

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT (“DHP”)  
COLORADO INTERNATIONAL CENTER  
METROPOLITAN DISTRICT (“CIC”) NOS. 13 & 14**

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: (303) 987-0835  
Fax: (303) 987-2032

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Andrew Klein	President	2027/May 2027
Blake Amen	Treasurer	2027/May 2027
Theodore Laudick	Assistant Secretary	2025/May 2025
Megan Waldschmidt	Assistant Secretary	2025/May 2025
Paige Langley	Assistant Secretary	2025/May 2025
David Solin	Secretary	

DATE: Monday, August 26, 2024

TIME: 1:00 p.m.

PLACE: Via Zoom

Join Zoom Meeting:

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

**Meeting ID: 546 911 9353**

**Passcode: 912873**

**Dial In: 1-719-359-4580**

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

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B. Confirm quorums, location of meetings and posting of meeting notices. Approve Agendas.

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C. Review and approve Minutes of the June 24, 2024 Regular Meeting (enclosures).

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II. PUBLIC COMMENTS

A. Members of the public may express their views to the Boards on matters that affect the Districts. Comments will be limited to three (3) minutes.

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III. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims (**DHP**) (to be distributed).
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- B. Review and accept the unaudited financial statements and schedules of cash position (**DHP, CIC No. 13, CIC No. 14**) (to be distributed).
- 
- C. Discuss status of 2023 Audits (**DHP, CIC No. 14**).
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IV. CAPITAL MATTERS

- A. Review and consider approval of Engineer's Report and Verification of Costs Associated with Public Improvements Report No. 20, prepared by Schedio Group LLC (to be distributed) (**DHP, CIC No. 13, CIC No. 14**).
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- B. Consider acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14, pursuant to Report No. 20 (**DHP, CIC No. 13, CIC No. 14**).
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- C. Consider approval, ratification or acknowledgment (as appropriate) of reimbursement to ACM High Point VI LLC ("ACM") under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 20 (**DHP, CIC No. 13, CIC No. 14**).
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- D. Consider adoption, approval, ratification or acknowledgment (as appropriate) of requisition(s) for reimbursement of verified public improvement costs, and any and all resolution(s) relating to such requisition(s), pursuant to Report No. 20 (**DHP, CIC No. 13, CIC No. 14**).
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E. Discuss the High Point Denver Park and West Fork Regional Trail Project:

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1. Discuss and consider approval of issuance of Notice of Award of the Construction Contract for the High Point Denver Park and West Fork Regional Trail Project to Duran Excavating, Inc. for an amount not to exceed \$3,931,595.75 (the “Denver Park/West Fork Regional Project) (enclosure).
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V. OPERATIONS AND MAINTENANCE

- A. Review and approve Proposal from All Phase Landscape for 2024/2025 Landscape Maintenance for the High Point Neighborhood Park West and authorize preparation of Service Agreement (enclosure).
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- B. Review and approve Proposal from All Phase Landscape for 2024/2025 Landscape Maintenance and authorize preparation of Service Agreement (enclosure).
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- C. Review and approve Proposal from All Phase Landscape for 2024/2025 Snow Removal Services and authorize preparation of Service Agreement (enclosure).
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VI. LEGAL MATTERS

- A. Discuss 2024 Short Report regarding Regional Public Improvements:

1. Acknowledge reimbursement for and reconciliation of Regional Public Improvements costs with Gateway Regional Metropolitan District.
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2. Authorize payment to City and County of Denver for Regional Public Improvement costs.
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VII. OTHER BUSINESS

- A. \_\_\_\_\_
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VIII. ADJOURNMENT **THE NEXT REGULAR MEETINGS ARE SCHEDULED FOR SEPTEMBER 23, 2024.**

**MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT  
HELD  
JUNE 24, 2024**

A Regular Meeting of the Board of Directors (the “Board”) of the Denver High Point at DIA Metropolitan District (the “District”) was convened on Monday, June 24, 2024, at 1:00 p.m., via Zoom. The meeting was open to the public.

