation on the parking or sidewalk areas reaches the minimum depth as outlined in this Agreement or upon written request by Client by text or email. The Contractor will use its best effort to have all snow plowing/shoveling services completed in a timely manner. In the event of a sustained snow event, additional trips shall be made as needed until the conclusion of the snow event. If snow accumulation does not reach the minimums outlined in this Agreement, then Contractor shall be held harmless from all snow and ice related incidents.

G. The Client agrees that Winter conditions in Colorado may present conditions that make it difficult for persons using the premises to be entirely free of some risk of slip and fall or skidding due to these conditions. Although the Contractor will use its best efforts to fulfill its obligations under this Agreement, the Contractor cannot offer any assurance that the driveways, parking lots or sidewalks will be completely free of snow or ice. While it is the intent to provide a safe travel surface for vehicles and pedestrians, the Client and Contractor agree that slick surfaces may be present at any time and that snow or ice can never be completely removed. Dangerous conditions may exist before and after clearing operations. Snow removal services can eliminate some but not all potentially slippery or dangerous conditions on the property and Client recognizes that such conditions are an inherent danger in all snowy or icy areas, whether serviced or not. Contractor will always use its best efforts to complete snow removal and ice control services in a reasonable manner, but Client and its agents understand that the Contractor assumes no liability for this naturally occurring condition. Client and its agents are aware that weather conditions may change rapidly and without notice and that Contractor assumes no liability for such changes as generally expected during or following a snowstorm in a winter climate such as Colorado.

H. Under no circumstances shall Contractor have the duty or responsibility to return to Client's Property after servicing Client's Property to perform further or follow up services to address, without limitation, melting and refreezing, blowing or drifted snow, snow that is pushed onto Client's Property by any governmental or municipal entity or any third party, or additional snow that does not meet the applicable trigger depths unless requested to do so by Client or its agents in writing, by text or e-mail, and Contractor agrees in writing, by text or e-mail, to do so. Any such follow-up services will be billed at the Time & Materials rates set forth below.

I. All parties agree that Client is not responsible for slippery and/or icy conditions during the days following a storm. The Client assumes all responsibility and shall hold harmless Contractor for any thaw and re-freeze conditions after the initial services were performed by the Contractor. It is the Client's responsibility to notify the Contractor of melt and refreeze conditions which may occur from time to time after services have been performed related to the snow event or if the Client wishes to have services performed when accumulations do not reach the minimums outlined in this Agreement. The Contractor may not be held liable for "slips and falls," collisions that are not a direct result of Client's negligence, or any kind of drainage issues that contribute to ice or slick surfaces.

J. Client understands that snow accumulations may vary throughout the metropolitan or local area, and that accumulations in one place or area are not necessarily indicative of the accumulation at the Client's Property. Client and its agents also understand that drifting snow or north facing areas may necessitate plowing and/or de-icing at the Property, regardless of the total snowfall at that location.

K. The Client acknowledges that the Contractor is not a 24-hour monitoring service or onsite 24/7 and does not have the ability to know exact weather conditions or site conditions. Although the Contractor will be storm ready and mobilize as large-scale city needs dictate, it is ultimately the responsibility of the Client to alert the Contractor of snow clearing or de-icing requirements.

L. Client or its agent shall notify Contractor in advance in writing, by text or e-mail, when snow removal services to be provided as set forth herein are not required. No cancellation shall be effective if such notice is not received in writing, by text or e-mail, before Contractor has dispatched its equipment to the Client's property.

M. It is the responsibility of the Client to advise its tenants, residents, and visitors of the potential for danger due to Winter conditions. The Client will advise the Contractor of any conditions it becomes aware of which create an unreasonable risk of injury or property damage in order that the Contractor has an opportunity to address the hazard or make recommendations to the Client to mitigate the risk.

N. Although the Contractor shall use its best effort to minimize damages, the Client agrees that Contractor shall not be responsible for any curb or other property damage that was existing prior to services being rendered or as a result of performing services, this includes but is not limited to curbs, walks, speed bumps, etc.

O. Contractor shall stake all curb lines and obstacles identified in advance by Client and its agents. After the snow removal season, a joint walk-through by Contractor and Client or its agents will be scheduled to define and review any claimed property damage. This walk-through shall take place before any repair work is undertaken by Client, and no claim for property damages shall be made or presented against Contractor unless Contractor has first had: (i) the opportunity to inspect any claimed property damage and discuss its causation with the Client and its agents; (ii) the opportunity to review any repair bids or similar proposals obtained by the Client and its agents; and (iii) the opportunity to perform any necessary repairs itself or retain its own bid or proposal to repair any property damage. Additionally, Contractor assumes no responsibility or liability for loss or damage resulting from Client or its agent's failure to adequately identify curb lines and obstacles to be staked and to maintain staking. Reports of damage must be reported to the Contractor within forty-eight (48) hours of detection or notice. Client's failure to report any claimed property damage within 48 hours of detection or notice constitutes a waiver of any claim for property damage, and the Contractor is released from liability.

