

VAUXMONT METROPOLITAN DISTRICT
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710

www.candelascommunity.com

NOTICE OF SPECIAL MEETING AND AGENDA

DATE: Thursday, January 11, 2024
TIME: 5:00 p.m.
LOCATION: Candelas Parkview Swim and Fitness Club
19865 W. 94th Avenue
Arvada, CO 80007

You can also attend the meeting in any of the following ways:

URL:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODIzOWQwNGQtYThkYy00YmNjLTk1NTQtMzM3ZDc5ZGNmMjEy%40thread.v2/0?context=%7b%22tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d

Dial in:

1-720-547-5281 United States, Denver
Phone Conference ID: **317 877 466#**

Board of Directors

Peter Schulte
Anna Smith
Craig Conway
Paul Hoisington
Travis Hart

Office

President
Vice President
Secretary
Treasurer
Assistant Secretary

Term Expires

May, 2027
May, 2027
May, 2025
May, 2027
May, 2025

I. ADMINISTRATIVE MATTERS (5:00 p.m.)

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notice.

- D. Review and consider adoption of Resolution No. 2024-01-01 Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices (enclosed).

II. EXECUTIVE SESSION (5:10 p.m. to 6:15 p.m.) *(If needed, an executive session may be called for specific purposes authorized pursuant to § 24-6-402(4), C.R.S.; and only after announcement at the public meeting of the specific topic for discussion and the statutory citation authorizing the executive session, and a 2/3 vote of the quorum present of the Board.)*

- A. District Committee structure, governance and application of public entity laws (Adjourn to Executive Session pursuant to Section 24-6-402(4)(b), C.R.S., for the purpose of receiving legal advice and related questions).

[NOTE: No formal action or adoption of any proposed policy, position, resolution, rule, or regulation may be taken in Executive Session.]

III. CONSENT AGENDA (Reconvene in Open Session at or about 6:15 p.m.)

- A. Review and consider approval of minutes of the November 16, 2023 Special Meeting (enclosed).

IV. PUBLIC COMMENT – Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

V. OPERATIONAL MATTERS AND MAINTENANCE MATTERS

- A. Review and consider approval of proposal and Task Order A for Candelas Community-Wide Engineering Assessment from Level Engineering, LLC (enclosed).
- B. Landscape Report - Environmental Designs, Inc. (“EDI”).
 - 1. Review and consider approval of Proposal #110302 for Cutting Down Winter Trees (enclosed).
 - 2. Review and consider approval of Proposal #113779 for Dog Waste Station Receptacle Repair (enclosed).
 - 3. Review and consider approval of Proposal #113780 for Dog Waste Station Installation and Maintenance (enclosed).
 - 4. Review and consider approval of Proposal #107985 for Townview Clubhouse Tree Well Trees (enclosed).
 - 5. Review and consider approval of Proposal #114310 for 2023 Winter Drainage Project (enclosed).

6. Review bids for 2024 irrigation water management from EDI and consider approval of proposal (enclosed).
 7. Review and consider approval of Proposal #111355 for Alley Lot Homes Controller Upgrades (enclosed).
 8. Review and consider approval of Proposal #113201 for Alley Lot Plant Material Project (enclosed).
- C. Yucca and Foxtail Stormwater Facilities Updates:
1. Review 2023 November Stormwater and Detention Pond Photo Report, soil report and bids for Yucca Pond services and consider approval of proposal (enclosed).
 2. Review and consider approval of proposal for 2024 Services from Aqua Sierra, Inc. (enclosed).
- D. Review January 2024 Candelas Facilities Update (enclosed).
1. Review and consider approval of proposal to replace recumbent bike in Townview Fitness Center from Colorado Cardio.
 2. Review and consider approval of proposals for permanent lighting on swim and fitness centers from Blingle Lighting and Jellyfish Lighting.
 3. Review and consider approval of proposal for AV equipment from Owl Labs.
 4. Consider approval to install streaming devices on TV's in Parkview gym to provide residents with TV programming.

VI. DIRECTORS' MATTERS

- A. Acknowledge 2024 scope of work and fees from Timberline District Consulting and schedule a work session to review, discuss and consider approval of same (enclosed).
- B. Discuss management attendance at committee meetings and costs to District.
- C. Discuss KB Homes construction concerns (enclosed).

VII. FINANCIAL MATTERS

- A. Review and accept Schedule of Cash Position as of January 2024 (to be distributed).
- B. Review and ratify/approve payment of claims in the amount of \$TBD through the period ending January 2024 (to be distributed).

VIII. LEGAL MATTERS – Adjourn to Executive Session, if necessary, for any of the following items:

- A. Review Legal Status Report (enclosed).
- B. Discuss District committees, governance structure and potential revisions (enclosed).
- C. Discuss District facilities rental restrictions and requirements.
 - 1. Alcohol and rental application and addendum considerations (enclosed).
 - 2. Review rental facility chain of command structure and protocols.

IX. COVENANT CONTROL AND ENFORCEMENT/COMMUNITY MANAGEMENT (Adjourn to Executive Session, if necessary, for any of the following items):

- A. Community manager report (enclosed).

X. MANAGER MATTERS

XI. COMMITTEE UPDATES

- A. Review and discuss the following committees and reports from the same:
 - 1. Social/Events Committee.
 - i. Review upcoming community events.
 - 2. Alley Lots Committee.
 - 3. Finance/Audit Committee.
 - 4. Sustainability Committee.
 - 5. Landscape Committee.
 - 6. DRC Committee.

XII. PUBLIC COMMENT

XIII. OTHER BUSINESS

XIV. ADJOURNMENT

The next regular meeting is scheduled for Tuesday, February 20, 2024 at 5:00 p.m.

RESOLUTION NO. 2024-01-____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE VAUXMONT METROPOLITAN DISTRICT
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903(1), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Vauxmont Metropolitan District (the “**District**”), City of Arvada, Jefferson County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That regular meetings of the Board of Directors (“**District Board**”) for the year 2024 shall be held on the third Tuesday of each month, at 5:00 p.m. at the Candelas Parkview Swim & Fitness Club, 19865 W. 94th Ave., Arvada, Colorado 80007, in Jefferson County, Colorado, and also via Microsoft Teams or other video/telephonic means.

3. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

4. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

5. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

6. That the District has established the following District Website, www.candelascommunity.com, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

7. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) Candelas Parkview Swim & Fitness Club, 19865 W. 94th Ave., Arvada, Colorado 80007

8. The District Manager, or his/her designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR NOTICES]

RESOLUTION APPROVED AND ADOPTED on January 11, 2024.

VAUXMONT METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

DRAFT

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
VAUXMONT METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
NOVEMBER 16, 2023

A special meeting of the Board of Directors (referred to hereafter as “Board”) of the Vauxmont Metropolitan District (referred to hereafter as the “District”) was convened on Thursday, November 16, 2023, at 5:00 p.m. at Candelas Parkview Swim & Fitness Club, 19865 W. 94th Avenue, Arvada, Colorado 80007. This District Board meeting was also held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Peter Schulte, President
Anna Smith, Vice President
Craig Conway, Secretary
Paul Hoisington, Treasurer
Travis Hart, Assistant Secretary

Also In Attendance Were:

Lisa Johnson, Alex Clem, Rachel Alles and Alonso Duran Rodriguez; CliftonLarsonAllen LLP (“CLA”)
Brittany Barnett, Jerry Jacobs, Christina Sandoval and Desirae Torres; Timberline District Consulting LLC (“Timberline”)
Russell Newton; Seter & Vander Wall, P.C.
Lindsay Smith – Winzenburg, Leff, Purvis & Payne, LLP
Level Engineering Representatives
Matthew Ward; Environmental Designs, Inc. (“EDI”)
Brian Levins, Dave Batton, Jori Ray, Kailey, Patrick, Lenore, Mike Anderson, Nicole Burke, Rachel Trahan, S.K. Rangole, Jonathan Morse, Scott Young, Kirk Bobo, Dale Meier, Peter Dyer and other members of the public

ADMINISTRATIVE MATTERS

Call to Order and Agenda: The meeting was called to order at 5:01 p.m. by Director Schulte. There was distributed for the Board’s review and approval, a proposed agenda for the District’s special meeting. Following review, upon motion duly made by Director Conway, seconded by Director Hoisington and upon vote, unanimously carried, the Board approved the agenda, as presented.

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. The Board requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those

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applicable disclosures made by the Board members prior to this meeting in accordance with statute, if any.

Quorum, Location of Meeting, and Posting of Meeting Notices: It was noted that a quorum was present. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined that the meeting would be held in a hybrid manner, with participants attending both in person at the meeting location and by video/telephonic means. It was noted that the notice of the location and manner of the meeting was duly posted, and that no objections to the location and manner of the meeting or any requests that the location and manner of the meeting be changed by taxpaying electors within the District boundaries have been received. The Board further noted that the meeting was being held within the boundaries of the District.

2024 Meeting Schedule: Ms. Johnson discussed the 2024 meeting schedule with the Board. Following discussion, the Board determined to hold meetings on the 3rd Tuesday of each month at 5:00 p.m. in 2024.

COVENANT CONTROL AND ENFORCEMENT/ COMMUNITY MANAGEMENT

Community Manager Report: Ms. Barnett reviewed the Community Manager Report and the proposal for mailbox light repairs from Blood Hound with the Board. Following review, upon a motion duly made by Director Smith, seconded by Director Hoisington and, upon vote, unanimously carried, the Board approved the proposal for mailbox light repairs from Blood Hound in the amount of \$515, as presented.

Covenant Control/Residential Design Guidelines:

DRC Approvals/Disapprovals, Turnaround Time and Violation Process: Attorney Smith informed the Board that letters have been sent to homeowners for violations, but no legal action has been taken thus far. She reviewed current statutory guidelines for covenant enforcement and Design Review Committee and Design Review Request processes with the Board and noted that the Candelas Design Review Committee is responsible for reviewing plans in a 45-day period.

Attorney Smith stated that the Candelas Design Review Committee and staff do not have authority to grant variance requests. She suggested putting Design Review Committee variance requests on the consent agenda for Board approval in the future. Discussion ensued.

Attorney Smith suggested updating the Residential Design Standards and the District's website to reflect the timeline for Design Review Committee submissions in order to adhere to the Board meeting schedule for approvals. Following discussion, upon a motion duly made by Director Hart, seconded

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by Director Schulte and, upon vote, majority carried, the Board directed staff to list Design Review Committee variance recommendations by address with notation as to what the request pertains to on the consent agenda for future meetings. Director Conway voted against. It was noted that Attorney Smith, Ms. Barnett and Ms. Torres will work to determine a feasible timeline for submissions in accordance with the Board meeting schedule.

Variance Requests: Ms. Torres reviewed current outstanding variance requests with the Board. Discussion ensued.

Following review and discussion, a motion to grant first variance request for 18960 West 92nd Drive duly made by Director Hoisington, seconded by Director Hart and, upon discussion and vote of two in favor and three opposed (Directors Conway, Smith, and Shulte), the motion failed and the request was denied.

Following review and discussion, upon a motion duly made by Director Conway, seconded by Director Smith and, upon vote, unanimously carried, the Board denied the second variance request for 18473 West 94th Lane.

Following review and discussion, upon a motion duly made by Director Conway, seconded by Director Smith and, upon vote, unanimously carried, the Board denied the third variance request without prejudice for 9424 Noble Way. The homeowner was invited to resubmit the request with additional/alternative details. It was noted that Timberline will communicate the Board's decision to the homeowner.

PUBLIC COMMENT

The Board received comments from Kirk Bobo, member of the public.

OPERATIONAL MATTERS AND MAINTENANCE MATTERS

Landscape Report – Environmental Designs, Inc. (“EDI”): Mr. Ward provided a report to the Board, noting that system winterization will begin Monday as well as the holiday lighting installation.

Proposal #114183 for Mailbox Kiosk Capstones Repairs: Mr. Ward reviewed the proposal with the Board. Following review, upon a motion duly made by Director Hart, seconded by Director Hoisington and, upon vote, unanimously carried, the Board approved Proposal #114183 for Mailbox Kiosk Capstones Repairs, as presented.

Memorandum of Understanding from Level Engineering and Inspection: Level Engineering representatives reviewed the Memorandum with the Board, noting that they wish to clarify the needs of the project before they submit a proposal to the Board. Discussion ensued. The Board requested the pool proposal as soon as possible. It was noted that Level Engineering will provide a series of proposals for the various project aspects over the next few weeks for

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consideration and approval by the Board.

Timberline Spending Limit and Authority: Ms. Johnson discussed the suggestion of authorizing Timberline to make decisions and purchases without Board direction up to a certain dollar amount between Board meetings. Discussion ensued. Following discussion, upon a motion duly made by Director Hoisington, seconded by Director Smith and, upon vote, unanimously carried, the Board authorized an \$800 spending limit for Timberline, subject to inclusion of invoices in the Community Manager Report for Board meeting packets.

Yucca and Foxtail Stormwater Facilities: Ms. Barnett provided an update to the Board regarding the Yucca and Foxtail stormwater facilities, noting that she will have pricing for dredging by the January meeting. It was noted that following the on-site meeting with Director Conway, Director Smith, Timberline, and the City of Arvada, the City noted that the Yucca stormwater facility is functioning as it was meant to. Discussion ensued.

Bid Summary, Solicit Landscape Committee Feedback and Consider Approval of a Proposal for 2024 Landscape Maintenance Services: Ms. Barnett reviewed the proposals for 2024 landscape maintenance services and scorecard with the Board, noting the Landscape Committee's recommendation of EDI's services. Following discussion, upon a motion duly made by Director Schulte, seconded by Director Hoisington and, upon vote, unanimously carried, the Board approved the proposal for 2024 landscape maintenance services from EDI. Mr. Meier noted the Landscape Committee's endorsement of approval of EDI's proposal.

October 2023 Candelas Facility Report: Ms. Sandoval reviewed the report with the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Conway, seconded by Director Schulte and, upon vote, unanimously carried, the Board approved the proposal from Vectra Mechanical for Parkview ventilation and authorized the termination of the current contract with Impact. It was noted that general counsel will put the proposal into standard contract form.

The Board further discussed hosting swim lessons in summer 2024 at the Parkview pool. It was noted that Timberline will come up with ideas for swim lesson options to be communicated to the Board.

Townview Pool Regarding Testing/Winterization: This item was previously discussed.

Proposal from Blood Hound for Mailbox Light Repairs in the amount of \$515.00: This item was previously discussed.

FINANCIAL

Schedule of Cash Position as of November 7, 2023: Mr. Rodriguez reviewed

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MATTERS

the Schedule of Cash Position with the Board. Following review, upon a motion duly made by Director Hoisington, seconded by Director Conway and, upon vote, unanimously carried, the Board accepted the Schedule of Cash Position as of November 7, 2023, as presented.

Payment of Claims in the Amount of \$272,153.17 Through the Period Ending November 7, 2023: Mr. Rodriguez reviewed the claims with the Board. Following review and discussion, upon motion duly made by Director Hoisington, seconded by Director Conway, and upon vote unanimously carried, the Board ratified the approval of the payment of claims in the amount of \$272,153.17, as presented.

