

## CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (“Agreement”) is made and entered into effective this 9th day of November, 2023 (the “Agreement Date”) by and between:

### **“DISTRICT”**

Name: SPRING MESA METROPOLITAN DISTRICT  
Address: c/o Spencer Fane LLP, 1700 Lincoln Street, Suite 2000, Denver, CO 80203  
Phone: (303) 839-3845  
Representative: Jo Gentry

### **“CONSULTANT”**

Name: ENVIRONMENTAL DESIGNS, LLC  
Address: 12511 E. 112<sup>th</sup> Avenue, Brighton, CO 80640  
Phone: (303) 287-9113  
Representative: Eric VanLaren

**DESCRIPTION OF WORK:** CONSULTANT shall provide landscape maintenance and snow removal services as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter called the “SERVICES”) in accordance with this Agreement. The DISTRICT and CONSULTANT by written amendment to this Agreement may from time to time make changes to the SERVICES. All changed work shall be carried out under this Agreement.

**DESCRIPTION OF DISTRICT:** The DISTRICT is a quasi-municipal political subdivision of the State of Colorado. The DISTRICT confirms and agrees that the DISTRICT has District to enter into this Agreement on its own behalf.

**COMPENSATION:** Compensation for the SERVICES rendered will be made in accordance with the rates and fees set forth in **Exhibit A**. The DISTRICT will pay the invoices within 30 days of receipt subject to setoff regarding any SERVICES that are in dispute. Failure to make any payment when due may be deemed a material breach of this Agreement and will entitle CONSULTANT, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in writing a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete District to act on behalf of their principals in respect to all matters arising under this Agreement.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, email, addressed to the regular business address of such party as identified above.

**DISTRICT RESPONSIBILITIES:** The DISTRICT shall make available to CONSULTANT all relevant information or data CONSULTANT requires to perform the SERVICES. CONSULTANT shall be entitled to reasonably rely upon the accuracy and completeness of all information and data the DISTRICT furnishes, including information and data originating with other consultants the DISTRICT employs, whether such consultants are engaged at the request of CONSULTANT or otherwise. Where such information or data originates either with the DISTRICT or its consultants then CONSULTANT shall not be responsible to the DISTRICT for the consequences of any error or omission contained therein.

The DISTRICT shall give reasonably prompt consideration to all documentation related to the SERVICES prepared by CONSULTANT and whenever prompt action is necessary, shall inform CONSULTANT of the DISTRICT'S decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the DISTRICT shall arrange and make provision for CONSULTANT'S entry to public and private property as necessary for CONSULTANT to perform the SERVICES. Unless specifically required of CONSULTANT in the description of the SERVICES, the DISTRICT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the SERVICES so as not to delay CONSULTANT in the performance of the SERVICES.

**CONSULTANT RESPONSIBILITIES:** CONSULTANT shall furnish the necessary qualified personnel to provide the SERVICES. CONSULTANT represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. CONSULTANT will be liable for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure CONSULTANT's performance. There are no other representations or warranties expressed or implied made by CONSULTANT.

In performing the SERVICES under this Agreement, CONSULTANT shall operate as and have the status of an independent contractor and shall not act as or be an employee of the DISTRICT.

The SERVICES performed by CONSULTANT shall be subject to the inspection and the review of the DISTRICT at all times, but such inspection and review shall not relieve CONSULTANT from its responsibility for the proper performance of the SERVICES.

**TERMINATION:** Either party may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to the breaching party to remedy the breach. On termination of this Agreement, the DISTRICT shall forthwith pay CONSULTANT for the SERVICES performed to the date of termination. Non-payment by the DISTRICT of CONSULTANT's invoices within 30 days of CONSULTANT rendering same is agreed to

constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of CONSULTANT are terminated.