**ATTENDANCE**

**Directors in Attendance:**

Blake Amen, Treasurer  
Theodore Laudick, Assistant Secretary  
Megan Waldschmidt, Assistant Secretary  
Paige Langley, Assistant Secretary

**Also in Attendance:**

David Solin; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Jason Carroll; CliftonLarsonAllen LLP

**ADMINISTRATIVE  
MATTERS**

**Confirm Quorum and Disclosure of Potential Conflicts of Interest:** The Board called the meeting to order, noted a quorum was present and discussed the requirements of Colorado law to disclose any potential conflict of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

**Agenda / Director Absence:** Mr. Solin distributed for the Board's review and approval, a proposed agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Amen, seconded by Director Waldschmidt and, upon vote, unanimously carried, the agenda was approved, the absence of Director Andrew Klein was excused, and Director Waldschmidt was appointed as Acting President for this meeting.

**Meeting Location / Posting of Meeting Notices:** 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 the meeting would be held by video/telephonic means. The Board further noted that notice of

## RECORD OF PROCEEDINGS

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the time, date and location was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

**Minutes:** The Board reviewed the Minutes of the April 22, 2024 Regular Meeting.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Langley and, upon vote, unanimously carried, the Board approved the Minutes of the April 22, 2024 Regular Meeting.

### **PUBLIC COMMENTS**

There were no public comments.

### **FINANCIAL MATTERS**

**Claims:** There were no claims presented.

**Schedule of Cash Position:** Mr. Carroll reviewed with the Board the schedule of cash position through the period ending December 31, 2023, updated as of May 31, 2024.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Langley and, upon vote, unanimously carried, the Board accepted the schedule of cash position through the period ending December 31, 2023, updated as of May 31, 2024.

**2023 Audit:** Mr. Carroll discussed the status of the 2023 Audit.

Following review and discussion, upon motion duly made by Director Waldschmidt, seconded by Director Langley and, upon vote, unanimously carried, the Board authorized the request to the State Auditor for an extension of time to file the 2023 Audit.

### **CAPITAL MATTERS**

**Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC:** There was no report presented for review.

**Acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the "Districts"), pursuant to Report No. 20:** The Board deferred action.

## RECORD OF PROCEEDINGS

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**Reimbursement to ACM High Point VI LLC (“ACM”) under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 20:** The Board deferred action.

**Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such requisition(s), pursuant to Report No. 20:** The Board deferred action.

**High Point Denver Park and West Fork Regional Trail Project:** Mr. Laudick updated the Board on the High Point Denver Park and West Fork Regional Trail Project.

**Notice of Award of the Construction Contract for the High Point Denver Park and West Fork Regional Trail Project:** The Board deferred discussion.

**OPERATIONS  
AND  
MAINTENANCE  
LEGAL MATTERS**

There were no operations and maintenance matters.

**Settlement and Release Agreement:** The Board reviewed the Settlement and Release Agreement by and between Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 14, Bottling Group, LLC, and Gray Construction, Inc.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Langley and, upon vote, unanimously carried, the Board approved the Settlement and Release Agreement by and between Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 14, Bottling Group, LLC, and Gray Construction, Inc.

**OTHER BUSINESS** There was no other business.

**ADJOURNMENT** There being no further business to come before the Board at this time, upon motion duly made and seconded, and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13 HELD JUNE 24, 2024

A Regular Meeting of the Board of Directors (the “Board”) of the Colorado International Center Metropolitan District No. 13 (the “District”) was convened on Monday, June 24, 2024, at 1:00 p.m., via Zoom. The meeting was open to the public.