P. It is understood that all deicers and sand salt mix may cause damage to landscape, concrete, and paved surfaces. Although the Contractor will be prudent in its use of these materials, our intent is to provide as safe an environment as we can, and therefore will not be responsible for damages these products may cause.

Q. All notices to be given to either party to this Agreement must be: (a) sent by first class mail addressed to the addresses set forth herein, AND (b) emailed to the email addresses set forth herein so long as receipt is confirmed by the recipient by return email (which shall not include an automatic "return receipt"). A party's address or email address may be changed by such party from time to time; however, such change shall not be effective until the other party has been notified in writing of the new contact information.

R. Client and Contractor agree to participate in binding arbitration for any dispute arising out of this Agreement. Binding arbitration shall take place in the county in which the work was performed. The prevailing party, as deemed by the Arbitrator, shall have and recover reasonable attorneys' fees, as deemed by the Arbitrator, in addition to all costs and disbursements incurred in connection with the Arbitration.

IV. MODIFICATION OR AMENDMENT

A. This Agreement constitutes the entire agreement between the Client and the Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid,

B. Any changes in the scope of service must be documented in writing. The Client assumes all risks involved when the Client makes any changes the scope of services as outlined within this Agreement. If no written documentation is provided, Contractor shall schedule and complete all services as outlined by the terms of this Agreement, and bill accordingly.

C. The Client agrees that if determined necessary by the Contractor, the Client shall be invoiced and shall timely pay for any Snow Staking and/or Site Protection efforts as detailed in this Agreement.

V. TERMINATION

A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.

B. In the event that Contractor cannot secure an adequate labor force to perform the work as outline within this agreement, at the sole discretion of Contractor, Contractor may cancel this agreement without penalty from Client subject to notification as outlined above.

C. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, Inc. reserves the right to suspend services until the account is made current without any breach of contract.

VI. INSURANCE

The Contractor shall be covered by a minimum of \$1,000,000 of liability insurance and statutory limits for workers compensation insurance. Upon request, the Contractor shall provide proof of coverage to the Client. Contractor agrees to maintain Liability, Auto, and Workers Compensation insurance for the term of this contract. Proof of insurance will be supplied upon request.

VII. DEFENSE AND INDEMNIFICATION

A. The parties to this contract recognize the applicability of the Colorado Legislature's 2018 enactment of the Snow Removal Service Liability Limitation Act, Colorado Revised Statutes, § 13-21-129, and agree that to the maximum extent permitted by this law, in no event shall Contractor be liable to indemnify, defend or hold harmless the Client for any actions or inactions on the part of the Client or for any special, incidental, punitive, indirect or consequential damages whatsoever (including, but not limited to, damages for lost profits, for business interruption, for personal injury, for negligence, or for any other pecuniary or other loss whatsoever) arising out of or in any way related to the service subject to this Agreement or Contractor's inability or failure to provide such services. The parties agree, the above legislation notwithstanding, that Contractor has no obligation to defend or indemnify Client for any claims that might be made arising out of slip and falls on snow or ice seeking damages for personal injuries. Further, Contractor's entire liability under this Agreement, if any, for any claim(s) for damages relating to this Agreement made against Contractor, whether based in contract or in tort (including claims for negligence or under Colorado's Premises Liability Act), shall be limited to the amount of charges paid by Client for services during the period in which the events are the basis of the claim(s) occurred.

B. Notwithstanding any other provision of this Agreement, including the preceding paragraph, Client shall defend, indemnify and hold Contractor, its officers, agents, and employees, harmless from liability, claims, damages, fines, penalties, costs and expenses, including reasonable attorney's fees, incurred by or asserted against Contractor by any party by reason of any loss, property damage, personal injury or death in any fashion relating to snow, ice, or surface conditions at the property and the services performed by Contractor unless such loss, damage, injury, or death arises from the gross negligence or willful misconduct of the Contractor and its officers, agents and employees.

VIII. SCOPE OF SERVICES

A. Snow Plowing

Snow plowing is defined as pushing or pulling of snow using means not limited to truck mounted plows, tractors, ATV's, etc. If approved by the Client, as indicated below, the Contractor shall provide all reasonable equipment and labor to relocate snow from parking lots and driveways to open parking spaces or designated snow piling areas. Snow Plowing Services shall commence when accumulation reaches the depth as outlined herein, or upon written request by Client or its agent, by text or email.