**LAWS, ORDINANCES, AND OTHER PUBLIC REGULATIONS:** CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES. CONSULTANT shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**DISPUTE RESOLUTION:** If requested in writing by either the DISTRICT or CONSULTANT, the DISTRICT and CONSULTANT shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** Neither the DISTRICT nor CONSULTANT shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** CONSULTANT will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this Agreement. In addition, CONSULTANT shall take all reasonable measures to protect the data and security of its electronic files and all personal information that may be collected or created under this Agreement. CONSULTANT shall immediately notify the DISTRICT if CONSULTANT comes into possession of electronic financial, proprietary, confidential, privileged, or personal information of the DISTRICT or any of its members, and upon the DISTRICT'S demand, CONSULTANT shall remove such information and take such other necessary actions to insure

the security of the foregoing. CONSULTANT will refer any request for access to or correction of personal information that is made under statute to the DISTRICT and will comply with any directions from the DISTRICT respecting the access request, or respecting correction and annotation of personal information. CONSULTANT will, at reasonable times and on reasonable notice, allow the DISTRICT to enter its premises and inspect any personal information of the DISTRICT'S that is in the custody of CONSULTANT or any of CONSULTANT's policies or practices relevant to the management of personal information subject to this Agreement.

**ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement between the DISTRICT and CONSULTANT relating to the SERVICES and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the DISTRICT and CONSULTANT. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

**DISTRICT'S RIGHT TO STOP THE SERVICES:** If the CONSULTANT fails to correct SERVICES which is not in accordance with the Agreement, the DISTRICT may direct the CONSULTANT in writing to stop the SERVICES until the correction(s) is/are made.

**DISTRICT'S RIGHT TO CARRY OUT THE SERVICES:** If the CONSULTANT defaults or neglects to carry out the SERVICES in accordance with the Agreement and fails within a seven (7) day period after receipt of written notice from the DISTRICT to correct such default or neglect with diligence and promptness, the DISTRICT may, without prejudice to other remedies, correct such deficiencies and the CONSULTANT shall pay the costs of such correction.

**INDEMNIFICATION:** CONSULTANT, its successors and assigns, will indemnify and hold harmless the DISTRICT, the DISTRICT'S licensees, invitees, agents, successors, and assigns from any and all loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and reasonable attorney's fees, caused by, resulting from, or in any way arising out of any negligent, reckless, and intentional actions or inactions of CONSULTANT, its consultants, sub-consultants, employees, successors, and assigns related to this Agreement, **but only to the extent caused by the negligent, reckless, or intentional actions or inactions of CONSULTANT, its consultants, sub-consultants, employees, successors, and assigns related to this Agreement.**

**TIME:** Time is of the essence herein.

**SEVERABILITY:** If any clause, provision, subparagraph, or paragraph set forth in this Agreement is illegal, invalid, or unenforceable under present or future applicable laws, then and in that event it is the intention of parties hereto that the remainder of this Agreement shall not be affected thereby.

**APPLICABLE LAW:** The terms and provisions contained in this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

**INSURANCE:** CONSULTANT shall purchase and maintain comprehensive general public liability and property damage insurance in an amount not less than \$2,000,000 per occurrence and in the aggregate as well as workers' compensation insurance in the amounts required by law. Such comprehensive general public liability insurance shall include cyber liability insurance. Such policies shall name the DISTRICT as an additional insured and shall prohibit cancellation without thirty (30) days' notice to the DISTRICT. CONSULTANT will furnish the DISTRICT, within ten (10) days of receipt of a written request for the same, written verification from the insurance carrier for CONSULTANT that such coverage is in full force and effect. If CONSULTANT fails to supply such written verification within such ten-day period, the DISTRICT shall be entitled to stop all SERVICES by CONSULTANT without any liability therefore.

**APPROPRIATIONS:** Pursuant to C.R.S. Section 24-91-103.6(2), the DISTRICT has appropriated sufficient funds to pay the amounts due under this Agreement. There shall be no change orders or other form of order or directive by the DISTRICT requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for this Agreement unless CONTRACTOR is given written assurance by the DISTRICT that lawful appropriations necessary to cover the additional work have been made.