#### ATTENDANCE

##### Directors in Attendance:

Blake Amen, Treasurer  
Theodore Laudick, Assistant Secretary  
Megan Waldschmidt, Assistant Secretary  
Paige Langley, Assistant Secretary

##### Also in Attendance:

David Solin; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Jason Carroll; CliftonLarsonAllen LLP

#### ADMINISTRATIVE MATTERS

**Confirm Quorum and Disclosure of Potential Conflicts of Interest:** The Board called the meeting to order, noted a quorum was present and discussed the requirements of Colorado law to disclose any potential conflict of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

**Agenda / Director Absence:** Mr. Solin distributed for the Board's review and approval, a proposed agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Amen, seconded by Director Waldschmidt and, upon vote, unanimously carried, the agenda was

## RECORD OF PROCEEDINGS

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approved, the absence of Director Andrew Klein was excused, and Director Waldschmidt was appointed as Acting President for this meeting.

**Meeting Location / Posting of Meeting Notices:** 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 the meeting would be held by video/telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

**Minutes:** The Board reviewed the Minutes of the April 22, 2024 Regular Meeting.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Langley and, upon vote, unanimously carried, the Board approved the Minutes of the April 22, 2024 Regular Meeting.

### **PUBLIC COMMENTS**

There were no public comments.

### **FINANCIAL MATTERS**

**Schedule of Cash Position:** Mr. Carroll reviewed with the Board the schedule of cash position through the period ending December 31, 2023, updated as of May 31, 2024.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Langley and, upon vote, unanimously carried, the Board accepted the schedule of cash position through the period ending December 31, 2023, updated as of May 31, 2024.

**2023 Audit Exemption:** The Board reviewed the Application for Exemption from Audit for 2023.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Langley and, upon vote, unanimously carried, the Board ratified approval of the Application for Exemption from Audit for 2023.

### **CAPITAL MATTERS**

**Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC:** There was no report presented for review.



**RECORD OF PROCEEDINGS**

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**Acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the “Districts”), pursuant to Report No. 20:** The Board deferred discussion.

**Reimbursement to ACM High Point VI LLC (“ACM”) under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 20:** The Board deferred discussion.

**Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such requisition(s), pursuant to Report No. 20:** The Board deferred discussion.

**OPERATIONS AND MAINTENANCE**

There were no operations and maintenance matters.

**LEGAL MATTERS**

There were no legal matters.

**OTHER BUSINESS**

There was no other business.

**ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made and seconded, and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14 HELD JUNE 24, 2024

A Regular Meeting of the Board of Directors (the “Board”) of the Colorado International Center Metropolitan District No. 14 (the “District”) was convened on Monday, June 24, 2024, at 1:00 p.m., via Zoom. The meeting was open to the public.

#### ATTENDANCE

##### Directors in Attendance:

Blake Amen, Treasurer  
Theodore Laudick, Assistant Secretary  
Megan Waldschmidt, Assistant Secretary  
Paige Langley, Assistant Secretary

##### Also in Attendance:

David Solin; Special District Management Services, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Jason Carroll; CliftonLarsonAllen LLP

#### ADMINISTRATIVE MATTERS

**Confirm Quorum and Disclosure of Potential Conflicts of Interest:** The Board called the meeting to order, noted a quorum was present and discussed the requirements of Colorado law to disclose any potential conflict of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Attorney Hoistad requested that the Directors review the agenda for the meeting and advise the Board of any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

**Agenda / Director Absence:** Mr. Solin distributed for the Board's review and approval, a proposed agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Amen, seconded by Director Waldschmidt and, upon vote, unanimously carried, the agenda was

## RECORD OF PROCEEDINGS

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approved, the absence of Director Andrew Klein was excused, and Director Waldschmidt was appointed as Acting President for this meeting.

**Meeting Location / Posting of Meeting Notices:** 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 the meeting would be held by video/telephonic means. The Board further noted that notice of the time, date and location was duly posted and that no objections to the video/telephonic manner of the meeting, or any requests that the video/telephonic manner of the meeting be changed by taxpaying electors within the District boundaries, have been received.

**Minutes:** The Board reviewed the Minutes of the April 22, 2024 Regular Meeting.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Langley and, upon vote, unanimously carried, the Board approved the Minutes of the April 22, 2024 Regular Meeting.

### **PUBLIC COMMENTS**

There were no public comments.

