


AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is entered into and effective this 23 day of JUNE, 2023 by and between the Spring Mesa Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and TLC Land Care, Inc., a Colorado corporation ("Contractor").

1. The work or services to be provided by the Contractor to the District are generally as follows: tree and shrub removal services, as further described in **Exhibit A**, attached hereto and incorporated herein (the "Work"). The Work shall be rendered in a timely manner or as specified in the description of the Work. The term of this Agreement shall run through the completion of the Work unless otherwise terminated by the District as provided herein.
2. The total compensation due for the Work provided by Contractor shall be pursuant to **Exhibit A**. Contractor shall submit to the District by the first of each month detailed invoices of the Work performed and direct costs presented for reimbursement. Work performed in excess of the compensation amount above shall only be performed upon written authorization of authorized District personnel or the District Board of Directors.
3. The Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor as an employee or agent of the District. The District is concerned only with the results to be obtained. **The District will not withhold any taxes or other amounts from any compensation paid to Contractor. The payment of any and all federal, state, and local taxes or other required withholdings shall be the sole responsibility of Contractor. Contractor is not entitled to Worker's Compensation benefits or unemployment insurance benefits.**
4. The Contractor shall indemnify, defend and hold harmless the District, its members, directors, officials and employees from and against any and all claims, demands, suits, actions, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent they are alleged to arise from the intentional misconduct or negligent acts or omissions of the Contractor or Contractor's sub-contractors and/or employees. The obligations of this indemnification shall survive termination of this Agreement.
5. Contractor shall carry insurance of the type and in the amounts as described in **Exhibit B** hereto. Proof of such insurance coverage shall be presented to the District prior to the performance of the Work. Nothing herein shall be deemed a waiver of immunity under § 24-10-101, *et seq.*, C.R.S.
6. The District may terminate this Agreement not-for-cause, in whole or in part, by delivering written notice of termination to Contractor specifying the extent and timing of such termination. The District shall pay Contractor for Work performed and materials actually provided to the District prior to such notice.
7. The Contractor shall be informed of and comply with all federal, state and local laws, ordinances and regulations and any applicable rules and regulations of the District.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Spring Mesa Metropolitan District

By: 
President

Land ^{SR}
TLC ~~Land~~ Care, Inc.

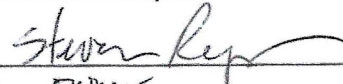
By: 
owner

EXHIBIT A

Spring Mesa Metro District
Jo Gentry
7672 Yule court Arvada, 80007
303-456-6530

TLC Land Care
P.O. Box 1088 Arvada 80001
303-421-1233 (O)
720-333-6804 (Marco)

Price list for 2023.
Price is subject to change according to work required.

Removal & Disposal Fee(s).

Tree(s) & Pine(s). aka "Unit"

Under 6' height will be charged at a rate of \$75.00 per unit. Ground low level cut only.
Dig out area around base of unit and cut off below ground level, Rate charge is \$120.00 per unit.
Complete root ball removal a rate charge of \$120-200 per unit depending on amount of time.
Backfill soil included with root ball removal.
Units over 6' will have a \$2 per foot price increase.

Shrub(s)

Dig out of shrub(s) under 4' will have a rate charge of \$25 per unit.
Shrub(s) over the 4'. Will be assessed and charged at a rate of \$3 per foot over the 4' height rate charge.
Charge rate will include backfill soil. If soil is needed.

TLC will take care of any open or exposed of irrigation to said plant material.
There might be time(s) existing irrigation cannot be found or located.

TLC Land Care, T&M rate per project. Estimate of time will not be given for T&M work.
T&M (time and material) \$110.00 p/hr. T&M is for a 3-person crew. Rate will increase if extra crew are needed.

TLC Land Care will submit an estimate of work that Spring Mesa Metro District feels necessary.
All estimates provided by TLC will have Material. Tax. Delivery. Equipment. Install. Disposal. Fee(s).
TLC will provide a design sketch of work if required. Design sketch is used to help outline said work.
All design sketches will have a list of material used.

EXHIBIT B

CONTRACTOR'S INSURANCE REQUIRMENTS

1. Worker's Compensation Insurance in accordance with applicable law.
2. Comprehensive general liability insurance in the amount of \$500,000 combined single limit bodily injury and property damage, each occurrence; \$1,000,000 general aggregate.
3. Automobile liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each accident.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SCHROCK INSURANCE AGENCY 8791 Wolff Ct. #210 Westminster, CO 80031	CONTACT NAME:	
	PHONE (A/C, No, Ext): (303) 666-2130	FAX (A/C, No): (303) 991-2343
E-MAIL ADDRESS: colfromssia@comcast.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Farmers Insurance Exchange		21652
INSURER B :		
INSURER C :		
INSURER D : Mid Century		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

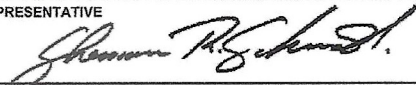
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			606643254	1/7/2023	1/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	A04173317	1/25/2023	1/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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