Client Approves Snow Plowing Services _____ [Client Initials]

Client Declines Snow Plowing Services _____ [Client Initials]

Snow Plowing shall begin when on site snow depth reaches:

Trace of Snowfall _____ [Client Initials]

1" of Accumulation _____ [Client Initials]

2" of Accumulation _____ [Client Initials]

B. Ice Slicer

Ice slicer services can only be performed after Snow Plowing Services have been performed, therefore, the Client cannot approve Ice Slicer Services without first approving Snow Plowing Services. If approved by the Client, as indicated below, the Contractor shall apply Ice Slicer (Granular Magnesium Chloride) in parking and drive areas as needed to limit the buildup of ice. The Contractor shall not be held responsible for any plant loss caused by any chemical applications of ice control products. Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.

Client Approves Ice Slicer Services _____ [Client Initials]

Client Declines Ice Slicer Services _____ [Client Initials]

C. Snow Shoveling

Snow shoveling is defined as the mechanical clearing of snow using means not limited to hand shoveling, ATV's, Snow Blowers, etc. If approved by the Client, as indicated below, the Contractor shall provide all reasonable equipment and labor to relocate snow from sidewalks to grass areas or other designated snow piling areas. Snow Shoveling Services shall commence when accumulation reaches the depth as outlined herein.

Client Approves Snow Shoveling Services _____ [Client Initials]

Client Declines Snow Shoveling Services _____ [Client Initials]

Snow Shoveling shall begin when on site snow depth reaches:

Trace of Snowfall _____ [Client Initials]

1" of Accumulation _____ [Client Initials]

2" of Accumulation _____ [Client Initials]

B. Ice Slicer

Ice Melt Services can only be performed after Snow Shoveling Services have been performed, therefore, the Client cannot approve Ice Melt Services without first approving Snow Shoveling Services. If approved by the Client, as indicated below, the Contractor shall apply Ice melt on walkways and stairs to limit the buildup of ice. The Contractor shall not be held responsible for any plant loss caused by any chemical applications of ice control products as well as damage to hardscape due to application. Contractor shall make any and all reasonable efforts to prevent excess application of ice control products.

Client Approves Ice Slicer Services _____ [Client Initials]

Client Declines Ice Slicer Services _____ [Client Initials]

IX. PRICING

A. Service Prices

4X4 Pickup Truck with Wings	\$150.00 / Hour	1 Hour Minimum Per Trip
4X4 ATV with 48" Blade	\$120.00 / Hour	1 Hour Minimum Per Trip
Front End Loader, 2-1/2 Yard Buck	\$310.00 / Hour	2 Hour Minimum Per Trip
Skid Steer Tractor	\$195.00 / Hour	2 Hour Minimum Per Trip
Dump Truck	\$225.00 / Hour	2 Hour Minimum Per Trip
Snow Blower	\$100.00 / Hour	1 Hour Minimum Per Trip
Mini-Skid Steer with Broom/Plow/Blower/B	\$170.00 / Hour	1 Hour Minimum Per Trip
Toolcat, Ride On Broom, or UTV with Blad	\$205.00 / Hour	1 Hour Minimum Per Trip
Hand Shovel	\$80.00 / Hour	1 Hour Minimum Per Trip
Ice Slicer Truck (Parking Lots)	\$105.00 / Trip	
Site Inspection	\$80.00 / Each	
Snow Stakes and Site Protection	\$80.00 / Hour	Plus Materials
Ice Slicer	\$0.48 / Pound	250 Pound Minimum
Ice Melt	\$1.50 / Pound	50 Pound Minimum

B. Holiday Rate Increase

All Rates will be increased by 50% if Client requests that services are performed during the following holidays: Thanksgiving Day, The Day After Thanksgiving (Black Friday), Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter Sunday.

Client Approves Holiday Rate Increase _____ [Client Initials]

Client Declines Services During Holidays Listed Above _____ [Client Initials]

In the event that Client declines services during the holidays listed above, Client agrees to hold Contractor harmless from any and all snow/ice related incidents as a result of not performing services.

X. PAYMENT SCHEDULE

Billing will be processed in a timely manner following the services performed and all invoices and shall be due NET 30 from date of invoice. Contractor reserves the right to discontinue services due to nonpayment and in such case shall be held harmless from any and all snow/ice related incidents.