Public Hearing to Consider Amendment of 2023 Budget and, if necessary, Adoption of Resolution to Amend 2023 Budget: Director Schulte opened the public hearing to consider an amendment of the 2023 Budget at 8:04 p.m.

It was noted that publication of Notice stating that the Board would consider amendment of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing.

Mr. Rodriguez reviewed the 2023 Budget with the Board. Discussion ensued.

No public comments were received, and Director Schulte closed the public hearing at 8:06 p.m.

Following review and discussion, upon a motion duly made by Director Hoisington, seconded by Director Conway and, upon vote, unanimously carried, the Board approved the amendment of the 2023 Budget and adopted the Resolution to Amend the 2023 Budget, as presented.

Public Hearing on Proposed 2024 Budget and Adoption of Resolution to Adopt the 2024 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies: Director Schulte opened the public hearing to consider the proposed 2024 Budget at 8:07 p.m.

It was noted that publication of Notice stating that the Board would consider the proposed 2024 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing.

Mr. Rodriguez reviewed the 2024 Budget with the Board.

Mr. Bobo asked questions regarding the increase in assessed valuations since last year. Discussion ensued.

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Director Schulte closed the public hearing at 8:16 p.m.

Following review and discussion, upon a motion duly made by Director Conway, seconded by Director Hart and, upon vote, unanimously carried, the Board approved the 2024 Budget and adopted the Resolution to Adopt the 2024 Budget and Appropriate Sums of Money and the Resolution to Set Mill Levies, as presented subject to receipt of final assessed valuation from the County.

Engagement Letter with Haynie & Company to Prepare the 2023 Audit:

Upon a motion duly made by Director Hoisington, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the engagement letter with Haynie & Company to prepare the 2023 Audit, as presented.

CONSENT AGENDA

Following review, upon motion duly made by Director Hart, seconded by Director Conway, and upon vote unanimously carried, the Board approved the following Consent Agenda item:

- Approve Minutes of the October 17, 2023 Annual Meeting, October 17, 2023 Regular Meeting and November 2, 2023 Special Meeting/Budget Workshop.

**MANAGER
MATTERS**

CliftonLarsonAllen LLP Master Services Agreement and Statement(s) of

Work for 2024: Ms. Johnson reviewed the Master Services Agreement and Statements of Work with the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Smith, seconded by Director Hoisington and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP Master Services Agreement and Statements of Work for 2024, as presented.

2024 Insurance Renewal and Property Schedule: Ms. Johnson reviewed the 2024 insurance renewal and property schedule with the Board, noting that Timberline has reviewed the policy and provided changes which will be incorporated into the property schedule for the Cimarron Metropolitan District, as that District holds the property. Ms. Johnson stated that TCW recommends increasing the District's cyber security coverage. Discussion ensued. Following discussion, upon a motion duly made by Director Schulte, seconded by Director Hart and, upon vote, unanimously carried, the Board approved the 2024 insurance renewal and authorized the increase of the District's cyber security coverage to \$250,000.

Worker's Compensation Insurance for 2024: Following discussion, upon a motion duly made by Director Schulte, seconded by Director Hart and, upon vote, unanimously carried, the Board approved worker's compensation coverage for 2024.

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Membership in the Special District Association for 2024: Upon a motion duly made by Director Hoisington, seconded by Director Conway and, upon vote, unanimously carried, the Board approved the renewal of the District's membership in the Special District Association for 2024.

COMMITTEE UPDATES

Committee Reports:

Social/ Events Committee: Ms. Barnett provided an update to the Board.

Upcoming Community Events: None.

Alley Lots Committee: Ms. Barnett provided an update to the Board.

Finance/Audit Committee: Mr. Dyer inquired about the 2022 Audit, cyber security and areas of potential risk.

Sustainability Committee: No update was provided.

Landscape Committee: Mr. Meier provided an update to the Board.

DRC Committee: No update was provided.

DIRECTORS' MATTERS

Liability Waivers for Volunteer Events: This item was deferred.

Pool Maintenance Services with an Alternate Company: The Board discussed obtaining pool maintenance services with alternate companies, noting Timberline's contract automatically renews annually. Director Smith made a motion to solicit proposals for additional pool maintenance services. The motion was not seconded and the motion failed. It was noted that Timberline will provide a more detailed scope of work for 2024 for consideration at the January meeting.

Community Management Services Scope of Work: The Board discussed the community management services scope of work. It was noted that Timberline will provide more detailed invoices going forward.

Candelas Holiday Lighting Display Contest: Director Schulte and Ms. Barnett discussed the holiday lighting contest with the Board. Discussion ensued. Following discussion, upon a motion duly made by Director Schulte, seconded by Director Hart and, upon vote, unanimously carried, the Board authorized a holiday lighting contest to be held on December 21, 2023 and will allow the lights to remain displayed until January 31, 2024.

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Videoconference Meeting Equipment: Director Hoisington stated that he has received complaints from residents regarding being unable to hear meeting recordings posted on the District's website. It was noted that Director Hoisington will work with Timberline to solicit a proposal for an OWL videoconferencing system for the Board's consideration.

Financial Limits for Vendors:

Landscape Maintenance and Approvals through Timberline:

Director Hoisington discussed landscape maintenance and approvals with the Board. Following discussion, upon a motion duly made by Director Hoisington, seconded by Director Hart and, upon vote, unanimously carried, the Board authorized Timberline to approve landscape maintenance work for costs under \$800 without Board approval, subject to inclusion of invoices in the next Board meeting packet.

General Maintenance and Board Approvals: This item was previously discussed.

Full Winterization Completion: Ms. Barnett confirmed that both pools have been fully winterized.

City of Arvada and Council to a 2024 Meeting: Director Conway discussed inviting the City of Arvada and council to a 2024 meeting. It was noted that Director Schulte will speak with a few representatives from the City regarding attendance.

Townview Staff Hours and Community Room Availability: The Board discussed Townview staff hours and community room availability. It was noted that Timberline will reiterate to the community that staff is available at Parkview and that Townview is not staffed.

Contract with Community Management and Scope of Work: This item was previously discussed.

Community Management Invoices #2224-23 and #260524: This item was previously discussed.

Management Attendance at Committee Meetings and Costs to District: This item was deferred.

City of Arvada Approval Process for District Property: Director Smith reviewed the City of Arvada's approval process for District property with the Board. Discussion ensued.

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LEGAL MATTERS

Legal Status Report: The Board reviewed the Legal Status Report.

District Committees, Governance Structure and Potential Revisions: This item was deferred to the January meeting.

Alley Lot Fee Resolution: Mr. Newton reviewed the updates to the revisions to the Resolution adopted at the October meeting. Following review and discussion, upon a motion duly made by Director Schulte, seconded by Director Hoisington and, upon vote, unanimously carried, the Board repealed the adoption of the Resolution approved at the October meeting and adopted the updated Alley Lot Fee Resolution, as presented.

Alley Lot Fence Ownership/Maintenance: Mr. Newton reviewed the Alley Lot fee ownership and maintenance with the Board, noting that the fence is the homeowner's responsibility.

EDI Snow Removal Change Orders: Mr. Newton reviewed the EDI snow removal Change Orders previously approved by the Board, noting existing agreements for some of the scope of work was already in place. Following discussion, the Board determined to keep the previously approved change orders/proposals from EDI for the 2023/202 winter season.

Exemption from IRMA Regarding Bond Calculations: Mr. Newton discussed the exemption from IRMA with the Board. Following discussion, upon a motion duly made by Director Schulte, seconded by Director Hoisington and, upon vote, unanimously carried, the Board approved the waiver, subject to coordination between Ms. Pangindian and Director Schulte to finalize.

Community Center Rental Application: Mr. Newton reviewed the application with the Board. It was noted that updated rental applications including the revisions discussed will be presented for consideration at the next meeting.

Cimarron/Vauxmont Transition Preliminary Planning: It was noted that Director Schulte and Director Conway will serve on a committee to liaison with a representative on the Cimarron Metropolitan District Board of Directors regarding transition of improvements from Cimarron MD to Vauxmont MD.

PUBLIC COMMENT

None.

OTHER BUSINESS

Director Schulte noted that the Statewide Internet Portal Authority is not accepting new website domains until January and the construction of a new District website is currently on hold.

EXECUTIVE

This item was deferred to the January meeting.

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SESSION

ADJOURNMENT

Upon motion duly made by Director Conway, seconded by Director Hoisington, and upon vote unanimously carried, the Board adjourned the meeting at 10:12 p.m.

Respectfully submitted,

Secretary for the Meeting

2023-2024 GENERAL SERVICES AGREEMENT

RE: Candelas Community-Wide Engineering Assessment

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is dated this 1st day of December, 2023, by and between the following parties:

<p style="text-align: center;">CLIENT:</p> <p style="text-align: center;">Vauxmont Metropolitan District Board of Directors 8390 E. Crescent Pkwy., Suite 300 Greenwood Village, Colorado 80111</p> <p style="text-align: center;">(the “Client” or the “District”))</p> <p style="text-align: center;">C/O Timberline District Consulting, LLC 25633 Roxana Point Drive Evergreen, CO 80439</p>	<p style="text-align: center;">CONSULTANT:</p> <p style="text-align: center;">Level Engineering, LLC 320 Cleveland Avenue Loveland, CO 80537</p> <p style="text-align: center;">(the “Consultant” or “Level”)</p>
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Recitals

- A. **WHEREAS**, the Vauxmont Metropolitan District is a quasi-municipal corporation and political subdivision of the State of Colorado with a large number of parks, pools, trails, open space areas, and other amenities located within its boundaries.
- B. **WHEREAS**, as the development of the Candelas community nears completion, the District has become aware of potential deficiencies related to the TownView Pool, retaining walls, drainage features, and other District property. The extent of these deficiencies is not known.
- C. **WHEREAS**, the District seeks to retain the services of a professional engineering consultant with the capabilities to assess and document these observed deficiencies and advise the District. As needed and directed, the scope of services provided by the consultant may include formal design of the remedial measures to restore community infrastructure elements to good condition.
- D. **WHEREAS**, the District has identified certain priority action items subsumed within the anticipated larger scope of work, including evaluating the TownView Pool and its surrounding structures, that are either of high importance to District residents or require prompt attention due to apparent safety or accessibility concerns. The parties agree that a phased approach to assessing District property is warranted.
- E. **WHEREAS**, the District has stated its intention to move diligently toward retaining a consultant and completing the initial assessment work. The District anticipates that such work, at least with respect to the identified priority action items, will begin early in 2024 or as soon thereafter as is practicable.
- F. **WHEREAS**, Consultant and its subconsultants have experience providing similar engineering assessment, soil testing and evaluation, design, and consultation services to municipal, quasi-governmental, and commercial clients across the Colorado Front Range.
- G. **WHEREAS**, Consultant has identified a team of in-house staff and subconsultants with availability to advance the work on the District’s stated timeline.

NOW, THEREFORE, in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the parties named above do hereby agree as follow:

PROJECT NEEDS SUMMARY

Candelas is a nearly 1,500 acres master-planned community in west Arvada. Build-out is nearing completion by the developer. A significant majority of the total construction has been completed at this time, and the District anticipates eventual acceptance of the community owned infrastructure. However, the community has expressed significant concern regarding the acceptance of said infrastructure due to observed deficiencies.

The District now seeks to retain the services of an engineering consultant to provide an assessment of the existing community owned infrastructure, with a focus on the overall stability of site slopes, landscape/vegetation, environmental, drainages, community owned structures, and retaining walls. The assessment will necessarily be multidisciplinary in nature. It will entail structural and civil engineering inspection and analysis, geotechnical testing, water, landscaping, and environmental engineering considerations, and also likely some formal community planning activities.

Depending on the findings of the initial infrastructure assessment, subsequent work phases may be warranted, to include designing the recommended remedial actions as well as design, maintenance, and construction services.

THE PROJECT TEAM

Level Engineering provides full-service structural and civil engineering services to private and public clients across the Front Range. With its headquarters in Colorado, the firm has the resources and expertise to see a project of this nature from conception through remedial construction activities and final approval. Level Engineering would serve as the District's primary point of contact on the project and spearhead all efforts with subconsultants and other involved parties.

We envision our work being supported by two primary subconsultants, Kumar and Associates, Inc. (Kumar) and June Engineering and Planning, LLC (JEP). Kumar provides geotechnical engineering, engineering geology, environmental services, and construction materials testing across Colorado. Kumar would perform exploratory borings, soil sampling, and other on-site testing, with an emphasis on developing slope stability, and landscape/environmental recommendations for the District. The firm would also provide site inspections as necessary, in later phases of the project.

June Engineering and Planning's focus would be on assisting the District analyze and implement any corrective actions that are identified in the assessment and design phases. This may include reserve studies and planning, grant assistance, and report drafting.

As the work progresses and the District considers implementing remedial measures, the District may wish to consult with Level Engineering's partner company, Level Design Build Colorado. Level Design Build is a full-service general contractor owned and managed by professional engineers. It has the experience, team, and resources in place to complete infrastructure projects of this nature in a timely and cost-effective manner.

Additional subconsultants and subcontractors may be necessary and will be discussed and approved with the Client in advance of approving others for work.

SCOPE OF SERVICES

The Client hereby agrees to engage the Consultant to provide the Client with the following services (the "Services").

Due to stated District priorities, magnitude of the project, and nature of the concerns, we envision our work proceeding in several distinct phases. Phases I, II, and III, as currently anticipated, are outlined below.

Phase I – Assessment Phase

The initial task is to assess the state of the applicable infrastructure throughout all of the community owned areas. This will involve on-site inspection, testing, and analysis. A comprehensive report with findings (ie. transition report, or equal), and recommended next steps will be provided at the conclusion of the assessment phase.

The proposed assessment work (Phase I) would be conducted with the goals of:

- Identifying and assessing deficiencies in the design and or construction of the Community owned infrastructure.
- Providing the District with a written report to:
 - document our findings regarding the Community owned infrastructure;
 - provide recommendations for acceptance, maintenance, replacement, and/or repair of the Community owned infrastructure; and
 - provide cost estimates for subsequent phases of the services necessary for the Community’s proper planning and budgeting.

Infrastructure located on private residential properties and properties for which the Community is not responsible are excluded from this assessment (Arvada, Parks, others).

In an effort to facilitate timely action regarding replacement/repair or the identified priority action projects (pool, pool house, etc.), Level Engineering would be prepared to complete the assessment and issue a standalone report for these specific infrastructure items as quickly as possible, early on in Phase I. We would also be prepared to proceed immediately into subsequent project phases pending Board approval. Subsequent phases are anticipated to include Design, plan of repair, final cost estimates, construction admin/inspection, and others.

Additionally, we anticipate extensive coordination efforts with District Staff and the Board will be necessary throughout Phase I to ensure our efforts are best focused on the District’s priorities and needs.