### **FINANCIAL MATTERS**

**Schedule of Cash Position:** Mr. Carroll reviewed with the Board the schedule of cash position through the period ending December 31, 2023, updated as of May 31, 2024.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Langley and, upon vote, unanimously carried, the Board accepted the schedule of cash position through the period ending December 31, 2023, updated as of May 31, 2024.

**2023 Audit:** Mr. Carroll discussed the status of the 2023 Audit.

Following review and discussion, upon motion duly made by Director Waldschmidt, seconded by Director Langley and, upon vote, unanimously carried, the Board authorized the request to the State Auditor for an extension of time to file the 2023 Audit.

### **CAPITAL MATTERS**

**Engineer's Report and Verification of Costs Associated with Public Improvements Report prepared by Schedio Group LLC:** There was no report provided for review.

## RECORD OF PROCEEDINGS

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**Acceptance of verified public improvement costs and allocation of same among Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (the “Districts”), pursuant to Report No. 20:** The Board deferred discussion.

**Reimbursement to ACM High Point VI LLC (“ACM”) under the Capital Funding and Reimbursement Agreement (Denver High Point – Westside) between Denver High Point at DIA Metropolitan District and ACM, pursuant to Report No. 20:** The Board deferred discussion.

**Requisition(s) for Reimbursement of Verified Public Improvement Costs, and any and all Resolution(s) Relating to such requisition(s), pursuant to Report No. 20:** The Board deferred discussion.

### **OPERATIONS AND MAINTENANCE**

There were no operations and maintenance matters.

### **LEGAL MATTERS**

**Settlement and Release Agreement:** The Board reviewed the Settlement and Release Agreement by and between Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 14, Bottling Group, LLC, and Gray Construction, Inc.

Following discussion, upon motion duly made by Director Waldschmidt, seconded by Director Langley and, upon vote, unanimously carried, the Board approved the Settlement and Release Agreement by and between Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 14, Bottling Group, LLC, and Gray Construction, Inc.

### **OTHER BUSINESS**

There was no other business.

### **ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made and seconded, and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

SECTION 00660 NOTICE OF AWARD

**NOTICE OF AWARD**

Denver \_\_\_\_\_, Colorado  
Date: August 15, 2024

TO: **Duran Excavating, Inc.**  
14332 CR 64  
Greeley, CO 80634

The Owner, having duly considered the Bid Form submitted on August 1, 2024 for the Work covered by the Contract Documents titled High Point Park & West Fork Regional Trail Project in the amount of Three Million Nine Hundred Thirty One Thousand Five Hundred Ninety Five Dollars and Seventy Five Cents (\$3,931,595.75) and it appearing that the price and other information in your Bid Form is fair, equitable and to the best interest of the Owner, the offer in your Bid Form is hereby accepted.

In accordance with the terms of the Contract Documents, you are required to execute the Agreement in three (3) counterparts within ten (10) consecutive days from and including the date of this Notice of Award.

In addition, you are required to furnish at said time your Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance on ACORD Form 27 and copies of applicable insurance policies evidencing compliance with the requirements for insurance as stated in the Contract Documents.

The Bid Security submitted with your Proposal will be returned upon execution of the Agreement, furnishing of the required Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance on ACORD Form 27 and copies of applicable insurance policies within the time limit specified. In the event that you should fail to execute the Agreement and provide the executed Performance Bond and Labor and Materials Payment Bond within the time limit specified, said security will be retained by the Owner as liquidated damages and not as a penalty for the delay and extra work caused thereby.

You are required to return an acknowledged copy of this Notice of Award to Owner.