XI. ACCEPTANCE

Proposed and Accepted:

Contractor: Environmental Designs, LLC
Signature: _____
Name: Eric VanLare
Title: _____
Date: _____

Client: Indy Oak Metro District
Signature: _____
Name: Peggy Ripko
Title: _____
Date: _____



LANDSCAPE MAINTENANCE AGREEMENT

Project Name: Pearson Grove
Project Address 9490 W 14th Ave, Lakewood, CO 80215

Proposal #: 114270
Effective Date: December 1, 2023
Termination Date: March 31, 2024

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 12/1/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Indy Oak Metro District (the "Client"). The Client and Contractor agree as follows:

1. SCOPE OF WORK

- A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.
- B. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in this Agreement. Unless terminated as per Section "3" or a new Agreement has been executed by both parties, this Agreement will automatically renew and remain in full effect for an additional contract term. A cost-of-living adjustment, not to exceed 5%, will be applied to the Agreement price, unit and hourly rates will adjust to Environmental Designs, LLC current rates for each renewal period.

2. GENERAL PROVISIONS

- A. The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.
- B. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the offering party receives notice of acceptance within ten (10) calendar days of the date of this contract. If accepted, this document shall become a contract between Client and Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between Client and Contractor.
- C. This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.

3. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.
- B. Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due.
- C. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, I. reserves the right to suspend services until the account is made current without any breach of contract.

4. INSURANCE

- A. During the term of this agreement, Contractor shall maintain general liability insurance, automobile liability insurance, employer's liability and workers compensation insurance covering its activities in connection with the services and any work order. Such insurance shall be in commercially reasonable amounts and evidence of such insurance will be provided to client upon request.

5. ADDITIONAL SERVICES AVAILABLE

A. Should any additional services be necessary and should Client desire Contractor to perform such or any other additional work requested by Client, Client may direct Contractor to make changes, additions, and deletions to the work, which shall be documented in a written "Change Order." Contractor shall promptly proceed in compliance therewith. Contractor shall submit, in writing, any claim for payment for the additional work. Additional work and or services will be billed separately, and all payments are due upon receipt. The performance of, and the payment for additional services are subject to all of the terms and conditions of this Agreement.

B. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Landscape Architecture and Design Services
2. Landscape construction projects
3. Water Management design, installation, and repairs
4. Seasonal floral: Design, installation, and maintenance including beds, pots, hanging baskets
5. Plant Health Care (PHC) including pest control, fertilization, and winter and deep root watering
6. Arbor care including tree pruning, tree removal, and stump grinding
7. Native and field grass mowing
8. Holiday lighting and seasonal decoration

6. LIMITED WARRANTY

A. Contractor warrants that its workmanship on all installation and repairs shall be performed in a good and workmanlike manner, and to be in accordance with generally accepted practices for similar services; and that any parts repaired or replaced by Contractor will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier. Client acknowledges that Contractor is NOT the manufacturer of the installed materials and equipment, and that Contractor makes no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. Client agrees to look solely to such manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. PAYMENT SCHEDULE

A. All payments are to be made on or before that last day of each month. Billing cycle will be processed on the first for services performed for that month. Time and material charges will be invoiced separately and will be due NET 30 from date of invoice.

B. Payments past due fifteen (15) days shall incur a finance charge of 1.5% per month (18% per anum). ENVIRONMENTAL DESIGNS, LLC or its assignee shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, reasonable attorney fees.

C. In consideration for the Contractor's performance of the Work included in this agreement and before any Additional Services Addendums, if any, the Client will pay the Contractor as follows:

4 Monthly Installments of:	\$291.15
Starting:	December 2023
Ending:	March 2024
Total Contract Price:	\$1,164.61

D. In the event that the average fuel price index, as found on <http://www.denvergasprices.com>, reach or exceed \$4.00 per gallon, a fuel surcharge of 3% will be applied to all invoices associated with this Maintenance Agreement until fuel prices drop below the aforementioned benchmark price, said surcharge shall increase 3% for every \$0.50 increase above the benchmark price of \$4.00 per gallon.

8. ACCEPTANCE

Environmental Designs, LLC

Branch

Contractor Signature

Date

Printed Name

Indy Oak Metro District

9490 W 14th Ave
Lakewood, CO 80215
303-987-0835 x 237

Client Signature

Date

Printed Name

EXHIBIT A

Scope of Services (the "Work")

Winter Services + Dog Stations

Frequency included in this Agreement

22

Dog Station Maintenance is included under this agreement and shall consist of a periodic check for Dog Waste Bags and empty the attached Trash Receptacle.

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.



LANDSCAPE MAINTENANCE AGREEMENT

Project Name: Oak Street Townhomes
Project Address Indy Oak Metropolitan District 1150 Oak, Lakewood, CO 80215

Proposal #: 111312
Effective Date: April 1, 2024
Termination Date: November 30, 2024

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 4/1/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Oak Street Townhomes (the "Client"). The Client and Contractor agree as follows:

1. SCOPE OF WORK

- A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.
- B. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in this Agreement. Unless terminated as per Section "3" or a new Agreement has been executed by both parties, this Agreement will automatically renew and remain in full effect for an additional contract term. A cost-of-living adjustment, not to exceed 5%, will be applied to the Agreement price, unit and hourly rates will adjust to Environmental Designs, LLC current rates for each renewal period.