Phase I Fees

Given the limited information currently available and nature of this engineering work, it is not possible to establish a fixed cost for this phase. Projects like this typically proceed during the initial assessment phase on a time and materials basis. Work to complete Phase I shall be billed at our standard rates presented in Exhibit A.

We propose an initial Phase I Services authorization of \$75,000.00. As additional funds are needed to advance the Phase I work, Board review and approval will be required.

While it is difficult to predict with any level of accuracy at this point, we do anticipate that supplement expenditure authorizations may be required to complete the full Phase I assessment work. This conclusion is based on our review of the various documents that have been furnished to us by District personnel and visual observations made during the preliminary scoping site visits.

Phase I Schedule

Phase I work product will be advanced, prepared, and delivered as directed by District personnel. We anticipate needing approximately three months to complete Phase I after receiving the notice to proceed, depending on the final scope of work and assessment priorities dictated by the District.

Phase II – Planning and Preliminary Design

If suspected deficiencies are confirmed in Phase I, a secondary planning and design phase should be implemented. Based on discussion during the November 2023 board meeting, we anticipate the TownView Pool will be our first

task order submitted for District approval.

Authorization to proceed with site specific Phase II work will be acquired from the Board on an individual task-order basis. Each task order proposal shall include an estimated fee to complete the related scope of work. Billing and invoicing for each Phase II task order will be tracked and presented separately.

As task orders proposals are provided for deficiencies identified in Phase I work, District guidance on areas of focus/emphasis, budget, and timelines will dictate how any Phase II phase work unfolds. If certain infrastructure elements require immediate attention or there are budgetary or other limitations in play, we can foresee the design phase occurring in a series of subphases, potentially over the course of several years.

Phase III – Implementation Phase

This phase involves implementing design recommendations and correcting the identified deficiencies, as required. Level Engineering is well versed in interfacing with contractors, jurisdictions with authority over the work (JHAs), and other stakeholders during construction activities to ensure that the Project on time, per budget, and produce the intended results for our clients. Phase III services may include construction oversight and supervision, permitting, and on-site testing and inspections, among others

Given the District’s priorities, we envision some overlap between the defined phases, where priority action projects such as the pool repairs may proceed to design, permitting, and construction before lower priority infrastructure elements are assessed. We can be flexible in our approach and will advance work as prioritized by the District.

As deficiencies are repaired and infrastructure elements are restored to good condition, maintenance and recurring inspection activities may be advisable. These services can also be provided through our team as well.

The above list of anticipated services is not meant to be all inclusive. **Any tasks that are not explicitly included above shall be discussed and approved in writing by both Client and Consultant prior to proceeding with the related work.** These additional services may also include any other task which the Parties may agree on in writing. Such additional services may include:

- Construction Phase Inspections, Certifications
- Spill or Emergency Response Plans
- Mechanical, Electrical, and Plumbing Engineering/Designs
- Utility design and coordination
- Zoning and planning reviews or consultation
- Professional Land Survey, Easements
- Utility locates, potholing

TERM OF AGREEMENT

The term of the Agreement (“the Term”) will begin on the date of the Agreement and will remain in full force and effect until December 31, 2024, subject to earlier termination as provided in the Agreement. The Term may be extended with the written consent of the Parties.

PAYMENT TERMS

1. Phase I Services will proceed on a time and materials basis and be billed at the rates set forth in **Exhibit A**. The District grants Consultant an initial authorization to incur up to seventy-five thousand dollars (\$75,000.00) in fees and reimbursable expenses under this Agreement. Additional expenditures may be requested by Consultant and authorized by written approval of the District Board.
2. A deposit of \$25,000.00 (the “Deposit”) is due and payable to Consultant upon the mutual execution of this

Agreement. Fees and reimbursable expenses shall be charged first against the Deposit until the Deposit has been exhausted.

3. The Consultant will prepare and send itemized invoices to the Client on a monthly basis. Invoices will included receipts and other back up as is reasonably required to establish Consultant's claimed reimbursable expense. Payment is due to Consultant within 30-days of receipt.

REIMBURSEMENT OF EXPENSES

1. The Consultant will be reimbursed for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.
2. Pre-approval is not required for expenses under \$500.00.
3. Incurred expenses, including required subconsultants, will be reimbursed at the incurred cost plus 20%, excluding mileage, which will be billed at the standard federal GSA rate (\$0.625/mile).

RETURN OF PROPERTY

Upon the expiration or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

INDEPENDENT CONTRACTOR

In providing the Services under this Agreement Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for services. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefits for the Consultant during the Term. The Consultant is responsible for paying, and complying with the reporting requirements for, all location, state, and federal taxes related to payments made to the Consultant under this Agreement.

AUTONOMY

Except as otherwise provided in this Agreement, the Consultant will have full control over working time, methods and decision making in related to providing the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.

NO EXCLUSIVITY

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

All notices, requests, demands or other communications required or permitted by the terms of the Agreement will be given in writing and delivered to the Parties at the following addressed:

- Vauxmont Metropolitan District
Board of Directors
8390 E. Crescent Pkwy., Suite 300
Greenwood Village, Colorado 80111



C/O Timberline District Consulting, LLC
25633 Roxana Point Drive
Evergreen, CO 80439

- Level Engineering, LLC
Attn: Scott Zurn
320 Cleveland Avenue
Loveland, CO 80537

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

PROPOSAL ACCEPTANCE

Please sign the attached acceptance form and return a copy to us if the terms of this Agreement are acceptable. The attached Terms and Conditions contained herein are made part of this Agreement by reference as if fully restated herein. This contract expires twenty-one (21) days from document date if not signed by both Parties.

We are available to begin services immediately after receiving notice and deposit to commence work.

Please contact us if you have questions concerning this information or if we can be of further assistance. We look forward to working with you.

Level Engineering LLC,

A handwritten signature in black ink, appearing to read "Jay D. Blackburn".

Jay D. Blackburn, P.E. (#55114)
Senior Project Engineer

Exhibit A to Agreement
Level Engineering
2023-2024 Professional Services Rates Sheet

The below list summarizes our 2023-2024 hourly billing rates for our Professional Services. These billing rates are subject to annual updates, and we encourage you to contact our office for our current rates.

<u>Description</u>	<u>Hourly Rate</u>
Design Engineer	\$125
Field Engineer	\$135
GIS Engineer	\$145
Project Engineer	\$150
Project Manager	\$155
Staff Engineer	\$160
Senior Engineer	\$175
Senior Project Engineer	\$185
Senior Project Manager	\$185
Principle Engineer	\$205
Design Technician / Drafter	\$125
Accounting	\$85
Administrative Assistant	\$45
Expert Testimony	\$285-\$350

OTHER REIMBURSABLE SERVICES

The rates above do not include reimbursable expenses or additional charges which may be incurred for sub-consultation services. Mileage will be billed at \$0.625/mile. Reimbursables services, including subcontractors, and non-labor expenses (food, lodging, etc.) will be billed at a cost-plus twenty percent (20%) basis.



ACCEPTANCE SIGNATURES

Authorized Representative, Level Engineering, LLC

_____	_____	_____
Signature	Title	Date

Name (please print)

ACCEPTANCE:

The undersigned is an authorized agent of Vauxmont Metropolitan District with authority to bind the District to the terms of this Agreement.

_____	_____	_____
Signature	Title	Date

Name (please print)

GENERAL TERMS AND CONDITIONS

ARTICLE 1 CONSULTANT SERVICES

- 1.1. Professionalism:** Consultant shall act for Client in a professional manner, using that degree of care and skill ordinarily exercised by, and consistent with, the standards of competent consultants providing the same or similar professional services in the same or similar circumstances.
- 1.2. Technical Expertise:** The services listed in the Scope of Services are those services that, in the opinion of the Consultant, lie within the technical or professional area of expertise of Consultant. All other services necessary to complete the Project will be contracted for directly by Client unless otherwise agreed to by the parties in writing.
- 1.3. Construction Means and Methods:** Construction contractor(s) will be required to assume sole and complete responsibility for the means, methods, sequences, and techniques of construction and for job-site conditions during the course of construction of the Project. Unless otherwise expressly agreed to in writing between the parties, Consultant is not responsible for construction contractor activities.
- 1.4. No Construction Supervision from Consultant:** It is prudent to implement supervision and contractor oversight procedures during the construction phase of the Project, to include, without limitation, verifying that Consultant's design recommendations are followed and that Consultant's work product is utilized properly and reflects the then-existing site conditions. Unless such services are expressly included in the Scope of Services section, *supra*, construction oversight and supervision are the responsibility of others. Client may contract with Consultant to provide such services for Client at an additional cost.

ARTICLE 2 CLIENT RESPONSIBILITIES

- 2.1. Client Review:** Client shall review and respond in a timely manner to all sketch plans, preliminary plans, final plans or other documents. Client understands that the process is iterative, and an expeditious review and response by Client is required for the best outcome. Consultant is not responsible for delays or other consequences due to lack of timely review, scope changes or incomplete or substandard work by others.
- 2.2. Effective and Timely Communication:** Effective and timely communication is essential to a good result. Client agrees to stay diligently engaged in the process and promptly identify for Consultant questions, open issues, changed Project or other conditions, and concerns that may arise as Consultant works to provide the identified scope of services and deliverables under this Agreement. Client shall communicate on all issues of potential importance in writing so as to avoid miscommunication or misunderstandings between the parties.

ARTICLE 3 OWNERSHIP OF WORK PRODUCT

- 3.1. Original Documents:** Consultant and Consultant's subconsultants shall be deemed the authors and owners of their respective instruments of service, which shall include, without limitation, all sketches, tracings, drawings, computations, details, reports and other original documents and plans. These instruments of services are and shall remain the property of the Consultant and Consultant's subconsultants, respectively, and they shall retain all common law, statutory, and other reserved rights, including copyrights.
- 3.2. Limited License to Client:** Consultant hereby grants to Client a nonexclusive license to use Consultant's completed instruments of services solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that Client substantially performs his/her/its obligations under this Agreement, including, without limitation, timely payment of all sums due to Consultant. If Consultant terminates this Agreement for cause, the license granted in this section to Client shall immediately terminate.
- 3.3. All Other Rights Reserved:** Except for the license granted in this article, no other license or right shall be deemed granted or implied under this Agreement. Client shall not assign, delegate, sublicense, pledge, or otherwise transfer any license granted herein to another party without the prior written agreement of Consultant. Any purported assignment or transfer in violation of this Article shall be null and void.
- 3.4. Authorized Use Only:** Consultant's work product may be used only as is expressly permitted under the terms of this Agreement. Unauthorized use of or modifications to Consultant's work product may result in substantial and irreparable risk to property and person. If Client engages in, agrees to, or allows, either directly or indirectly, the unauthorized use of or modifications to Consultant's plans, specifications, reports, documents, or

other work product, Client accepts all liability and, to the fullest extent permitted by law, shall indemnify, defend, and hold harmless Consultant from any and resulting damage, loss, and expense.

3.5. The terms of this Article 3 shall survive the expiration or termination of this Agreement for any reason.

ARTICLE 4 CONSULTANT'S FEES AND EXPENSES

4.1. Basis of Fee Proposal: This Agreement is based on requirements of the governing agencies having jurisdiction over the Project (JHAs) and Consultant's current understanding of the Project. If Project requirements change following the mutual execution of this Agreement, the Consultant may be entitled to additional compensation as Extra Work, as provided for in this Agreement.

4.2. Extra Work: It is understood and agreed between the parties that the fees represent the services set forth in the Scope of Services. Work that falls outside the Scope of Services shall be deemed Extra Work and require a verbal or written change request. Consultant, upon accepting a change request, will charge time and materials for the Extra Work unless otherwise agreed by the parties.

4.3. Changed Conditions: Client acknowledges that the work performed pursuant to this Agreement is based upon field and other conditions existing at the time of Consultant's work. Field and other conditions frequently change and may be different than those observed and accounted for by the time project construction.

4.3.1. Clarification, adjustments, or other changes may be necessary to reflect changed field or other conditions. Work to assess and respond to changed conditions will be deemed Extra Work.

4.3.2. In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, or other changes during a subsequent phase of the Project, Client shall promptly notify Consultant in writing. It is imperative that Consultant prepare the necessary clarifications, adjustments, modifications, or other changes to work before construction activities commence or further activity proceeds.

4.3.3. Client agrees to have a provision in all construction contract(s) for the Project that requires contractors to notify Client of any changed field conditions, need for clarification, or other changed conditions so that Client may in turn notify Consultant pursuant to the provisions of this section.

4.4. Travel, Copying Costs, Permit Fees, and Other Incidentals: All fees, permits, bond premiums and title company charges as these are not covered by the terms of this agreement; if these charges are incurred by Consultant, they will be invoiced to Client on a cost plus 20% basis. Similarly, all project-related photocopying, blueprints, velum drawings, long distance phone calls and other reproduction items, plus travel and computer charges, will be invoiced to the Client on a cost plus 20% basis unless otherwise specified elsewhere in this Agreement.

ARTICLE 5 PAYMENT

5.1. Invoices: Consultant will issue invoices for all amounts owed under this Agreement. Client agrees to pay the Consultant's fees as set forth in the Payment Terms section of the proposal, *supra*. Invoices for Extra Work will be sent on a periodic (biweekly or monthly) basis and are due thirty (30) days after receipt.

5.2. Billing Discrepancies: Client agrees to promptly and thoroughly review all billing statements issued under this Agreement. Client agrees that the periodic and other billings are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of the alleged inaccuracies, discrepancies, or errors in the billing. The terms of this section shall survive the expiration or termination of this Agreement for any reason.

ARTICLE 6 INSURANCE

6.1. Consultant maintains insurance policies, including coverage for bodily injury and property damage, in the amounts Consultant deems commercially reasonable for the nature of services being rendered. Client may request and review certificates of insurance from Consultant prior to the parties' mutual execution of the Agreement. Consultant's insurance policies will remain materially unchanged for the duration of this Agreement.

6.2. Client shall purchase and maintain, during the course of construction, builder's "all risk" insurance with coverages and liability limits that are objectively reasonable given the nature of the Project and the associated risks to person and property.

ARTICLE 7 TERMINATION

- 7.1. Either party may terminate this Agreement for convenience upon twenty (20) days written notice to the other party. Consultant shall receive full payment for all items of service rendered to Client and costs incurred under this Agreement prior to termination. In the case of partially completed stages of work, Consultant shall receive an appropriately prorated percentage of the fee or compensation for the time and materials expended. Any unearned portion of the deposit or other payment shall be returned to Client.
- 7.2. **Termination for Cause:** Either party may termination this Agreement for cause upon written notice if there is a material breach by the other party and this breach is not cured within twenty (20) days of that party's receipt of the notice to terminate for cause. Unless such breach is first remedied, termination shall be effective upon expiration of the twenty-day notice period. Consultant shall be entitled to payment for all items of service completed and costs incurred by Consultant under this Agreement prior to termination.
- 7.3. **Final Accounting:** In the event the Agreement is terminated under this Article, Consultant shall promptly prepare and issue a final invoice with the final amount (if any) owed by Client. Payment is due within ten (10) days of receipt of the final invoice.
- 7.4. If Client terminates this Agreement for convenience prior to completion of the Project or the Agreement is terminated for cause by Consultant, Client releases Consultant from all liability and responsibilities with respect to Consultant's work product and shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Consultant for any all liability and expenses related to the use of Consultant's work product under this Agreement.
- 7.5. The terms of this Article 7 shall survive the expiration or termination of this Agreement for any reason.