**Denver High Point Metropolitan District**

By: \_\_\_\_\_  
          Andrew Klein  
Title: \_\_\_\_\_  
          President

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AWARD:

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

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

END OF SECTION

# LANDSCAPE MAINTENANCE CONTRACT



## GENERAL TERMS AND CONDITIONS

### 1) General Information

**Contracting Officer:** High Point Neighborhood Park West c/o Silverbluff Companies  
P.O. Box 3603  
Parker, CO. 80134

**Contractor:** All Phase Landscape Construction, Inc.  
(All Phase Landscape)

**Contact:** Ted L. Laudick

**Period of Work:** 10/1/2024 - 9/30/2025

303-360-0606 ext. 304 / 330

**Project:** High Point Neighborhood Park West  
Dunkirk St. and E. 67th Ave.  
Aurora, Co. 80019

**Phone #:** 303.638.9553 (cell)

**Fax #:** 303.484.8219

**County:** Adams

**E-mail:** TLaudick@Silverbluffcompanies.com

**Date:** 7/26/2024

2) This contract is made by and between the Contractor and the Contracting Officer indicated above. This Landscape Maintenance Contract hereby incorporates the 'General Terms and Conditions' pages (page 1, 2, & 3), 'Exhibit A - Services and Prices' page (page 4), 'Exhibit B - Specifications' (page 5), 'Attachment I - Other Additional Services Available' (page 6), and All Phase Landscape Time and Materials (T&M) Equipment and Labor Rate Sheet (page 7), as part of this contract. The terms "Contracting Officer", "Contractor", "Project", and "Period of Work" are defined in Section 1 above.

3) The Contractor agrees to provide, whether by All Phase Landscape or by subcontractor, all the labor, transportation, supervision and equipment necessary to carry out the contracted services as outlined and specifically quoted on the 'Exhibit A - Services and Prices' page in compliance with the contract. All work will be performed according to accepted industry standards.

4) The scope of work will include the specific services quoted by Contractor and selected by the Contracting Officer as outlined on 'Exhibit A - Services and Prices' page, and may be changed during the season as agreed upon in writing by both parties. Line items with a frequency of "T&M" (Time & Materials) are NOT included in the contract price.

5) At its own expense, the Contractor will maintain for the duration of the Period of Work, its General Liability Insurance, Automobile Liability Coverage and Workman's Compensation Insurance. The Contractor will provide an insurance certificate to the Contracting Officer upon request, as evidence of this coverage. Any special request outside the Contractor's standard insurance coverage (as determined by Contractor), may be provided at Contractor's discretion, and may cost the Contracting Officer an additional fee NOT included in the contract price.

6) **The Contracting Officer specifically agrees to indemnify, defend, and hold harmless** the Contractor, employees of Contractor, and subcontractors used by Contractor (collectively "Contractor Indemnitees") for, from and against any claims, suits, damages, injuries, losses, and expenses, including but not limited to attorney fees and court costs, that occur as a result of or are directly related to the performance of work by Contractor Indemnitees under this contract. Contracting Officer, however, shall not be obligated under this contract to indemnify or hold harmless the Contractor Indemnitees to the extent that the Contractor Indemnitees are negligent in the cause of said injury or damage. The Contracting Officer and Contractor shall be responsible for investigating all claims.

7) The Contracting Officer must notify Contractor in writing of any property damage alleged to have been caused by Contractor or its subcontractor within thirty (30) days of event of said property damage. If Contractor is not notified in writing by Contracting Officer within thirty (30) days of event of said damage, neither the Contractor nor its subcontractor will be held liable for said damage. If Contractor is notified in writing within thirty (30) days of event of said damage, Contractor and Contracting Officer will investigate the claim. Contractor will present the findings and conclusion of its investigation to the Contracting Officer. If such investigation clearly determines that Contractor or its subcontractor is responsible for said damage, Contractor will be responsible to remedy said damage but only to the extent that Contractor or its subcontractor has been negligent in the cause of said damage. In such case, Contractor will be given the opportunity to remedy applicable damages within a reasonable time frame. If the Contracting Officer disagrees with the findings and conclusion of the Contractor investigation, Contracting Officer must notify the Contractor in writing within fifteen (15) days of Contractor's presentation of its findings and conclusion to the Contracting Officer. If Contractor is NOT notified in writing within fifteen (15) days of Contractor's presentation of its findings and conclusion to Contracting Officer, the Contracting Officer will accept the Contractor's findings and conclusion as final and binding and Contracting Officer will **SPECIFICALLY WAIVE THE RIGHT** to pursue any other alternate resolution or claim. If Contracting Officer does notify Contractor in writing of its disagreement with the findings and conclusion of Contractor investigation within said fifteen (15) days and the parties are unable to come to an agreement as to responsibility for damage, the parties shall proceed pursuant to Section 10 below. The Contractor is NOT responsible for damages caused by Acts of God (e.g. storm damages from snow, wind, hail, etc.), vandalism, the negligent acts (active or passive) or omissions of others, normal operation of the irrigation system, or any other claims not directly attributable to its work.