2. GENERAL PROVISIONS

- A. The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.
- B. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the offering party receives notice of acceptance within ten (10) calendar days of the date of this contract. If accepted, this document shall become a contract between Client and Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between Client and Contractor.
- C. This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.

3. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.
- B. Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due.
- C. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, LLC reserves the right to suspend services until the account is made current without any breach of contract.

4. INSURANCE

- A. During the term of this agreement, Contractor shall maintain general liability insurance, automobile liability insurance, employer's liability and workers compensation insurance covering its activities in connection with the services and any work order. Such insurance shall be in commercially reasonable amounts and evidence of such insurance will be provided to client upon request.

5. ADDITIONAL SERVICES AVAILABLE

A. Should any additional services be necessary and should Client desire Contractor to perform such or any other additional work requested by Client, Client may direct Contractor to make changes, additions, and deletions to the work, which shall be documented in a written "Change Order." Contractor shall promptly proceed in compliance therewith. Contractor shall submit, in writing, any claim for payment for the additional work. Additional work and or services will be billed separately, and all payments are due upon receipt. The performance of, and the payment for additional services are subject to all of the terms and conditions of this Agreement.

B. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Landscape Architecture and Design Services
2. Landscape construction projects
3. Water Management design, installation, and repairs
4. Seasonal floral: Design, installation, and maintenance including beds, pots, and hanging baskets
5. Plant Health Care (PHC) including pest control, fertilization, winter and deep root watering
6. Arbor care including tree pruning, tree removal, and stump grinding
7. Native and field grass mowing
8. Holiday lighting and seasonal decoration

6. LIMITED WARRANTY

A. Contractor warrants that its workmanship on all installation and repairs shall be performed in a good and workmanlike manner, and to be in accordance with generally accepted practices for similar services; and that any parts repaired or replaced by Contractor will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier. Client acknowledges that Contractor is NOT the manufacturer of the installed materials and equipment, and that Contractor makes no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. Client agrees to look solely to such manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. PAYMENT SCHEDULE

A. All payments are to be made on or before that last day of each month. Billing cycle will be processed on the first for services performed for that month. Time and material charges will be invoiced separately and will be due NET 30 from date of invoice.

B. Payments past due fifteen (15) days shall incur a finance charge of 1.5% per month (18% per anum). ENVIRONMENTAL DESIGNS, LLC or its assignee shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, reasonable attorney fees.

C. In consideration for the Contractor's performance of the Work included in this agreement and before any Additional Services Addendums, if any, the Client will pay the Contractor as follows:

8 Monthly Installments of:	\$2,421.59
Starting:	April 2024
Ending:	November 2024
Total Contract Price:	\$19,372.70

D. In the event that the average fuel price index, as found on <http://www.denvergasprices.com>, reach or exceed \$4.00 per gallon, a fuel surcharge of 3% will be applied to all invoices associated with this Maintenance Agreement until fuel prices drop below the aforementioned benchmark price, said surcharge shall increase 3% for every \$0.50 increase above the benchmark price of \$4.00 per gallon.

8. ACCEPTANCE

Environmental Designs, LLC

Branch

Contractor Signature

Date

Printed Name

Oak Street Townhomes
Indy Oak Metropolitan District 1150 Oak
Lakewood, CO 80215
303-987-0835 x 237

Client Signature

Date

Printed Name

EXHIBIT A

Scope of Services (the "Work")

<p>Weekly Services</p> <p>Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-monthly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">26</p>
<p>Aeration - Spring</p> <p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Fertilization - Spring Turf</p> <p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Fertilization - Summer Turf</p> <p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Fertilization - Fall Turf</p> <p>Fall Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system going into winter.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Fertilization - Beds</p> <p>Extra Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Spring Leaf & Debris Clean-up</p> <p>Spring Leaf & Debris Clean-up consists of the cleaning of any leftover leaves, bed maintenance, and edging along sidewalks and hardscape as needed.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Fall Leaf & Debris Clean-up</p> <p>Fall Leaf and Debris Clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the property. All leaves and debris will be disposed of off site.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Prune / Cutback Grasses & Perennials</p> <p>Prune / Cutback Grasses & Perennials includes the late winter or early spring cutting of the Ornamental Grasses and Perennials to promote healthy growth in the next growing season.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Prune Trees & Shrubs</p> <p>This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site at the appropriate time during the growing season to accommodate normal growing habits. This includes the removal of nuisance growth and site restrictions. Large tree trimming and removal, rejuvenation pruning, full removal of dead and/or dying branches & limbs, and other major pruning projects are available upon request under separate bid.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>