ARTICLE 8 DISPUTE RESOLUTION

- 8.1. **Mediation:** In the event a dispute arises out of or in connection with this Agreement, the parties will attempt to resolve the dispute first through friendly consultation. If the dispute is not resolved within a reasonable period, any and all outstanding issues shall be submitted to at least four hours of in-person mediation. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by the offices of JAMS Denver, 410 17th Street, Suite 2440, Denver, CO, 80202.
- 8.2. **Governing Law:** This Agreement is governed by the laws of the state in which Consultant's services are rendered to Client. Services are presumed to be rendered in the state in which the Project is physically located.
- 8.3. **Costs of Collection:** To the fullest extent permitted by law, in any dispute involving monies owed to Consultant under this Agreement, Consultant shall be entitled to recover from Client all costs of collection, including, without limitation, reasonable attorney's fees, expert witness costs, and interest at 18 percent per annum, compounded annually, or the highest rate allowed by law, whether such costs are incurred by or through third party or informal collection efforts, nonbinding dispute resolution, binding arbitration, or litigation. In the event of a dispute involving monies owed to Consultant, this section shall govern and supersede the cost-sharing terms in the mediation section.
- 8.4. The terms of this Article 8 shall survive the expiration or termination of this Agreement for any reason.

ARTICLE 9 LIMITATION OF LIABILITY

- 9.1. **No Warranties:** No warranty, expressed or implied, is made or intended by rendition of consulting services or by furnishing oral or written reports of the findings made, or the conclusions offered, in conjunction with the services rendered under this Agreement.

9.2. **Limitation of Consultant's Liabilities:**

IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE CONSULTANT, AND THE DISPARITY BETWEEN CONSULTANT'S FEES AND THE EXPOSURE TO POTENTIAL LIABILITY ARISING FROM CONSULTANT'S WORK ON THE PROJECT, CLIENT HEREBY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF CONSULTANT AND CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, AGENTS, OWNERS, AND SUBCONSULTANTS (COLLECTIVELY, THE "CONSULTANT PARTIES") FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPERT-WITNESS COSTS, SUCH THAT THE AGGREGATE LIABILITY OF THE CONSULTANT PARTIES SHALL IN NO EVENT EXCEED THREE (3) TIMES THE TOTAL MONETARY COMPENSATION RECEIVED BY CONSULTANT UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

- 9.3. **Mutual Waiver of Punitive Damages:** To the fullest extent permitted by law, the parties hereby waive the right to seek or recover punitive damages for claims arising under or in any way related to this Agreement.

9.4. Mutual Waiver of Consequential Damages: To the fullest extent permitted by law, neither party, their respective officers, directors, partners, employees, contractors or subconsultants, shall be liable to the other for incidental, special, indirect, or consequential damages resulting from, or arising out of, this Agreement, including, without limitation, loss of use, loss of profit, loss of business, loss of income, and loss of reputation.

9.5. No Individual Liability:

BY OPERATION OF LAW AND/OR PURSUANT TO THE TERMS OF THIS AGREEMENT, THE PARTIES AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, AN INDIVIDUAL EMPLOYEE, OFFICER, DIRECTOR, BOARD MEMBER, SUBCONSULTANT, OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED.

9.6. The terms of this Article 9 shall survive the expiration or termination of this Agreement for any reason.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1. Complete Agreement: This Agreement, including these terms and conditions, represents the entire agreement between Client and Consultant and supersedes all prior negotiations, representations, or agreements, written or oral.

10.2. Authority to Bind Consultant: The following individuals have exclusive authority to contract on behalf of Consultant: Scott Zurn, CEO, and Anya Zurn, President.

10.3. No Third-Party Beneficiaries: This Agreement is made solely and specifically among and for the benefit of the parties named herein, and their respective successors and assigns, and no other person or entity shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of this Agreement as a third-party beneficiary or otherwise. The Client agrees to require a similar provision in all contracts with contractors, subcontractors, vendors, and other entities involved in the Project to carry out the intent of this provision.

10.4. No Implied Waiver: The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in this Agreement shall not be construed as a waiver or a relinquishment thereof for the future.

10.5. Legal Construction and Severability: In the event any one or more of the provisions, or portion thereof, contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision there shall be substituted a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. This Agreement shall not be construed against either party on the basis of authorship, each party having had a full and fair opportunity to review and negotiation the terms prior to executing the Agreement.

10.6. Multiple Counterparts: This Agreement may be executed in any number of counterparts, either digitally or by hard copy, each of which shall be an original, and each such counterpart shall together constitute but one and the same Agreement.

10.7. Cumulative Remedies: Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies.

10.8. No Assignment: This Agreement may not be assigned, transferred, or assumed without the prior written consent of the other party, and any attempt to do so shall be null and void.

Task Order A

Related to:

2023-2024 GENERAL SERVICES AGREEMENT

RE: Candelas Community-Wide Engineering Assessment

This Task Order is dated this 1st day of December, 2023.

BACKGROUND:

- A. As discussed in the related Agreement to this Task Order, Authorization to proceed with site specific work and priority action items will be acquired from the Board on an individual task-order basis.
- B. The TownView Pool property was identified as a priority by the District due to the severe deficiencies observed. Based on the information provided to date, we understand the existing pool has performed poorly since its construction. The pool reportedly has a significant leaking issue and drains fail quickly. Several of the associated drains and waterlines are reported to be broken or not working due to assumed movement of the pool structure and subgrade. The pool has been previously evaluated by pool contractors with the reported recommendation of removal and replacement.
- C. The District wishes to further understand the design, condition, and performance of the TownView Pool. The District also wished to understand the related options to either repair or replace the pool so that they can make timely decisions regarding next steps.
- D. This Task Order is to provide an estimated fee to complete the scope of work necessary to assess the TownView Pool property and provide a written Phase II report which summarizes our findings and provides recommendations for potential actions for the Board to consider.

PROPOSED PHASE I AND PHASE II SCOPE OF WORK – TOWNVIEW POOL SITE

- Geotechnical Engineering Study
 - Necessary to evaluate the potential causes of the reported pool movement, provide recommendations to mitigate future movement of the pool, if feasible, and to provide recommendations for construction of a new pool.
 - Drill 6 exploratory borings approximately 20 to 25 feet deep.
 - 4 borings will be drilled around the pool perimeter and 2 additional borings will be drilled in the park to west of the pool to evaluate if groundwater is flowing from the park to the pool area.
 - Holes may be left open for several weeks to monitor groundwater levels in the borings. In the event bore holes are left open they will be securely covered with metal lids to prevent any safety hazards.
 - Due to site access concerns, a specialty mini-rig will be used for this project.
 - Includes utility locates, private locates as necessary to ensure no conflict with proposed boreholes and existing utilities.
 - Analyze data obtained from field and laboratory portions of the study and provide engineering recommendations regarding:
 - Potential causes of the reported pool structure movement
 - Other design criteria necessary for pool design, drainage evaluation, structural design, etc.
- Review documentation by others related to original Town View site development.
 - Pool Designs
 - Previous Geotechnical Reports

- Building Designs
- Structural assessment of existing pool house building and related accessory structures.
- Site Drainage Review
 - Drainage deficiencies throughout the entire site (pool, building, and parking lot) will be identified and documented.
- Where possible, recommendations for consideration regarding all noted deficiencies will be provided.
- Provide executive summary regarding findings of pool structure, estimate of costs for alternatives, and other recommendations for Board consideration.
- All related General Consultation Services, Meetings, Phone Calls, etc.

Fee Estimate

The cost to complete the scope of work above is estimated at \$25,000-30,000.

Final invoiced amounts for this task order will not exceed \$30,000 without the explicit approval of the District.

Invoicing shall be completed per the Payment Terms from the Agreement.

Schedule

We propose to initiate the work immediately upon notice to proceed.

We anticipate the geotechnical field exploration will be performed as soon as utility location is completed, and site access is available. We anticipate the field exploration program will be completed within about 2 weeks from notice to proceed. The geotechnical engineering report should be available within approximately 3 weeks of completion of the field exploration program.

In all, we anticipate the final Phase II report for the TownView Pool will be completed within approximately 8-10 week from the notice to proceed.



ACCEPTANCE SIGNATURES

Authorized Representative, Level Engineering, LLC

_____	_____	_____
Signature	Title	Date

Name (please print)

ACCEPTANCE:

The undersigned is an authorized agent of Vauxmont Metropolitan District with authority to bind the District to the terms of this Task Order.

_____	_____	_____
Signature	Title	Date

Name (please print)



LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Matthew Ward
Project Name: Candelas - Filings 1-4
Project Description: 2023 Arbor
Project Address: 9371 McIntyre St.
Arvada, CO 80007

Agreement #: 110302
Date of Agreement: 6/22/2023
Client Phone Number: 702-248-2262
Client Email: barnett@timberlinedc.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 6/22/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Filings 1-4 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, 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, tools, and taxes 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.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking or breaking of any concrete or paved surfaces or existing plant material on the Property during the Work. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. 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. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

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

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$11,443.04** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")

B. This price is valid for ten (10) days from the date of this Agreement.

C. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

F. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

G. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

H. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

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

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

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Arbor

Price to cut down about 310 dead or dying trees of the following list of trees by species throughout the property. Trees will be cut withing 2 inches of the ground whenever possible so that the stumps can remain without creating a tripping hazard.

87	Locust
60	Catalpa
48	Hackberry
26	Linden
27	Crab Apple
16	Pine
7	Honey Locust
6	Plum
5	Maple
6	Oak
6	Hawthorn
2	Lilac Tree
2	Redbud
1	Pear

Description	Quantity	Unit
Arbor Care - General Labor by hour	88.00	HR
Arbor Care - Mobilization 3 Man	3.00	EA
Arbor Care - Truck, Chipper, Chain Saw, & Crew Lead by Hour	10.00	HR
Dump - Waste by Yard	10.00	YD
Winter Work Discount	-1,270.00	EA
Group Total		\$11,443.04

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.

By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: _____ Date: _____

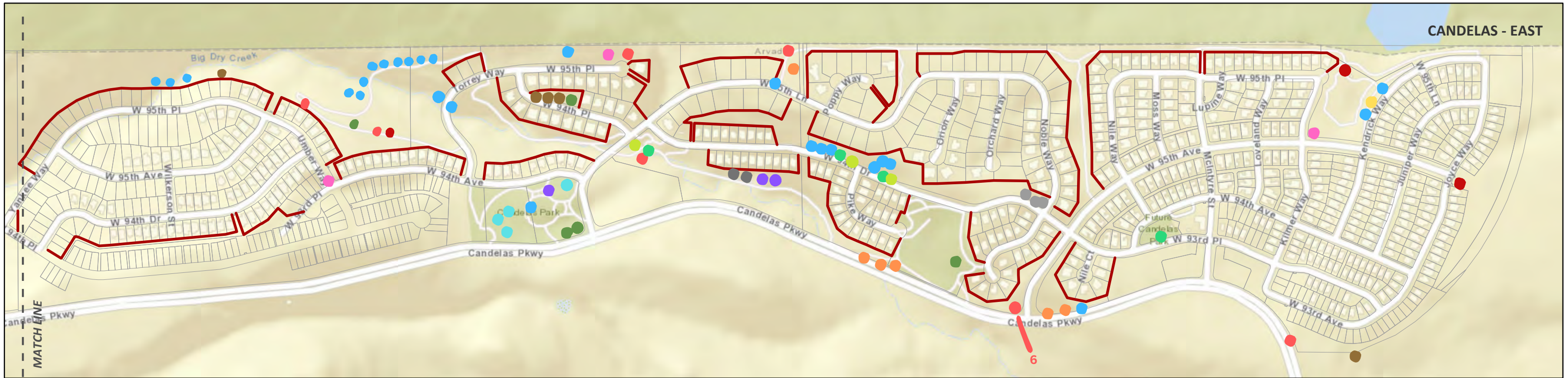
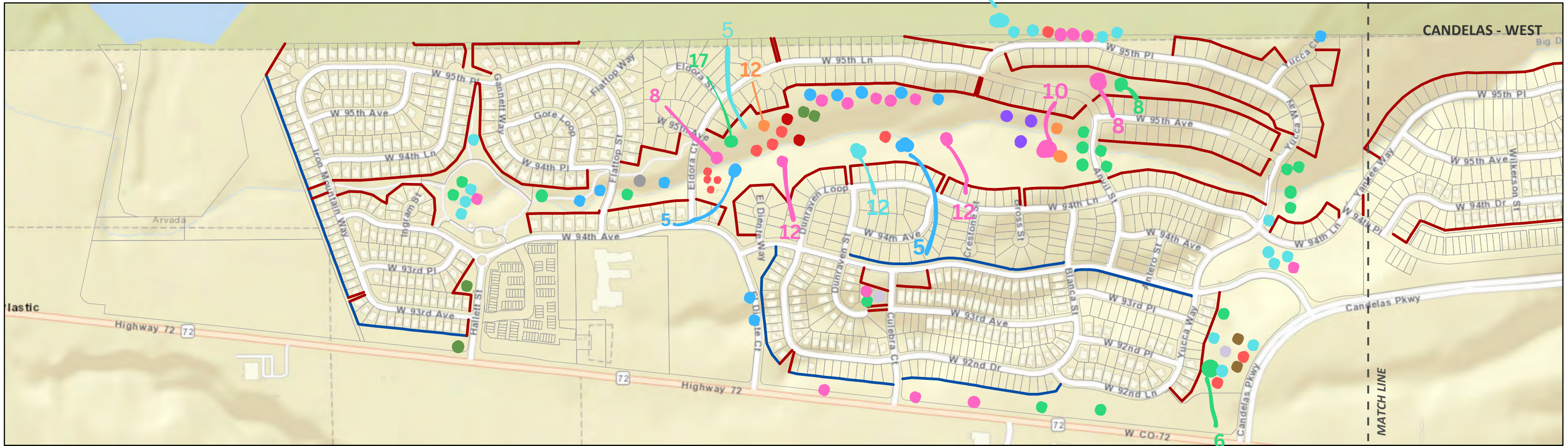
TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.