PLEASE INITIAL:

Contracting / date  
Officer

Contractor / date  
(All Phase Landscape)

8) The Contracting Officer agrees to pay the Contractor the total fee for the Basic Services and applicable Additional Services as per the payment schedule and separate quoted prices for services as outlined on the attached 'Exhibit A-Services and Prices' page, as total compensation for the performance of said services. Additionally, Contracting Officer will pay for any other work it authorizes on a Time and Materials (T&M) basis (unless approval is for a separate, specific price agreed upon in advance for such work). The Contracting Officer agrees to pay invoices in full to Contractor within thirty (30) days of the invoice date. Contracting Officer agrees to pay 12% interest on any outstanding balance on invoices not paid within thirty (30) days of invoice date. Contractor must be notified in writing of any dispute of services rendered and/or **the billing of any services (or any dispute of a portion of the services or billing) within forty-five (45) days of invoice date. If Contractor is not notified in writing within said forty-five (45) days, the Contracting Officer SPECIFICALLY WAIVES THE RIGHT to dispute the services and/or monies invoiced by the Contractor and agrees to pay the full amount of the invoice. If only a portion** of the services and/or monies are disputed on any invoice, Contracting Officer agrees to pay the undisputed portion of the invoice within thirty (30) days of invoice date and to provide written notification to Contractor of disputed portion, within the dispute time frame and per the terms noted above. Contracting Officer agrees to pay any and all expenses, including but not limited to attorney fees, accrued by Contractor for the collection of any past due amounts owed. Contractor will not be required to bill or collect from a third party for any materials or for work performed by Contractor pursuant to this contract, or otherwise done for the benefit of the Project. Contracting Officer agrees that it is responsible and liable for full payment of materials (acquired or installed) and payment of any performed work.

9) Either party may terminate this contract, with or without cause, with thirty (30) days written notice to the other party. If the contract is terminated prior to the end of the Period of Work (defined in Section 1), final billings will be determined by Contractor within thirty (30) days from the final day services are performed at the Project. The final Landscape Maintenance Contract billing will be based on the percentage of work completed by the final day that Contractor performs services at the Project. Additional billing(s) will also be prepared for materials (acquired or installed) and for any extra work performed. The Contracting Officer agrees to pay all unpaid invoices in full within ten (10) days of termination date; all invoices prepared after termination will be paid in full within ten (10) days of invoice date.

10) Except in the case of a mechanic's lien, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled as per the following process: a) parties will make every effort to meet and resolve the issue between themselves, b) if unable to resolve in meeting between themselves, then by non-binding mediation, c) if unable to resolve by non-binding mediation, then by binding arbitration. The decision to enter into such arbitration shall be initiated by either party of this Contract. The substantially prevailing party in any arbitration or litigation shall also be awarded the amount of their attorney fees and any reasonable costs incurred in the arbitration or litigation and shall also collect unpaid invoice balances and interest on unpaid invoice balances.