**INDEPENDENT CONSULTANT:** It is the express intention of the DISTRICT and CONSULTANT that the relationship created between them is that of employer-independent Consultant. An agent, employee, or servant of CONSULTANT shall never be or deemed to be the employee, agent, or servant of the DISTRICT. The DISTRICT is interested only in the results obtained from this Agreement. The manner and means of conducting the work are under the sole control of CONSULTANT. The DISTRICT will not withhold any taxes or other amounts from any compensation paid to CONSULTANT. The payment of any and all federal, state, and local taxes or other required withholdings shall be the sole responsibility of CONSULTANT. CONSULTANT is not entitled to Worker's Compensation benefits or unemployment insurance benefits.

No Worker's Compensation insurance shall be obtained by the DISTRICT concerning the CONSULTANT or its agents, employees or servants. CONSULTANT shall comply with applicable workers' compensation law concerning itself and its agents, employees, and servants and shall upon request, provide to the DISTRICT a certificate of Workers' Compensation Insurance.


**NO WAIVER OF GOVERNMENTAL IMMUNITY:** The parties hereto understand and agree that the DISTRICT is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the DISTRICT.

*[Signature page to follow]*

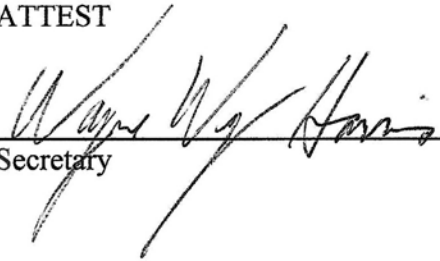
The parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

**DISTRICT:**

SPRING MESA METROPOLITAN DISTRICT,  
a quasi-municipal corporation and political  
subdivision of the State of Colorado


  
\_\_\_\_\_  
President

ATTEST

  
\_\_\_\_\_  
Secretary

**CONSULTANT:**

ENVIRONMENTAL DESIGNS, LLC,  
a Colorado limited liability company

By:   
\_\_\_\_\_

Name: Eric VanLaren

Its: Account Manager

**Exhibit A**



# 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

## LANDSCAPE MAINTENANCE AGREEMENT

EDLLC Contact: Eric VanLaren  
Project Name: Spring Mesa Metro District  
Project Address 8390 E Crescent Pkwy, Englewood, CO 80111

Proposal #: 113957  
Effective Date: January 1, 2024  
Termination Date: December 31, 2024

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 1/1/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Spring Mesa 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.

### 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 and payable on termination date.~~
- ~~C. 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.~~
- ~~D. 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.~~

### 4. INSURANCE

- ~~A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. The Contractor shall provide proof of coverage to the client prior to work being performed.~~

  
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Spring Mesa Metro District

Landscape Maintenance Agreement

Page 1 of 5 10/26/23 3:51:33 PM

  
Client



**5. ADDITIONAL SERVICES AVAILABLE**

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

1. Full Landscape Design Services by in house Architects and Designers.
2. All sizes of landscape construction projects, both residential and commercial.
3. Irrigation system design, installation, and service.
4. Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, decksapes, etc.
5. Replacement of or addition of trees, shrubs, ornamental grasses, and perennial flowers.
6. Full Plant Health Care (PHC) including pest control, fertilization, and deep root watering.
7. Full Arbor Services including tree pruning, tree removal, and stump grinding.
8. Estate Maintenance Programs
9. Native Grass and Field Mowing
10. Holiday Lighting and Decoration

**6. 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:

|                             |                      |
|-----------------------------|----------------------|
| 12 Monthly Installments of: | <b>\$2,945.12</b>    |
| Starting:                   | <b>January 2024</b>  |
| Ending:                     | <b>December 2024</b> |
| Total Contract Price:       | <b>\$35,341.44</b>   |

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.