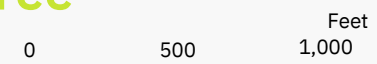
By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____



Candelas - Arvada
Fencing Type Map

- | | | | |
|-----------|--------------|----------|------------|
| Locust | Crab | Plum | Redbud |
| Catalpa | Pine | Maple | Lilac Tree |
| Hackberry | Honey Locust | oak | |
| Linden | Pear | Hawthorn | |



Date: August 24, 2021
Sources: JeffCo Parcel Dataset (downloaded August, 2021); ESRI World Topo Map; ESRI World Street Map
Prepared by:





ENVIRONMENTAL DESIGNS, LLC

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

NORTHERN COLORADO
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3950 PATTON AVE.
LOVELAND, CO 80538

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

WWW.ENVIRONMENTALDESIGNS.COM

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Matthew Ward
Project Name: Candelas - Filings 1-4
Project Description: 2024 Enhancement
Project Address: 9371 McIntyre St.
Eden Prairie, MN 55344-3858

Agreement #: 113779
Date of Agreement: 10/18/2023
Client Phone Number: 702-248-2262
Client Email: barnett@timberlinedc.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 10/18/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Filings 1-4 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, 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, tools, and taxes 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.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking or breaking of any concrete or paved surfaces or existing plant material on the Property during the Work. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

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D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. 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. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

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

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$2,106.21** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")

B. This price is valid for ten (10) days from the date of this Agreement.

C. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

F. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

G. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

H. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

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

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

EXHIBIT A

Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Dog Station Repair

Purchase and install 4 dog station trash receptacles from <https://dogwastedepot.com/cans-can-liners/> to replace broken or damaged dog stations in community.

Description	Quantity	Unit	
Labor By Hour	6.00	HR	
Mis. Parts - Dog Station Trash Receptacles	1.00	EA	
Group Total			\$2,106.21

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

- By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: _____ Date: _____

TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

- By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____



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3128 INDUSTRIAL WAY
CASTLE ROCK, CO 80109

WWW.ENVIRONMENTALDESIGNS.COM

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Matthew Ward
Project Name: Candelas - Filings 1-4
Project Description: 2024 Enhancement
Project Address: 9371 McIntyre St.
Arvada, CO 80007

Agreement #: 113780
Date of Agreement: 10/18/2023
Client Phone Number: 702-248-2262
Client Email: barnett@timberlinedc.com

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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, tools, and taxes 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.

2. SCHEDULE

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B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

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F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. 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. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

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

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$6,897.54** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")

B. This price is valid for ten (10) days from the date of this Agreement.

C. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

F. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

G. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

H. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

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

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

9. ACCEPTANCE

By evidence of signatures below all Parties agree to all the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property. Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

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

Candelas - Filings 1-4
9371 McIntyre St.
Arvada, CO 80007
702-248-2262

Contractor Signature Date

Client Signature Date

Printed Name

[This section intentionally left blank.]

Printed Name

***** PLEASE DO NOT SIGN THIS SECTION UNLESS YOU INTEND ON CANCELLING THIS AGREEMENT *****

RIGHT TO CANCEL

Client may CANCEL this Agreement IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Date of this Agreement. Any items given to the Client by the Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies or property received to the Client.

To cancel this Agreement, the Client must deliver a signed and dated copy of this Cancellation Notice to:

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640

The Client may cancel this agreement on or before 5:00 PM 3 days from the date of signature.

Client: _____

Date/Time: _____

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Install 5 new dog stations in community

Price to purchase, assemble, and install in concrete 5 dog stations throughout the community. Board or community representative to approve locations prior to installation.

Description	Quantity	Unit	
Delivery / Disposal / Mobilization	0.50	EA	
Pet Station - Dog Waste Depot 006-B	5.00	EA	
Winter Work Discount	-400.00	EA	
Group Total			\$3,684.57

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Annual Maintenance for 5 new dog station

Dog Station Maintenance is included under this agreement for a 12 month period after install and shall consist of a periodic check for Dog Waste Bags and empty the attached Trash Receptacle.

Description	Quantity	Unit	
Dog Stations	5.00	EA	
Dog Stations - Additional Labor	0.00	HR	
Dog Stations - Mobilization per Day	0.00	HR	
Group Total			\$3,212.97

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

- By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: _____ Date: _____

TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

- By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____



ENVIRONMENTAL DESIGNS, INC.

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

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

WWW.ENVIRONMENTALDESIGNS.COM

LANDSCAPE ENHANCEMENT AGREEMENT

EDI Contact: Matthew Ward
Project Name: Candelas - Filings 1-4
Project Description: 2023 Enhancement
Project Address: 9371 McIntyre St.
Eden Prairie, MN 55344-3858

Agreement #: 107985
Date of Agreement: 3/14/2023
Client Phone Number: 702-248-2262
Client Email: barnett@timberlinedc.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 3/14/2023 (the "Effective Date") by and between Environmental Designs, Inc. (the "Contractor") and Candelas - Filings 1-4 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, 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, tools, and taxes 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.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking or breaking of any concrete or paved surfaces or existing plant material on the Property during the Work. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

Award-Winning Landscape Architecture, Construction, & Maintenance since 1989

☎ 303.287.9113 Main ☎ 970.237.6225 Northern Colorado 📍 12511 East 112th Avenue, Brighton, CO 80640 🌐 environmentaldesigns.com

4. 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. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

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

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$7,833.58** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")

B. This price is valid for ten (10) days from the date of this Agreement.

C. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

F. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

G. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

H. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

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

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

EXHIBIT A

Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Townview Clubhouse Trees

Price to excavate by hand all clay from the tree wells and to prepare a thick pea gravel drainage bed under the new trees as well as backfill the new trees with 100% planters mix soil (no native soil going back in the planters.)

Tree Stakes not included (it is anticipated that they will not be needed.)

1 year warranty included, so long as a winter watering program is included during the first off season after planting.

Description	Quantity	Unit
Delivery / Disposal / Mobilization	1.50	EA
Excavation By Hand (YD)	3.00	YD
Locust- Skyline 2.00" B&B	4.00	EA
Soil - Planters Mix	2.00	YD
Stone- Pea Gravel 3/8" By the Ton (NO FABRIC)	2.00	TON
Tractor by Hour	4.00	HR
Group Total		\$7,833.58

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

- By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: _____ Date: _____

TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

- By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____



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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 ENHANCEMENT AGREEMENT

EDLLC Contact: Matthew Ward
Project Name: New project
Project Description: 2023 Enhancement
Project Address: 9371 McIntyre St.
Eden Prairie, MN 55344-3858

Agreement #: 114310
Date of Agreement: 11/16/2023
Client Phone Number: 702-248-2262
Client Email: sandoval@timberlinedc.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 11/16/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Filings 1-4 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, 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, tools, and taxes 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.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking or breaking of any concrete or paved surfaces or existing plant material on the Property during the Work. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. 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. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

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

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$7,927.92** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")

B. This price is valid for ten (10) days from the date of this Agreement.

C. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

F. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

G. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

H. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

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

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

9. ACCEPTANCE

By evidence of signatures below all Parties agree to all the terms and conditions as outlined herein. By signing this Agreement, Client represents and warrants that Client holds title to the Property and/or is duly and properly authorized by all title holders to have Work performed on the Property. Additionally, Client acknowledges that declining Winter Watering through the Contractor during the warranty period, all plant material and sod warranties will be considered waived, voided, and null.

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

Candelas - Filings 1-4
9371 McIntyre St.
Arvada, CO 80007
702-248-2262

Contractor Signature Date

Client Signature Date

Printed Name

[This section intentionally left blank.]

Printed Name

***** PLEASE DO NOT SIGN THIS SECTION UNLESS YOU INTEND ON CANCELLING THIS AGREEMENT *****

RIGHT TO CANCEL

Client may CANCEL this Agreement IN WRITING, without any penalty or obligation, within THREE BUSINESS DAYS from the Date of this Agreement. Any items given to the Client by the Contractor must be returned to the Contractor, and except for the Deposit which in all events shall be non-refundable, the Contractor agrees to return any monies or property received to the Client.

To cancel this Agreement, the Client must deliver a signed and dated copy of this Cancellation Notice to:

ENVIRONMENTAL DESIGNS, LLC
12511 E. 112th. Avenue
Henderson, CO 80640

The Client may cancel this agreement on or before 5:00 PM 3 days from the date of signature.

Client: _____

Date/Time: _____

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Drainage north 17589 W 95th PI

Install a fannel drain in 2 places behind 17589 W 95th PI, Arvada, CO 80007. The goal of this project is to capture water and carry it under the sidewalk to prevent slick algae growth and unsafe wet conditions on the sidewalk. The water will be discharged with a rip rap rock spillway to help slow the velocity and prevent further erosion at the discharge pipe.

Assumes the sidewalks are the property of the HOA and does not include any permitting.

Project includes new concrete poured over the drain pipe. The new concrete will not be able to be made to match the color of the existing concrete

Environmental Designs can not guarantee what the water will do or where it will go after the discharge pipe. We will make every effort to direct the water to a safe area but it may still run into the existing retaining wall. A property walk with Candelas committee or board member is recommended before commencing work.

Description	Quantity	Unit
Access- Limited Access Soft Materials Per Ton WB (200-300')	2.00	TON
Concrete- by the YD (EDI Mix)	0.30	YD
Delivery / Disposal / Mobilization	2.00	EA
Drain - 4" PVC Drain Pipe	40.00	LF
Drain - Catch Basin 12"	2.00	EA
Drain - French 4" Perf. w/sock	100.00	LF
Drain- Channel Drain (4") End Cap & Adaptor (1st FT)	2.00	EA
Excavation By Hand (YD)	1.00	YD
Final Job Cleanup (DAY)	1.00	EA
Landscape Restoration	5.00	HR
Prep - Concrete Demo (4" Thick)	20.00	SF
Prep - Concrete Saw Cut	40.00	LF
Riprap- Granite (3"-15") by the ton	0.50	TON
Winter Work Discount	-850.00	EA
Group Total		\$7,927.92

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.

By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: _____ Date: _____

TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.

By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____

Brittany,

These are our main bids that came out of the Hunter Irrigation meeting with Jeb, Dale Meier, Brian Levins, Anna, and the Hunter Irrigation reps. Let me break it down:

- First a phase 1 upgrade heads to MP Rotator project for **\$41,582.14**. This will be along Candelas Blvd north side tree lawn. The water meter tap address is 15991 Candelas Parkway. This meter also runs some of the center islands on Candelas Parkway.
 - This is a first phase of the larger project that we estimate may be a \$180k investment to upgrade all remaining regular spray heads to MP Rotators. The MP Rotator heads was the #1 voted project for best potential water savings.
 - We don't have the information we need to write the whole \$180k bid and we thought this \$41k would be a great test area. We should be able to change these heads out and compare water usage to previous years for that meter and by this time next year we would be able to estimate water savings.
 - Includes 15% winter work discount, please approve before February 1 to get this discount.
- Second, **\$44,734.27** convert all sprays in rock bed medians along Candelas Parkway to drip.
 - This was the #2 voted project for best water savings potential. Right now we are spraying rocks with shrubs spaced every few feet. This would get rid of all of these sprinklers and install drip irrigation to trees and shrubs instead. This project would save a lot of water and should be trackable by analyzing these water taps over the next year and comparing them to previous years.
 - There was some confusion about who should pay for this work if Jefferson Center Metro District and other nearby properties benefit from it. But it seems to me to still be a very real water savings potential and a worthwhile investment for Candelas.
 - Includes 15% winter work discount, please approve before February 1 to get this discount.
- Third Controller Upgrades – **\$191,025.47** to make the controllers fully online capable. This is the best price by tens of thousands of dollars that we are likely to get. We pushed the Hunter irrigation reps for the best deal they could give us and passed those savings on.
 - We ruled out the SolarSync for now which was an additional \$15k. Instead these controllers will each have the Cell Kits and their own individual rain sensors. This will give us online access to manage the water use and programming which will save water by helping to reduce stuck zone service calls, allow us to shut off remotely with the click of a button, and a rain sensor as a fallback to stop watering after precipitation.
 - And eventually it should cut down on actual irrigation maintenance costs (though I recommend we don't cut the techs hrs until 2025, we will benefit by using 2024 to fine tune all programming for the new online clocks.

Can we get all these on the board agenda? How else can I help?

MATTHEW WARD, ISA Certified Arborist



IRRIGATION ENHANCEMENT AND/OR REPAIR AGREEMENT

EDLLC Contact: Dale Coffman
 Project Name: Candelas - Filings 1-4
 Project Address 9371 McIntyre St., Arvada, CO 80007

Agreement #: 114663
 Date of Agreement: December 22, 2023
 2024 Irrigation

THIS IRRIGATION ENHANCEMENT AND/OR REPAIR AGREEMENT (the "Agreement") is made and entered into as of 12/22/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Filings 1-4 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, 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, tools, and taxes 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.

2. TIME OF COMPLETION

A. The Client acknowledges that The Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date. Among other things, the Commencement Date is subject to and conditioned upon performance by the Client, including, but not limited to timely payment of the Deposit and/or the Commencement Payment.

B. The Work shall be substantially completed within approximately 12 business days of the Commencement Date, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

3. GENERAL PROVISIONS

A. The Client shall be solely responsible to establish and provide property line locations at the Property. Rough Grade establishment is the responsibility of The Client. Rough Grade shall be defined as the establishment of the initial grade, slope, soil composition and drainage of the Property. The Client understands that the Contractor needs access to perform the work as outlined within this Agreement, and that the Contractor will use its best efforts to avoid damage to any ingress and egress access points, but in some cases damage may occur to Concrete, Asphalt, or other surfaces including, but not limited to, Driveways, Sidewalks, Streets, Turf, Lawn, Beds, Loading Docs, Elevators, and Lobbies, whether public, private, or shared and the Client will hold Environmental Designs, Inc. Harmless for any damage as a result of ingress and egress to the project. The Contractor shall not be responsible for any damage to, or moving of, materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a change order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders. Additional time necessary to complete the project will be outlined with each Change Order.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed, as necessary, with the generation of a

D. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of this Agreement. If accepted, this document shall become a binding Agreement between the Client and the 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 Agreement between the Client and the Contractor.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs. Any additional work necessary will be billed on a Time and Material Basis billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then time will be billed at \$90.00 per hour.

Irrigation Head Upgrade

In order to greatly improve the efficiency of your existing irrigation system and lower your community's water use while maintaining a fully functioning system, EDI will change out your existing pop-up sprinkler heads to 4" pressure regulating pop-ups with check valves equipped with MP Rotator high efficiency rotary nozzles. These sprinklers are specifically designed to save water and to effectively irrigate in low pressure. They are the highest efficiency sprinkler heads on the market and, with proper irrigation management, have shown to reduce a landscape's dependency on water by 25-30%.

- This includes raising and straightening all heads to current grade, and moving heads out from under shrubs in a few areas.
- This is for Controller 39 that runs tree-lawn areas along Candelas Blvd

Description	Quantity	Unit	Unit Price	Price
MP Rotator w/Hunter 4"-40 PSI/CV Body	740.00	EA	66.11	48,920.14
Off Season Discount	-7,338.00	EA	1.00	-7,338.00
Group Total				\$41,582.14

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Agreement Total	\$41,582.14
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IRRIGATION ENHANCEMENT AND/OR REPAIR AGREEMENT

EDLLC Contact: Dale Coffman
 Project Name: Candelas - Fillings 1-4
 Project Address 9371 McIntyre St., Arvada, CO 80007

Agreement #: 114664
 Date of Agreement: December 22, 2023
 2024 Irrigation

THIS IRRIGATION ENHANCEMENT AND/OR REPAIR AGREEMENT (the "Agreement") is made and entered into as of 12/22/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Fillings 1-4 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, 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, tools, and taxes 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.