EXHIBIT A

Scope of Services (the "Work")

<p>Irrigation Activation</p> <p>This service includes the activation of the irrigation system and a full system check. If any repairs are necessary to complete the activation of the irrigation system, a proposal for said repairs will be delivered for approval. Any delay in approving Spring Activation Repairs may result in a delay in fully activating the irrigation system.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Irrigation Checks - Bi-Weekly</p> <p>This service includes a full system check as necessary up to every other week during the growing season. This service includes checking the entire system for proper operation, the minor adjustment of irrigation heads, clearing plugged nozzles, and Irrigation Timer adjustments. In the event of a non-operable condition not caused by the Contractor's Mowing Operations, any irrigation system repairs necessary will be corrected and billed at \$80.00 per man hour plus materials and machine if necessary. This includes raising and lowering irrigation heads, clearing of plugged lines, replacement of broken or missing irrigation heads, redesign work, additions, valve locating, Irrigation Timer repairs and replacements, toning or tracing wires, and anything that requires digging or excavation.</p> <p>Contractor provides 24-Hour Emergency Service with a two hour minimum billed as outlined above.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">14</p>
<p>Irrigation Winterization</p> <p>This service includes a fully system shutdown and Winterization.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Pre-Emergent Application-Beds/Parking</p> <p>This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Broadleaf Application Round 1</p> <p>This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Broadleaf Application Round 2</p> <p>This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>
<p>Broadleaf Application Round 3</p> <p>This service includes one additional spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p> <p style="text-align: right;">1</p>

EXHIBIT A

Scope of Services (the "Work")

Winter Services

Frequency included in this Agreement

24

Winter Services are included under this agreement and shall consist of a weekly policing of the property for removal of loose trash & debris.

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.

TASK ORDER NO. 4

**INDY OAK TOD METROPOLITAN DISTRICT
MASTER SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Master Service Agreement for Outdoor Maintenance Services

AGREEMENT DATE 1/1/24 **TASK ORDER NO.** 4

CONSULTANT Environmental Designs, LLC

TASK ORDER NAME: 2024 Landscape Maintenance – Pearson Grove

SERVICES: Landscape Maintenance (further described in Attachment 1 hereto)

SCHEDULE: April 1, 2024, through December 31, 2024

COMPENSATION: Fee Schedule attached hereto as Attachment 2

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

WRITTEN APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

The undersigned agrees to the above terms and conditions:

Consultant (name and title)

Date

District (name and title)

Date

TASK ORDER NO. 4 ATTACHMENT 1 SCOPE OF SERVICES

Weekly Services	Frequency included in this Agreement	26
<p>Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-monthly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Aeration - Spring	Frequency included in this Agreement	1
<p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>		
Fertilization - Spring Turf	Frequency included in this Agreement	1
<p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>		
Fertilization - Summer Turf	Frequency included in this Agreement	1
<p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>		
Spring Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Spring Leaf & Debris Clean-up consists of the cleaning of any leftover leaves, bed maintenance, and edging along sidewalks and hardscape as needed.</p>		
Fall Leaf & Debris Clean-up	Frequency included in this Agreement	1
<p>Fall Leaf and Debris Clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the property. All leaves and debris will be disposed of off site.</p>		
Prune / Cutback Grasses & Perennials	Frequency included in this Agreement	1
<p>Prune / Cutback Grasses & Perennials includes the late winter or early spring cutting of the Ornamental Grasses and Perennials to promote healthy growth in the next growing season.</p>		
Prune Trees & Shrubs	Frequency included in this Agreement	1
<p>This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site at the appropriate time during the growing season to accommodate normal growing habits. This includes the removal of nuisance growth and site restrictions. Large tree trimming and removal, rejuvenation pruning, full removal of dead and/or dying branches & limbs, and other major pruning projects are available upon request under separate bid.</p>		
Prune Trees & Shrubs - Touchup	Frequency included in this Agreement	3
<p>This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site.</p>		
Irrigation Activation	Frequency included in this Agreement	1
<p>This service includes the activation of the irrigation system and a full system check. If any repairs are necessary to complete the activation of the irrigation system, a proposal for said repairs will be delivered for approval. Any delay in approving Spring Activation Repairs may result in a delay in fully activating the irrigation system.</p>		