**7. ACCEPTANCE**

ENVIRONMENTAL DESIGNS, LLC  
 12511 E. 112th. Avenue  
 Henderson, CO 80640  
 303-287-9113

Spring Mesa Metro District  
 8390 E Crescent Pkwy  
 Englewood, CO 80111  
 303-456-6530

Eric VanLaren 11/28/23  
 Contractor Signature Date  
 Eric VanLaren  
 Printed Name

Joetta Gentry 11/29/23  
 Client Signature Date  
 JOETTA GENTRY  
 Printed Name

## EXHIBIT A Scope of Services (the "Work")

|   |                                      |    |
|---|--------------------------------------|----|
| 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><b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b></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 &amp; 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>   |                                      |    |
| Fall Leaf & Debris Clean-up - Round 2   | Frequency included in this Agreement | 1  |
| <p>Additional Leaf and Debris Clean-ups will allow for multiple visits to rake, blow, and remove leaves and debris from 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 &amp; 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 &amp; 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>  |                                      |    |

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Spring Mesa Metro District

Landscape Maintenance Agreement

Page 3 of 5    10/26/23 3:51:33 PM

## EXHIBIT A Scope of Services (the "Work")

|   |   |           |
|---|---|-----------|
| <p><b>Irrigation Activation</b></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>  | <p>1</p>  |
| <p><b>Irrigation Checks - Bi-Weekly</b></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>14</p> | <p>14</p> |
| <p><b>Irrigation Winterization</b></p> <p>This service includes a fully system shutdown and Winterization.</p>  | <p>Frequency included in this Agreement</p> <p>1</p>  | <p>1</p>  |
| <p><b>Pre-Emergent Application-Beds/Parking</b></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><b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b></p>   | <p>Frequency included in this Agreement</p> <p>1</p>  | <p>1</p>  |
| <p><b>Broadleaf Application Round 1</b></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><b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b></p>  | <p>Frequency included in this Agreement</p> <p>1</p>  | <p>1</p>  |
| <p><b>Broadleaf Application Round 2</b></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><b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b></p>   | <p>Frequency included in this Agreement</p> <p>1</p>  | <p>1</p>  |
| <p><b>Broadleaf Application Round 3</b></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><b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b></p>  | <p>Frequency included in this Agreement</p> <p>1</p>  | <p>1</p>  |

**EXHIBIT A**  
**Scope of Services (the "Work")**

|   |                                      |    |
|---|--------------------------------------|----|
| <b>Porter Services</b>  | Frequency included in this Agreement | 52 |
| Porter Services is included under this agreement and shall consist of a periodic check of Trash Receptacles. Trash Receptacles will be emptied and new liners will be installed each visit. |                                      |    |
| <b>Native Broadleaf Weed Treatment</b>  | Frequency included in this Agreement | 1  |
| This Service includes spraying the Native Grass Areas with a broadleaf herbicide for weed control.  |                                      |    |
| <b>Native Mowing - Beauty Bands</b>   | Frequency included in this Agreement | 3  |
| This service includes the periodic mowing of all Beauty Bands adjacent to pathways  |                                      |    |

**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.



# 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 #: 113999

THIS SNOW SERVICES AGREEMENT (the "Agreement") is made and entered into as of 10/29/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Spring Mesa Metro District (the "Client").

### I. PROPERTY

Project Name: Spring Mesa Metro District  
Project Description: 2023-24 Snow  
Project Address: 8390 E Crescent Pkwy  
Englewood, CO 80111

Client Contact Name: Jo Gentry  
Client Phone Number: 303-456-6530  
Client Email: [jetag1950@gmail.com](mailto:jetag1950@gmail.com)

Contractor Contact: Eric VanLaren

### II. TERM

The term of this Agreement shall be 1/1/2024 to 12/31/2024.

### 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.

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Spring Mesa Metro District

SNOW SERVICES AGREEMENT

Page 1 of 4 11/1/2023 2:26:41 PM

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Client

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 Contractor 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 Contractor'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 JEY [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 JEY [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 JEY [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 JEY [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 JEY [Client Initials]

**D. Ice Melt**

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 Melt Services JEY [Client Initials]  
Client Declines Ice Melt Services \_\_\_\_\_ [Client Initials]



**IX. PRICING**

A. Service Prices

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

    JG     [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:     E VanLaren      
 Name: Eric VanLaren  
 Title: Account Manager  
 Date: 11/28/23

Client: Spring Mesa Metro District  
 Signature:     Jo Gentry      
 Name: Jo Gentry  
 Title: President  
 Date: 11/28/23