2. TIME OF COMPLETION

A. The Client acknowledges that The Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date. Among other things, the Commencement Date is subject to and conditioned upon performance by the Client, including, but not limited to timely payment of the Deposit and/or the Commencement Payment.

B. The Work shall be substantially completed within approximately 23 business days of the Commencement Date, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

3. GENERAL PROVISIONS

A. The Client shall be solely responsible to establish and provide property line locations at the Property. Rough Grade establishment is the responsibility of The Client. Rough Grade shall be defined as the establishment of the initial grade, slope, soil composition and drainage of the Property. The Client understands that the Contractor needs access to perform the work as outlined within this Agreement, and that the Contractor will use its best efforts to avoid damage to any ingress and egress access points, but in some cases damage may occur to Concrete, Asphalt, or other surfaces including, but not limited to, Driveways, Sidewalks, Streets, Turf, Lawn, Beds, Loading Docs, Elevators, and Lobbies, whether public, private, or shared and the Client will hold Environmental Designs, Inc. Harmless for any damage as a result of ingress and egress to the project. The Contractor shall not be responsible for any damage to, or moving of, materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a change order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders. Additional time necessary to complete the project will be outlined with each Change Order.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed, as necessary, with the generation of a

D. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of this Agreement. If accepted, this document shall become a binding Agreement between the Client and the 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 Agreement between the Client and the Contractor.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs. Any additional work necessary will be billed on a Time and Material Basis billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then time will be billed at \$90.00 per hour.

Drip Conversion

Convert all center islands on Candelas Pkwy watered by the district from spray heads to drip.

- Existing valves will be used with added PRV and Y strainers.
- New drip pipe will be installed directly after valve
- Existing heads and lateral lines will remain in place but not used.

Description	Quantity	Unit	Unit Price	Price
Convert Valves	38.00	EA	1,384.95	52,628.27
Off Season Discount	-7,894.00	EA	1.00	-7,894.00
Group Total				\$44,734.27

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Agreement Total	\$44,734.27
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IRRIGATION ENHANCEMENT AND/OR REPAIR AGREEMENT

EDLLC Contact: Dale Coffman
 Project Name: Candelas - Filings 1-4
 Project Address 9371 McIntyre St., Arvada, CO 80007

Agreement #: 111353
 Date of Agreement July 28, 2023
 2023 Irrigation

THIS IRRIGATION ENHANCEMENT AND/OR REPAIR AGREEMENT (the "Agreement") is made and entered into as of 7/28/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Filings 1-4 (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, 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, tools, and taxes 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.

2. TIME OF COMPLETION

A. The Client acknowledges that The Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date. Among other things, the Commencement Date is subject to and conditioned upon performance by the Client, including, but not limited to timely payment of the Deposit and/or the Commencement Payment.

B. The Work shall be substantially completed within approximately 44 business days of the Commencement Date, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

3. GENERAL PROVISIONS

A. The Client shall be solely responsible to establish and provide property line locations at the Property. Rough Grade establishment is the responsibility of The Client. Rough Grade shall be defined as the establishment of the initial grade, slope, soil composition and drainage of the Property. The Client understands that the Contractor needs access to perform the work as outlined within this Agreement, and that the Contractor will use its best efforts to avoid damage to any ingress and egress access points, but in some cases damage may occur to Concrete, Asphalt, or other surfaces including, but not limited to, Driveways, Sidewalks, Streets, Turf, Lawn, Beds, Loading Docs, Elevators, and Lobbies, whether public, private, or shared and the Client will hold Environmental Designs, Inc. Harmless for any damage as a result of ingress and egress to the project. The Contractor shall not be responsible for any damage to, or moving of, materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a change order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders. Additional time necessary to complete the project will be outlined with each Change Order.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed, as necessary, with the generation of a

D. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of this Agreement. If accepted, this document shall become a binding Agreement between the Client and the 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 Agreement between the Client and the Contractor.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs. Any additional work necessary will be billed on a Time and Material Basis billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then time will be billed at \$90.00 per hour.

Controller 1

Replace all remaining Signature Irrigation clocks and decoders with Hunter 12C with EZ DM model, rain sensors installed where we do not already have them and cell kit installed on all irrigation zones and new pedestals and decoders.

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	15.00	EA	177.47	2,662.11
I2C Controller W EZ-DM	1.00	EA	1,615.13	1,615.13
Off season Discount	-644.66	EA	1.00	-644.66
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$5,801.98

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 2

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	19.00	EA	177.47	3,372.01
I2C Controller W EZ-DM	1.00	EA	1,615.13	1,615.13
Off season Discount	-715.65	EA	1.00	-715.65
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$6,440.89

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 3

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$1,066.59

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 4

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	0.00	EA	0.00	0.00
Group Total				\$677.57

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs. Any additional work necessary will be billed on a Time and Material Basis billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then time will be billed at \$90.00 per hour.

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 5

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$1,066.59

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 7

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	8.00	EA	177.47	1,419.79
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-511.43	EA	1.00	-511.43
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$4,602.89

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 8

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$1,066.59

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 10

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$1,066.59

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 11

IRRIGATION ENHANCEMENT AND/OR REPAIR AGREEMENT

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs. Any additional work necessary will be billed on a Time and Material Basis billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then time will be billed at \$90.00 per hour.

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	0.00	EA	0.00	0.00
Group Total				\$677.57

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 12

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$1,066.59

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 13

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	9.00	EA	177.47	1,597.27
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-529.18	EA	1.00	-529.18
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$4,762.62

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 14

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	16.00	EA	177.47	2,839.58
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-614.51	EA	1.00	-614.51
Wireless Hunter Rain Sensor	0.00	EA	0.00	0.00
Group Total				\$5,530.58

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 16

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs. Any additional work necessary will be billed on a Time and Material Basis billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then time will be billed at \$90.00 per hour.

Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	16.00	EA	177.47	2,839.58
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-653.41	EA	1.00	-653.41
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$5,880.70

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 17

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$1,066.59

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 18

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	12.00	EA	177.47	2,129.69
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-582.42	EA	1.00	-582.42
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$5,241.80

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 19

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$1,066.59

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 20

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	13.00	EA	177.47	2,307.16
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13

IRRIGATION ENHANCEMENT AND/OR REPAIR AGREEMENT

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs. Any additional work necessary will be billed on a Time and Material Basis billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then time will be billed at \$90.00 per hour.

Off season Discount	-600.17	EA	1,525.13	
			1.00	-600.17
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$5,401.52

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 21

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	17.00	EA	177.47	3,017.06
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-671.16	EA	1.00	-671.16
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$6,040.43

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 22

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	0.00	EA	0.00	0.00
Group Total				\$677.57

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 23

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	15.00	EA	177.47	2,662.11
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$6,356.64

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 25

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	48.00	EA	177.47	8,518.75
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-1,182.43	EA	1.00	-1,182.43
Wireless Hunter Rain Sensor	0.00	EA		0.00

IRRIGATION ENHANCEMENT AND/OR REPAIR AGREEMENT

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs. Any additional work necessary will be billed on a Time and Material Basis billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then time will be billed at \$90.00 per hour.

	0.00
Group Total	\$10,641.83

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 26

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	28.00	EA	177.47	4,969.27
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-827.48	EA	1.00	-827.48
Wireless Hunter Rain Sensor	0.00	EA	0.00	0.00
Group Total				\$7,447.30

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 27

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	23.00	EA	177.47	4,081.90
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-777.64	EA	1.00	-777.64
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$6,998.79

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 28

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	21.00	EA	177.47	3,726.95
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-742.15	EA	1.00	-742.15
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$6,679.33

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 29

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	33.00	EA	177.47	5,856.64
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-916.21	EA	1.00	-916.21
Wireless Hunter Rain Sensor	0.00	EA	0.00	0.00
Group Total				\$8,245.94

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs. Any additional work necessary will be billed on a Time and Material Basis billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then time will be billed at \$90.00 per hour.

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 30

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	0.00	EA	0.00	0.00
Group Total				\$677.57

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 31

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	28.00	EA	177.47	4,969.27
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-866.38	EA	1.00	-866.38
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$7,797.42

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 32

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	36.00	EA	177.47	6,389.06
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-969.46	EA	1.00	-969.46
Wireless Hunter Rain Sensor	0.00	EA	0.00	0.00
Group Total				\$8,725.11

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 33

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	22.00	EA	177.47	3,904.43
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-759.90	EA	1.00	-759.90
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$6,839.06

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 34

IRRIGATION ENHANCEMENT AND/OR REPAIR AGREEMENT

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs. Any additional work necessary will be billed on a Time and Material Basis billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then time will be billed at \$90.00 per hour.

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	16.00	EA	177.47	2,839.58
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-653.41	EA	1.00	-653.41
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$5,880.70

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 35

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	25.00	EA	177.47	4,436.85
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-774.23	EA	1.00	-774.23
Wireless Hunter Rain Sensor	0.00	EA	0.00	0.00
Group Total				\$6,968.13

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 36

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	0.00	EA	0.00	0.00
Group Total				\$677.57

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 37

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$1,066.59

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 38

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs. Any additional work necessary will be billed on a Time and Material Basis billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then time will be billed at \$90.00 per hour.

Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	12.00	EA	177.47	2,129.69
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-582.42	EA	1.00	-582.42
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$5,241.80

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 39

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	35.00	EA	177.47	6,211.59
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-990.61	EA	1.00	-990.61
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$8,915.51

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 40

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	35.00	EA	177.47	6,211.59
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-990.61	EA	1.00	-990.61
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$8,915.51

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 41

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	35.00	EA	177.47	6,211.59
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13
Off season Discount	-990.61	EA	1.00	-990.61
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$8,915.51

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 42

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	1.00	EA	1,102.81	1,102.81
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	1.00	EA	1,525.13	1,525.13

IRRIGATION ENHANCEMENT AND/OR REPAIR AGREEMENT

EXHIBIT A Scope of Services (the "Work")

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Off season Discount	-330.55	EA	1,525.13	
Wireless Hunter Rain Sensor	0.00	EA	1.00	-330.55
			0.00	0.00
Group Total				\$2,974.96

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 44

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$1,066.59

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 45

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$1,066.59

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 46

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$1,066.59

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 47

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02

IRRIGATION ENHANCEMENT AND/OR REPAIR AGREEMENT

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs. Any additional work necessary will be billed on a Time and Material Basis billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then time will be billed at \$90.00 per hour.

	389.02
Group Total	\$1,066.59

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 48

Description	Quantity	Unit	Unit Price	Price
Cell Kit	1.00	EA	677.57	677.57
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Off season Discount	43.00	EA	75.00	3,225.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Group Total				\$4,291.59

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

First season Subscription

Includes 7 month subscription for the first season

Description	Quantity	Unit	Unit Price	Price
7 Month Subscription	44.00	EA	75.00	3,300.00
Group Total				\$3,300.00

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Agreement Total	\$191,025.47
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Alles, Rachel

From: Brittany Barnett <barnett@timberlinedc.com>
Sent: Friday, December 29, 2023 1:10 PM
To: Alles, Rachel
Subject: [External] Fwd: FW: Soil vs solar/rain sensor
Attachments: image003.wmz; image008.wmz

Categories: To-Do

Think Security – This email originated from an external source. Be cautious with any links or attachments.

Hi, Me again!

Can you add this email to the packet along with all the Irrigation bids please?
Thanks!

From: Ryan Bushman <Ryan.Bushman@hunterindustries.com>
Sent: Thursday, November 16, 2023 10:15 AM
To: Matt Stratton <Matt.Stratton@hunterindustries.com>; Matthew Ward <Matthew.Ward@environmentaldesigns.com>
Cc: metz@timberlinedc.com; jeb.benson@gmail.com; rjbolin3@gmail.com
Subject: RE: Soil vs solar/rain sensor

Jeb,

First off it was great meeting you and the rest of the group on Tuesday afternoon. I know that both Matt and I were very grateful for the opportunity to get together and discuss our ICC2 controllers, Centralus Central Control and other water conserving devices Hunter offers that could help you and the development reach your water saving goals.

Matt did a good job of defining the differences and similarities between Solar-Sync and moisture sensors, but I thought I would just piggyback on that with a few other key factors that I think are relevant to the conversation.

First off soil moisture sensors are very effective and provide a true view of the overall moisture content in the ground on a site, but their inclusion can also be much more costly and labor intense. In our conversation we discussed the need to have a Solar-Sync connected to each irrigation controller for a total of 50 overall sensors. Now we can share a sensor among more than one controller if the controllers are near each other to reduce overall costs. On the other hand, in-grade moisture sensors while very accurate can only produce information for a relatively small radius due to varying site conditions such as soil composition, slope, direct sun vs. shade, wind, and other factors. Because of these

widely varying hydro zones within project sites the volume of soil moisture sensors gets greatly multiplied over the site. Essentially to ensure the soil moisture is monitored accurately it would require hundreds to thousands of sensors on your site.

Another consideration when using soil moisture sensors is the overall up front installation expense and a more extensive maintenance requirement due to corrosion and potential disturbances through site digging or aeration potentially hitting sensors or wires. Installing soil moisture sensors is typically much more labor intensive than above ground sensors.

As Matt stated previously the use of on-site above ground weather sensors such as our Solar-Sync or Rain/Freeze sensor would be much more cost effective and efficient for your system.

I hope that helps provide more clarity to your question and please feel free to reach back out with any additional questions that we may have missed or come up.

Thank you again we certainly appreciate the opportunity to partner with you and your HOA association.

Ryan Bushman, CLIA

Specification Sales Manger

1-760-744-5240 **Main**

1-801-736-8229 **Direct**

1-385-232-5730 **Mobile**

1-800-733-2823 **Technical Services** 

Ryan.Bushman@hunterindustries.com

Hunter[®]

FXLuminaire[®]



1940 Diamond Street

San Marcos, CA 92078 USA

From: Matt Stratton
Sent: Wednesday, November 15, 2023 11:08 AM
To: Jeb Benson <jeb.benson@gmail.com>
Subject: Re: Soil vs solar/rain sensor

Jeb,

Good morning. Our moisture sensor is similar to the rain sensor in terms of how it operates. Meaning it's a common interrupt. You set a threshold for the soil type and once it reaches the pre set threshold it will not allow the controller to water. It is technically a rain sensor in the ground. I am not certain of where the controllers are placed and it may be a little difficult to install the moisture sensor based on the controller location. The solar sync is the best choice because it is making daily run time adjustments and includes the rain sensor. Hope that answers your question? If not feel free to call or email me.