Irrigation Checks - Bi-Weekly	Frequency included in this Agreement	14
<p>This service includes a full system check as necessary up to every other week during the growing season. This service includes checking the entire system for proper operation, the minor adjustment of irrigation heads, clearing plugged nozzles, and Irrigation Timer adjustments. In the event of a non-operable condition not caused by the Contractor's Mowing Operations, any irrigation system repairs necessary will be corrected and billed at \$80.00 per man hour plus materials and machine if necessary. This includes raising and lowering irrigation heads, clearing of plugged lines, replacement of broken or missing irrigation heads, redesign work, additions, valve locating, Irrigation Timer repairs and replacements, toning or tracing wires, and anything that requires digging or excavation.</p> <p>Contractor provides 24-Hour Emergency Service with a two hour minimum billed as outlined above.</p>		
Irrigation Winterization	Frequency included in this Agreement	1
<p>This service includes a fully system shutdown and Winterization.</p>		
Pre-Emergent Application-Beds/Parking	Frequency included in this Agreement	1
<p>This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Broadleaf Application Round 1	Frequency included in this Agreement	1
<p>This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Broadleaf Application Round 2	Frequency included in this Agreement	1
<p>This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Broadleaf Application Round 3	Frequency included in this Agreement	1
<p>This service includes one additional spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Dog Stations	Frequency included in this Agreement	34
<p>Dog Station Maintenance is included under this agreement and shall consist of a periodic check for Dog Waste Bags and empty the attached Trash Receptacle.</p>		
Winter Services	Frequency included in this Agreement	12
<p>Winter Services are included under this agreement and shall consist of a weekly policing of the property for removal of loose trash & debris.</p>		

**TASK ORDER NO. 4 ATTACHMENT 2
FEE SCHEDULE**

Nine monthly installments of \$1,094.68, commencing in April 2024 and ending in December 2024, for a total amount of \$9,850.68.



LANDSCAPE MAINTENANCE AGREEMENT

Project Name: Pearson Grove
Project Address 9490 West 14th Ave, Lakewood, CO 80215

Proposal #: 112164
Effective Date: April 1, 2024
Termination Date: December 31, 2024

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 4/1/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Indy Oak Metro District (the "Client"). The Client and Contractor agree as follows:

1. SCOPE OF WORK

- A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.
- B. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in this Agreement. Unless terminated as per Section "3" or a new Agreement has been executed by both parties, this Agreement will automatically renew and remain in full effect for an additional contract term. A cost-of-living adjustment, not to exceed 5%, will be applied to the Agreement price, unit and hourly rates will adjust to Environmental Designs, LLC current rates for each renewal period.

2. GENERAL PROVISIONS

- A. The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.
- B. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the offering party receives notice of acceptance within ten (10) calendar days of the date of this contract. If accepted, this document shall become a contract between Client and Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between Client and Contractor.
- C. This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.

3. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.
- B. Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due.
- C. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, LLC reserves the right to suspend services until the account is made current without any breach of contract.

4. INSURANCE

- A. During the term of this agreement, Contractor shall maintain general liability insurance, automobile liability insurance, employer's liability and workers compensation insurance covering its activities in connection with the services and any work order. Such insurance shall be in commercially reasonable amounts and evidence of such insurance will be provided to client upon request.

5. ADDITIONAL SERVICES AVAILABLE

A. Should any additional services be necessary and should Client desire Contractor to perform such or any other additional work requested by Client, Client may direct Contractor to make changes, additions, and deletions to the work, which shall be documented in a written "Change Order." Contractor shall promptly proceed in compliance therewith. Contractor shall submit, in writing, any claim for payment for the additional work. Additional work and or services will be billed separately, and all payments are due upon receipt. The performance of, and the payment for additional services are subject to all of the terms and conditions of this Agreement.

B. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Landscape Architecture and Design Services
2. Landscape construction projects
3. Water Management design, installation, and repairs
4. Seasonal floral: Design, installation, and maintenance including beds, pots, and hanging baskets
5. Plant Health Care (PHC) including pest control, fertilization, winter and deep root watering
6. Arbor care including tree pruning, tree removal, and stump grinding
7. Native and field grass mowing
8. Holiday lighting and seasonal decoration

6. LIMITED WARRANTY

A. Contractor warrants that its workmanship on all installation and repairs shall be performed in a good and workmanlike manner, and to be in accordance with generally accepted practices for similar services; and that any parts repaired or replaced by Contractor will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier. Client acknowledges that Contractor is NOT the manufacturer of the installed materials and equipment, and that Contractor makes no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. Client agrees to look solely to such manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. PAYMENT SCHEDULE

A. All payments are to be made on or before that last day of each month. Billing cycle will be processed on the first for services performed for that month. Time and material charges will be invoiced separately and will be due NET 30 from date of invoice.