Thank you,

Matt Stratton

Sales Manager

303.775.6836

On Nov 15, 2023, at 10:35 AM, Jeb Benson <jeb.benson@gmail.com> wrote:

Matt -

One thing I forgot to ask about yesterday during our meeting is the relative comparison between soil sensors vs the solar/rain sensor in terms of cost, potential water savings, effectiveness, etc. Do you have any information/data on this?

Tks - Jeb (the guy who asked a lot of questions)



ENVIRONMENTAL DESIGNS, LLC

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3950 PATTON AVE.
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CASTLE ROCK
(303) 814-6070
3128 INDUSTRIAL WAY
CASTLE ROCK, CO 80109

WWW.ENVIRONMENTALDESIGNS.COM

IRRIGATION ENHANCEMENT AND/OR REPAIR AGREEMENT

EDLLC Contact: Dale Coffman

Project Name: Candelas - Alley Homes

Project Address 9371 McIntyre St., Arvada, CO 80007

Agreement #: 111355

Date of Agreement July 28, 2023

2023 Irrigation

THIS IRRIGATION ENHANCEMENT AND/OR REPAIR AGREEMENT (the "Agreement") is made and entered into as of 7/28/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Alley Homes (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, 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, tools, and taxes 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.

2. TIME OF COMPLETION

A. The Client acknowledges that The Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date. Among other things, the Commencement Date is subject to and conditioned upon performance by the Client, including, but not limited to timely payment of the Deposit and/or the Commencement Payment.

B. The Work shall be substantially completed within approximately 5 business days of the Commencement Date, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

3. GENERAL PROVISIONS

A. The Client shall be solely responsible to establish and provide property line locations at the Property. Rough Grade establishment is the responsibility of The Client. Rough Grade shall be defined as the establishment of the initial grade, slope, soil composition and drainage of the Property. The Client understands that the Contractor needs access to perform the work as outlined within this Agreement, and that the Contractor will use its best efforts to avoid damage to any ingress and egress access points, but in some cases damage may occur to Concrete, Asphalt, or other surfaces including, but not limited to, Driveways, Sidewalks, Streets, Turf, Lawn, Beds, Loading Docs, Elevators, and Lobbies, whether public, private, or shared and the Client will hold Environmental Designs, Inc. Harmless for any damage as a result of ingress and egress to the project. The Contractor shall not be responsible for any damage to, or moving of, materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a change order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders. Additional time necessary to complete the project will be outlined with each Change Order.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed, as necessary, with the generation of a

D. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of this Agreement. If accepted, this document shall become a binding Agreement between the Client and the 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 Agreement between the Client and the Contractor.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

The Client and the Contractor agree that the price for the "Work" included in this Agreement is an APPROXIMATE PRICE ONLY. Many times, there are unforeseen issues that may require more time and/or material to make the necessary repairs. Any additional work necessary will be billed on a Time and Material Basis billed at the Client's current Maintenance Agreement Irrigation Repair rate. If there is no current Maintenance Agreement, then time will be billed at \$90.00 per hour.

Controller 6

Description	Quantity	Unit	Unit Price	Price
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	0.00	EA	0.00	0.00
Cell Kit	1.00	EA	677.57	677.57
Off season Discount	0.00	EA	0.00	0.00
Group Total				\$677.57

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Controller 9

Description	Quantity	Unit	Unit Price	Price
I2C Controller W EZ-DM	0.00	EA	0.00	0.00
Controller Pedestal	0.00	EA	0.00	0.00
EZ-1 Decoder	0.00	EA	0.00	0.00
Wireless Hunter Rain Sensor	1.00	EA	389.02	389.02
Cell Kit	1.00	EA	677.57	677.57
Off season Discount	0.00	EA	0.00	0.00
Group Total				\$1,066.59

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

7 Month Subscription

Description	Quantity	Unit	Unit Price	Price
7 Month Subscription	2.00	EA	75.00	150.00
Group Total				\$150.00

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client then the final price of this Agreement shall be adjusted accordingly.

Agreement Total	\$1,894.16
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ENVIRONMENTAL DESIGNS, LLC

DENVER METRO
(303) 287-9113
12511 E. 112TH AVE.
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(970) 237-6225
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CASTLE ROCK
(303) 814-6070
3128 INDUSTRIAL WAY
CASTLE ROCK, CO 80109

WWW.ENVIRONMENTALDESIGNS.COM

LANDSCAPE ENHANCEMENT AGREEMENT

EDLLC Contact: Matthew Ward
Project Name: Candelas - Alley Homes
Project Description: 2023 Enhancement
Project Address: 9371 McIntyre St.
Eden Prairie, MN 55344-3858

Agreement #: 113201
Date of Agreement: 9/21/2023
Client Phone Number: 702-248-2262
Client Email: barnett@timberlinedc.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 9/21/2023 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Candelas - Alley Homes (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, 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, tools, and taxes 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.

2. SCHEDULE

A. The Client acknowledges that the Contractor cannot guarantee the date upon which commencement of the Work shall begin (the "Commencement Date") and that any date that is given is approximate and only a target date.

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, marking or breaking of any concrete or paved surfaces or existing plant material on the Property during the Work. Contractor shall not be responsible for any damage to or moving of materials, equipment, or furniture that is not explicitly part of this Agreement, including but not limited to, BBQ appliances, patio furniture, statuary, garden art, play structures, etc.

B. This agreement shall supersede all prior agreements between the Parties, whether verbal or written. Any changes to this Agreement must be made in writing and evidenced by a Change Order (each a "Change Order" and collectively "Change Orders") executed by both the Client and the Contractor. All Change Orders shall be attached hereto and shall become part of this Agreement. Upon execution of each Change Order, Owner shall make payments as outlined within the Change Order. The charges for work covered by Change Orders shall be generated using then current pricing which may differ from the pricing of the original Work or other Change Orders.

C. Unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", any pricing and charges for permits, material changes to Work, underground obstructions, and erosion control are not included in the original pricing and must be addressed with the generation of a Change Order.

D. Consultation with Subcontractors or Other Contractors performing Work is not included in the pricing under this Agreement and shall be billed to the Client at \$150.00 per hour with a two-hour minimum: unless said Subcontractor or Other Contractor is hired directly by Contractor to perform the Work.

E. Unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of the Agreement, Contractor reserves the right to withdraw or modify the proposal. If accepted this document shall become a binding Agreement between the Client and the Contractor.

F. Client agrees that they will not directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors for a period of one year after the completion of the project as outlined within this agreement and any subsequent change orders. Client further agrees that if Client were to directly contract with, hire, or otherwise employ any employee or subcontractor of Contractor or Contractor's subcontractors that Contractor will suffer damages and Client shall be liable to Contractor for said damages.

4. 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. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.

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

5. INSURANCE

A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. Upon the Client's request, the Contractor shall provide proof of coverage.

6. WARRANTY

A. With the exception of the excluded plants listed below and unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")", plant material #5 and greater in size, sod, irrigation and hardscapes installed by Contractor (collectively "installations") will carry a one year, one time replacement, warranty, provided they are properly maintained. The warranty period shall begin upon substantial completion of the Work. All warranties on sod, which is planted between September and April, and all warranties on plant material will be considered waived, voided, and null unless the Client agrees to have the Contractor perform winter watering services as needed during the winter months while irrigation systems are winterized, as outlined in "EXHIBIT A – Scope of Services (the "Work")". Deciduous trees more than three inches (3") caliper and evergreen trees in excess of nine feet (9') in height shall not be warranted unless access by machine is available, which access shall be determined by Contractor, in its sole discretion. If no access is available trees of this size may be replaced with a smaller tree. Reprogramming of irrigation controllers, Seed installation, night lighting bulbs, finished concrete, weeds, truck-spaded trees and reapplication of groundcover mulches (including rock) are not warranted. Weeds in your landscape areas are a natural occurrence and are considered a maintenance issue and Contractor does not guarantee a weed free landscape. Warranties on work performed by Subcontractors shall be passed through directly from the Subcontractor and no additional warranty or guaranty shall be made by Contractor. Any parts of the work that are damaged or die because of acts of God, fire, hail, flood, abuse, neglect, animal damage, insect damage, disease or fungal damage and freezing are not warranted. Excluded plant varieties include Redbuds, Arborvitaes, Rhododendrons, Japanese Maples, Boxwoods, and Agave. All Warranties are non-transferable.

B. All warranties are void if all Payments are not made as outlined in this Agreement.

C. Client acknowledges that, if native seed is part of this agreement as outlined in EXHIBIT A, they have received and understand the information and limitations set forth in the Seed Installation Addendum.

7. PRICE AND TERMS

A. The Client shall pay the Contractor **\$108,109.94** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")

B. This price is valid for ten (10) days from the date of this Agreement.

C. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.

D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.

E. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.

F. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.

G. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.

H. Payments thirty (30) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

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

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

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Mobilization/Deliveries/Disposal

Description	Quantity	Unit	
Delivery- General	8.00	EA	
Mobilization	1.00	EA	
Prep - Construction Debris Disposal - Dump Trailer (NO WASTE)	3.00	EA	
Group Total			\$6,077.99

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Tree Replacement - Front Yards

Plant deciduous trees in front of 6 homes that do not have a single tree in the front yards.

Does not include irrigation work as it is expected that the trees will be planted in lawn areas and will have spray irrigation available to them.

Includes a 1 year warranty contingent on a winter watering program.

Description	Quantity	Unit	
Elm- Triumph Elm 2.00" B&B	6.00	EA	
Tree Ring - 18" Mulch (Gorilla Hair)	6.00	EA	
Group Total			\$6,414.35

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Shrub Replacement - Front Yards

In many cases these plants will be planted in bare areas but sometimes in order to preserve a design grouping some existing poorer individual plants will be removed to make way for the new pattern or for new clusters of shrubs/plants. This plan would on average provide an additional 6 plants per house. In reality the plants will be installed in larger groupings in bare areas and some houses will get many more and some a few less.

Does include irrigation drip assemblies and assumes the existing drip irrigation is nearby and in working condition. Does include an irrigation replacement budget but if budget is exceeded than a change order may be requested.

Includes a 1 year warranty on all plants larger than 1 gallon that is contingent on a winter watering program.

Description	Quantity	Unit	
Dogwood- Ivory Halo #5	36.00	EA	
Irrigation- Misc Fittings for Retrofit	1.00	EA	
Labor - Irrigation	3.00	HR	
Ninebark- Little Devil #5	36.00	EA	
Group Total			\$8,989.82

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Tree Replacement - Streetscape

Price to plant 19 size 2in trees. Includes a 1 year warranty that is contingent on a winter watering program.

Any trees that need warranty must be replanted during the winter months during the winter following planting.

Trees will be mounded or planted in a mound of soil probably 2 to 5 inches higher than the surrounding grade to allow for better drainage and root establishment. Each tree to receive between 1/3 and 1/2 a cubic yard of planters mix soil amendment and 2 fertilizers called Menefee Humate and Biosol Forte.

Description	Quantity	Unit	
Excavation By Hand (YD)	2.00	YD	
Pear- Chanticleer 2.00" B&B	19.00	EA	
Soil - Planters Mix	3.00	YD	
Group Total			\$21,702.72

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Shrub Replacement - Streetscape

In many cases these plants will be planted in bare areas but sometimes in order to preserve a design grouping some existing poorer individual plants will be removed to make way for the new pattern or for new clusters of shrubs/plants. This plan would on average provide an additional 6 plants per house. In reality the plants will be installed in larger groupings in bare areas and some houses will get many more and some a few less.

Does include irrigation drip assemblies and assumes the existing drip irrigation is nearby and in working condition. Does include an irrigation replacement budget but if budget is exceeded than a change order may be requested.

Includes a 1 year warranty on all plants larger than 1 gallon that is contingent on a winter watering program.

Description	Quantity	Unit
Access- Limited Access Soft Materials Per Ton WB (0-100')	5.00	TON
Cotoneaster- Peking #5	38.00	EA
Dogwood- Ivory Halo #5	38.00	EA
Irrigation- Misc Fittings for Retrofit	1.00	EA
Labor - Irrigation	9.00	HR
Ninebark- Little Devil #5	38.00	EA
River Rock - 0.75 inch by the Ton (NO FABRIC)	5.00	TON
Russian Sage #5	100.00	EA
Sumac- Gro-Low #5	38.00	EA
Willow- Dwarf Arctic Blue #5	38.00	EA
Group Total		\$33,435.62

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Tree Replacement - Side Yards

Price to plant 21 size 2in trees. Includes a 1 year warranty that is contingent on a winter watering program.

Any trees that need warranty must be replanted during the winter months during the winter following planting.

Trees will be mounded or planted in a mound of soil probably 2 to 5 inches higher than the surrounding grade to allow for better drainage and root establishment. Each tree to receive between 1/3 and 1/2 a cubic yard of planters mix soil amendment and 2 fertilizers called Menefee Humate and Biosol Forte.

Description	Quantity	Unit	
Excavation By Hand (YD)	2.00	YD	
Locust- Skyline 2.00" B&B	21.00	EA	
Soil - Planters Mix	4.00	YD	
Group Total			\$24,017.72

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Shrub Replacement - Side Yards

In many cases these plants will be planted in bare areas but sometimes in order to preserve a design grouping some existing poorer individual plants will be removed to make way for the new pattern or for new clusters of shrubs/plants. This plan would on average provide an additional 6 plants per house. In reality the plants will be installed in larger groupings in bare areas and some houses will get many more and some a few less.

Does include irrigation drip assemblies and assumes the existing drip irrigation is nearby and in working condition. Does include an irrigation replacement budget but if budget is exceeded than a change order may be requested.

Includes a 1 year warranty on all plants larger than 1 gallon that is contingent on a winter watering program.

Description	Quantity	Unit
Access- Limited Access Soft Materials Per Ton WB (0-100')	5.00	TON
Cotoneaster- Peking #5	29.00	EA
Dogwood- Ivory Halo #5	29.00	EA
Irrigation- Misc Fittings for Retrofit	1.00	EA
Labor - Irrigation	8.00	HR
Ninebark- Little Devil #5	29.00	EA
River Rock - 0.75 inch by the Ton (NO FABRIC)	5.00	TON
Russian Sage #5	48.00	EA
Sumac- Gro-Low #5	29.00	EA
Willow- Dwarf Arctic Blue #5	29.00	EA
Group Total		\$23,415.17

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Winter Work Discount

The 15% winter work discount that is shown is dependent on the work being scheduled after September 1st and before April 1st.

Description	Quantity	Unit
Discount	-18,608.00	EA
Group Total		-\$18,608.00

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Winter Watering

This proposal group includes the price for one round of winter watering to all trees and shrubs installed by Environmental Designs within the last calendar year. By signing this agreement you will protect your warranty on recently installed plant material.

If approved EDI is authorized to do up to 6 rounds of winter watering. The number of times the task will be scheduled is depended on how wet or dry the winter season is.