B. Payments past due fifteen (15) days shall incur a finance charge of 1.5% per month (18% per anum). ENVIRONMENTAL DESIGNS, LLC or its assignee shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, reasonable attorney fees.

C. In consideration for the Contractor's performance of the Work included in this agreement and before any Additional Services Addendums, if any, the Client will pay the Contractor as follows:

9 Monthly Installments of:	\$1,094.52
Starting:	April 2024
Ending:	December 2024
Total Contract Price:	\$9,850.71

D. In the event that the average fuel price index, as found on <http://www.denvergasprices.com>, reach or exceed \$4.00 per gallon, a fuel surcharge of 3% will be applied to all invoices associated with this Maintenance Agreement until fuel prices drop below the aforementioned benchmark price, said surcharge shall increase 3% for every \$0.50 increase above the benchmark price of \$4.00 per gallon.

8. ACCEPTANCE

Environmental Designs, LLC

Branch

Contractor Signature

Date

Printed Name

Indy Oak Metro District

9490 West 14th Ave
Lakewood, CO 80215
303-987-0835 x 237

Client Signature

Date

Printed Name

EXHIBIT A

Scope of Services (the "Work")

<p>Weekly Services</p> <p>Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-monthly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>	<p>Frequency included in this Agreement</p>	<p>26</p>
<p>Aeration - Spring</p> <p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Fertilization - Spring Turf</p> <p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Fertilization - Summer Turf</p> <p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Spring Leaf & Debris Clean-up</p> <p>Spring Leaf & Debris Clean-up consists of the cleaning of any leftover leaves, bed maintenance, and edging along sidewalks and hardscape as needed.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Fall Leaf & Debris Clean-up</p> <p>Fall Leaf and Debris Clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the property. All leaves and debris will be disposed of off site.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Prune / Cutback Grasses & Perennials</p> <p>Prune / Cutback Grasses & Perennials includes the late winter or early spring cutting of the Ornamental Grasses and Perennials to promote healthy growth in the next growing season.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Prune Trees & Shrubs</p> <p>This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site at the appropriate time during the growing season to accommodate normal growing habits. This includes the removal of nuisance growth and site restrictions. Large tree trimming and removal, rejuvenation pruning, full removal of dead and/or dying branches & limbs, and other major pruning projects are available upon request under separate bid.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>
<p>Prune Trees & Shrubs - Touchup</p> <p>This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site.</p>	<p>Frequency included in this Agreement</p>	<p>3</p>
<p>Irrigation Activation</p> <p>This service includes the activation of the irrigation system and a full system check. If any repairs are necessary to complete the activation of the irrigation system, a proposal for said repairs will be delivered for approval. Any delay in approving Spring Activation Repairs may result in a delay in fully activating the irrigation system.</p>	<p>Frequency included in this Agreement</p>	<p>1</p>

EXHIBIT A

Scope of Services (the "Work")

Irrigation Checks - Bi-Weekly	Frequency included in this Agreement	14
<p>This service includes a full system check as necessary up to every other week during the growing season. This service includes checking the entire system for proper operation, the minor adjustment of irrigation heads, clearing plugged nozzles, and Irrigation Timer adjustments. In the event of a non-operable condition not caused by the Contractor's Mowing Operations, any irrigation system repairs necessary will be corrected and billed at \$80.00 per man hour plus materials and machine if necessary. This includes raising and lowering irrigation heads, clearing of plugged lines, replacement of broken or missing irrigation heads, redesign work, additions, valve locating, Irrigation Timer repairs and replacements, toning or tracing wires, and anything that requires digging or excavation.</p> <p>Contractor provides 24-Hour Emergency Service with a two hour minimum billed as outlined above.</p>		
Irrigation Winterization	Frequency included in this Agreement	1
<p>This service includes a fully system shutdown and Winterization.</p>		
Pre-Emergent Application-Beds/Parking	Frequency included in this Agreement	1
<p>This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Broadleaf Application Round 1	Frequency included in this Agreement	1
<p>This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Broadleaf Application Round 2	Frequency included in this Agreement	1
<p>This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Broadleaf Application Round 3	Frequency included in this Agreement	1
<p>This service includes one additional spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p>Commercial Applicators are licensed by the Colorado Department of Agriculture.</p>		
Dog Stations	Frequency included in this Agreement	34
<p>Dog Station Maintenance is included under this agreement and shall consist of a periodic check for Dog Waste Bags and empty the attached Trash Receptacle.</p>		

EXHIBIT A

Scope of Services (the "Work")

Winter Services

Frequency included in this Agreement

12

Winter Services are included under this agreement and shall consist of a weekly policing of the property for removal of loose trash & debris.

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.