Description	Quantity	Unit
Winter Watering Additional Labor	4.00	HR
Winter Watering Mobilization	2.00	EA
Winter Watering-Shrubs	400.00	EA
Winter Watering-Trees	68.00	DBH
Group Total		\$1,704.13

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Tree Wrap

Description	Quantity	Unit
PHC-Winterize Upright Juniper Additional Labor	0.00	HR
PHC-Winterize Upright Juniper Application	0.00	EA
PHC-Winterize Upright Juniper Mobilization	0.00	EA
PHC-Winterize Upright Juniper Removal	0.00	EA
Tree Wrap - Application Additional Labor	0.00	HR
Tree Wrap - Application Mobilization	1.00	EA
Tree Wrap - Application and Removal	46.00	EA
Tree Wrap - Removal Additional Labor	2.00	HR
Tree Wrap - Removal Mobilization	1.00	EA
Group Total		\$960.42

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

EXHIBIT A Scope of Services (the "Work")

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided, and null.

By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.

By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

Client: _____ Date: _____

TREE WRAP

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor wrap all soft-bark trees included in this agreement. Tree wrapping services will include application of tree wrap in the fall and removal in the spring. The first tree is \$150, each additional tree is \$25.

By Checking this box, Client Declines having Tree Wrapping Services Performed by the Contractor.

By Checking this box and Signing Below, Client Agrees to have Tree Wrapping Services performed by the Contractor.

Client: _____ Date: _____

NAME	ADDRESS	TREES: Front Yard	SHRUBS: Front Yard	TREES: Streetscape	SHRUBS: Streetscape	Trees/Shrubs Sideyard	Utilities
	Yellow is corner lots (24 total)	1	75% Coverage in Landscape Beds	1 Tree Every 40 feet	75% Coverage in Landscape Beds	Trees are discouraged on side yards, 1 tree every 40 feet in streetscape, 75% shrub/grass coverage on streetscape	Must be screened from sight on three sides
Lorie Corrado	9405 Kilmer Way	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Every 40 feet Present	8 Shrubs Needed	2 Trees Needed	
Stephanie Sharpless	9425 Kilmer Way	1 Tree Needed	4 Shrubs Needed	1 Tree Every 40 feet Present	8 Shrubs Needed	N/A	
Lara Cervantes	9445 Kilmer Way	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Every 40 feet Present	5 Shrubs Needed	N/A	
James Hueber	9465 Kilmer Way	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Every 40 feet Present	3 Shrubs Needed	N/A	
Adrienne Zeiler	9485 Kilmer Way	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Needed	7 Shrubs Needed	N/A	
Janet Fell	9406 Loveland Way	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	6 Shrubs Needed	7 Shrubs Needed	
David Blake	9426 Loveland Way	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Every 40 feet Present	3 Shrubs Needed	N/A	
Logan Grizael	9446 Loveland Way	Tree Present in Front Yard	1 Shrubs Needed	1 Tree Every 40 feet Present	4 Shrubs Needed	N/A	
Sammuel Mittan	9466 Loveland way	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Needed	5 Shrubs Needed	N/A	
Angelina Duran	15378 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Needed	10 Shrubs Needed	2 Trees Needed 20 Shrubs Needed	
Kiko Jeantette	15398 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	4 Shrubs Needed	N/A	
Suzanne Doland	15418 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	3 Shrubs Needed	N/A	
Lauren Morris	15438 W. 95th Ave	Tree Present in Front Yard	3 Shrubs Needed	1 Tree Every 40 feet Present	2 Shrubs Needed	1 Tree Needed 7 Shrubs Needed	
Kimberly Meyers	15377 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Needed	4 Shrubs Needed	2 Trees Needed 8 Shrubs Needed	
Jamie Kubik	15397 W. 95th Ave	Tree Present in Front Yard	1 Shrubs Needed	1 Tree Every 40 feet Present	75% Steetscape Landscape Coverage Present	N/A	
Nate Tolle	15417 W. 94th Ave	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Needed	3 Shrubs Needed	N/A	
Michael Foon	15437 W. 95th Ave	Tree Present in Front Yard	1 Shrubs Needed	1 Tree Every 40 feet Present	3 Shrubs Needed	6 Shrubs Needed	
Heidi Boscola	15477 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Needed	2 Shrubs Needed	8 Shrubs Needed	
Jay Levine	15517 W. 95th Ave	Tree Present in Front Yard	4 Shrubs Needed	1 Tree Every 40 feet Present	75% Steetscape Landscape Coverage Present	N/A	
Jeremy Haster	15557 W. 95th Ave	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Needed	75% Steetscape Landscape Coverage Present	N/A	
Melissa Brady	15597 W. 95th Ave	Tree Present in Front Yard	1 Shrubs Needed	1 Tree Every 40 feet Present	75% Steetscape Landscape Coverage Present	6 Shrubs Needed	
Michael Bradley	15478 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	10 Shrubs Needed	12 Shrubs Needed	
Eric Marler	15518 W. 95th Ave	Tree Present in Front Yard	3 Shrubs Needed	1 Tree Every 40 feet Present	3 Shrubs Needed	N/A	
Karen Mock	15558 W. 95th Ave	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Every 40 feet Present	5 Shrubs Needed	N/A	
Beth McNalley	15598 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	4 Shrubs Needed	10 Shrubs Needed	
Ron Dominick	9467 Loveland Way	1 Tree Needed (dead present)	3 Shrubs Needed	1 Tree Every 40 feet Present	7 Shrubs Needed	N/A	
Ben Hanlon	9447 Loveland Way	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Needed (dead tree)	4 Shrubs Needed	N/A	
Jerry Villano	9407 Loveland Way	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	3 Shrubs Needed	N/A	
Phillip Diamond	9440 McIntyre St	Tree Present in Front Yard	1 Shrubs Needed	1 Tree Every 40 feet Present	4 Shrubs Needed	N/A	
Andrew Peterson	9400 McIntyre St	1 Needed (no sign of previous planting)	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	8 Shrubs Needed	N/A	
Sara Horan	15605 W. 94th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Needed	3 Shrubs Needed	1 Tree Needed 8 Shrubs Needed	
Shane Giskass	15655 W. 94th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Needed	2 Shrubs Needed	N/A	
Angel Fernandez	15705 W. 94th Ave	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Needed	5 Shrubs Needed	N/A	
Catherine Kleinman	15755 W. 94th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Needed	4 Shrubs Needed	N/A	
Hank English	15775 W. 94th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Needed	6 Shrubs Needed	N/A	
Matt Meibauer	15795 W. 94th Ave	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Needed	1 Shrubs Needed	N/A	
Todd Bolinger	15815 W. 94th Ave	1 Needed	75% Front Yard Coverage Present	1 Tree Needed	4 Shrubs Needed	N/A	
Tom Starman	15835 W. 94th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	4 Shrubs Needed	8 Shrubs Needed	
Greg Pressman	15608 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	3 Shrubs Needed	Missing 1 Tree Needed 12 Shrubs Needed	
Michael Sheppy	15658 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	3 Shrubs Needed	N/A	
Jeff Waller	15708 W. 95th Ave	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Every 40 feet Present	8 Shrubs Needed	N/A	
David Dugasch	15758 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	7 Shrubs Needed	N/A	
Joyce Jolin	15778 W. 95th Ave	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Every 40 feet Present	4 Shrubs Needed	N/A	
Wayne Soderfelt	15798 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	3 Shrubs Needed	N/A	
Rudy Resendez	15818 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	7 Shrubs Needed	N/A	
Zach Price	15838 W. 95th Ave	Tree Present in Front Yard	4 Shrubs Needed	1 Tree Every 40 feet Present	4 Shrubs Needed	12 Shrubs Needed	
Mary Vigil	15617 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	8 Shrubs Needed	2 Tree Needed 4 Shrubs Needed	
Michael Garcia	15667 W. 95th Ave	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Every 40 feet Present	75% Steetscape Landscape Coverage Present	N/A	
Matthew Nichols	15717 W. 95th Ave	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Every 40 feet Present	2 Shrubs Needed	6 Shrubs Needed	
Jack Dillman	15787 W. 95th Ave	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Every 40 feet Present	8 Shrubs Needed	1 Tree Needed 4 Shrubs Needed	
Robert Leung	15807 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	6 Shrubs Needed	N/A	
Gary Field	15827 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	6 Shrubs Needed	N/A	
Marty Rosenthal	15837 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	8 Shrubs Needed	1 Tree Needed 8 Shrubs Needed	
Allen Kennedy	15848 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	4 Shrubs Needed	2 Tree (1 dead leader) and 12 Shrubs Needed	
Robert Khan	15858 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	3 Shrubs Needed	N/A	
Josh Molinaro	15862 W. 95th Ave	Tree Present in Front Yard	3 Shrubs Needed	1 Tree Every 40 feet Present	10 Shrubs Needed	N/A	
Ashley Krier	15868 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	75% Steetscape Landscape Coverage Present	N/A	
Edward Losty	15878 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	75% Steetscape Landscape Coverage Present	N/A	
Michael Derrickson	15888 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	75% Steetscape Landscape Coverage Present	N/A	
Jud Nash	15898 W. 95th Ave	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	3 Shrubs Needed	1 Tree Needed 12 Shrubs Needed	
Mark Shawkey	15881 W. 93rd Pl	1 Tree Needed	4 Shrubs Needed	1 Tree Needed	3 Shrubs Needed	N/A	
Angel Kokoszka	15879 W. 93rd Pl	Tree Present in Front Yard	75% Front Yard Coverage Present	1 Tree Every 40 feet Present	4 Shrubs Needed	N/A	
Cody Freis	15871 W. 93rd Pl	1 Tree Needed	2 Shrubs Needed	1 Tree Every 40 feet Present	8 Shrubs Needed	1 Tree Needed 4 Shrubs Needed	
John Martinez	15855 W. 94th Ave	Tree Present in Front Yard	1 Shrubs Needed	1 Tree Needed	75% Steetscape Landscape Coverage Present	N/A	
Brian McCabe	15853 W. 94th Ave	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Needed	6 Shrubs Needed	N/A	
Brian Baldwin	15845 W. 94th Ave	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Needed	8 Shrubs Needed	2 Tree Needed 10 Shrubs Needed	
Keith Bushdiecker	15617 W 95th Ave	Tree Present in Front Yard	2 Shrubs Needed	1 Tree Every 40 feet Present	6 Shrubs Needed	2 Tree Needed 8 Shrubs Needed	
		TREES: Front Yard	SHRUBS: Front Yard	TREES: Streetscape	SHRUBS: Streetscape	Trees/Shrubs Sideyard	
Totals		6	72	19	289	21 Trees and 192 Shrub	

NAME	ADDRESS	TREES: Front Yard	SHRUBS: Front Yard	TREES: Streetscape	SHRUBS: Streetscape	Trees Sideyard	Shrubs Side Yard
	Yellow is corner lots (24 total)	1	75% Coverage in Landscape Beds	1 Tree Every 40 feet	75% Coverage in Landscape Beds	Trees are discouraged on side yards, 1 tree every 40 feet in streetscape, 75% shrub/grass coverage on streetscape	
Lorie Corrado	9405 Kilmer Way		2		8	2	
Stephanie Sharpless	9425 Kilmer Way	1	4		8		
Lara Cervantes	9445 Kilmer Way		2		5		
James Hueber	9465 Kilmer Way		2		3		
Adrienne Zeller	9485 Kilmer Way		2	1	7		
Janet Feil	9406 Loveland Way				6		7
David Blake	9426 Loveland Way		2		3		
Logan Grizel	9446 Loveland Way		1		4		
Sammuel Mittan	9466 Loveland way			1	5		
Angelina Duran	15378 W. 95th Ave		1		10	2	20
Kiko Jeantette	15398 W. 95th Ave				4		
Suzanne Doland	15418 W. 95th Ave				3		
Lauren Morris	15438 W. 95th Ave		3		2	1	7
Kimberly Meyers	15377 W. 95th Ave			1	4	2	8
Jamie Kubik	15397 W. 95th Ave		1				
Nate Tolle	15417 W. 94th Ave		2	1	3		
Michael Foos	15437 W. 95th Ave		1		3		6
Heidi Boscola	15477 W. 95th Ave			1	2		8
Jay Levine	15517 W. 95th Ave		4				
Jeremy Haster	15557 W. 95th Ave		2	1			
Melissa Brady	15597 W. 95th Ave		1				6
Michael Bradley	15478 W. 95th Ave				10		12
Eric Marler	15518 W. 95th Ave		3		3		
Karen Mock	15558 W. 95th Ave		2		5		
Beth McNalley	15598 W. 95th Ave				4		10
Ron Dominick	9467 Loveland Way	1	3		7		
Ben Hanlon	9447 Loveland Way			1	4		
Jerry Villano	9407 Loveland Way				3		
Philip Diamond	9440 McIntyre St		1		4		
Andrew Peterson	9400 McIntyre St	1			8		
Sara Horan	15605 W. 94th Ave			1	3	1	8
Shane Giskass	15655 W. 94th Ave			1	2		
Angel Fernandez	15705 W. 94th Ave		2	1	5		
Catherine Kleinman	15755 W. 94th Ave			1	4		
Hank English	15775 W. 94th Ave			1	6		
Matt Meibauer	15795 W. 94th Ave		2	1	1		
Todd Bolinger	15815 W. 94th Ave	1		1	4		
Tom Starman	15835 W. 94th Ave				4		8
Greg Pressman	15608 W. 95th Ave				3	1	12
Michael Sheppy	15658 W. 95th Ave				3		
Jeff Waller	15708 W. 95th Ave		2		8		
David Dlugasch	15758 W. 95th Ave				7		
Joyce Jolin	15778 W. 95th Ave		2		4		
Wayne Soderfelt	15798 W. 95th Ave				3		
Rudy Resendez	15818 W. 95th Ave				7		
Zach Price	15838 W. 95th Ave		4		4		12
Mary Vigil	15617 W. 95th Ave				8	2	4
Michael Garcia	15667 W. 95th Ave		2				
Matthew Nichols	15717 W. 95th Ave		2		2		6
Jack Dillman	15787 W. 95th Ave		2		8	1	4
Robert Leung	15807 W. 95th Ave				6		
Gary Fjeld	15827 W. 95th Ave				6		
Marty Rosenthal	15837 W. 95th Ave				8	1	8
Allen Kennedy	15848 W. 95th Ave				4	2	12
Robert Khan	15858 W. 95th Ave				3		
Josh Molinaro	15862 W. 95th Ave		3		10		
Ashley Krier	15868 W. 95th Ave						
Edward Losty	15878 W. 95th Ave						
Michael Derrickson	15888 W. 95th Ave						
Jud Nash	15898 W. 95th Ave				3	1	12
Mark Shawkey	15881 W. 93rd Pl	1	4	1	3		
Angel Kokoszka	15879 W. 93rd Pl				4		
Cody Freis	15871 W. 93rd Pl	1	2		8	1	4
John Martinez	15855 W. 94th Ave		1	1			
Brian McCabe	15853 W. 94th Ave		2	1	6		
Brian Baldwin	15845 W. 94th Ave		2	1	8	2	10
Keith Bushdiecker	15617 W 95th Ave		2		6	2	8
		6	72	19	289	21	192
Totals		6	72	19	289	21 Trees and 192 Shrub	