11) LIMITED LIABILITY WARRANTY - Contractor warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or specific date of install (the "warranty period"), provided that all applicable plants and materials have been properly maintained by Contracting Officer or Owner or their representative(s) or managing agent(s) during the one (1) year warranty period. Materials furnished and services (work) performed will be free from defects not inherent in the quality required or permitted, will be of good quality and materials will be new unless otherwise required or permitted by contract. This warranty excludes any remedy for damages or defects caused by ordinary wear and tear, improper or insufficient maintenance, insufficient inspections, abuse, vandalism, Acts of God, negligence (active or passive) of the Contracting Officer or Owner or their representative(s) or managing agent(s) or others, any claim not directly attributable to Contractor's work or materials, delay in notification to Contractor, or modifications performed by others. All implied warranties and/or express warranties will not extend beyond the one (1) year warranty period. THIS WARRANTY IS PROVIDED IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CONTRACTOR. Written notice of warranty issues must be received by Contractor before the end of the one (1) year warranty period. If Contractor receives such written notice before the end of the one (1) year warranty period, Contractor shall review and, upon determination of validity of warranty issue, Contractor shall have first right to repair/replace any defective plants, material, or work and shall have thirty (30) days to commence the repair/replacement of such defective plants, material, or work. During the one (1) year warranty period, if Contractor is not notified in writing of any defect in the plants, materials and/or work and/or Contractor is not given thirty (30) days to commence the repair/replacement of said defect, then Contractor will not be required to repair and/or replace defective plants, materials and/or work and NO claim for breach of warranty will be brought against Contractor. If the parties cannot resolve a disagreement regarding a warranty issue, parties will proceed pursuant to Section 10 above. No other representations, agreements, or warranties, other than what is written in this contract, are applicable.

12) This contract contains the entire agreement and understanding regarding terms and conditions between the parties. Any prior or subsequent negotiations or considerations not otherwise set forth in this contract are not a part of this contract. If any additional or subsequent documents are presented or produced during the Period of Work, that contain language contrary or contradictory to or are different from the terms and conditions contained in this contract, then the parties agree that the terms and conditions of this Landscape Maintenance Contract shall control. No other terms and conditions can be added except via an Addendum or Amendment specific to this contract, signed by the Contractor and Contracting Officer. The basic scope of work (services and pricing) can be modified if both parties agree to the change in writing. No other terms and conditions can be added for extra work or for repairs via an alternate document provided by the Contractor, except to define or approve the scope (description) and pricing of specific work. All paperwork provided by Contractor for extras and repairs is also subject to Section 13.

13) All contract terms and conditions related to any work provided at or related to the Project are outlined in this Landscape Maintenance Contract. If, at any time, Contracting Officer or any of its agents or representatives provide to Contractor another document or form as a "contract" or "agreement" or "notice" or any form to approve any work, extras, or repairs or requests or requires Contractor to sign



PLEASE INITIAL:

\_\_\_\_\_  
Contracting / date  
Officer

\_\_\_\_\_  
Contractor / date  
(All Phase Landscape)



any document or form, or to use purchase orders, work orders, vouchers, tickets, or other such document, process, or number, and whether Contractor signs or does not sign or uses or does not use any other document, form, or purchase order, work order, voucher, ticket, or other such document, process, or number, **the Contractor, Contracting Officer and all its agents and representatives (the INVOLVED PARTIES) ALL AGREE that NO TERMS AND CONDITIONS FROM ANY OTHER such document or form, or any purchase orders, work orders, vouchers, tickets, or other such document, process or number shall apply to this contract or to any contract parties (or any agents or representatives), or to any work performed at or related to the Project. The INVOLVED PARTIES specifically waive, cancel, dismiss, and reject any terms and conditions from or associated with any other such document, form, purchase orders, work orders, vouchers, tickets, or other such document, process, or number that is provided by Contracting Officer (or its agents or representatives); ONLY accurate scope of work and pricing from such documents, forms, purchase orders, work orders, vouchers, tickets, or other such document shall apply. Additionally, Contractor specifically reserves the right to charge and Contracting Officer agrees to pay, separate administrative processing fees to Contractor for any administrative work on the part of the Contractor due to reviewing, using, processing, tracking, invoicing, or obtaining a purchase order, work order, voucher, ticket, signature, or other such document, process, or number, or other item (FEES ARE NOT INCLUDED in quoted contract price). Contractor reserves the right to reject or modify any process, procedure, or system related to: invoicing, purchase orders, work orders, vouchers, tickets or other such document, process, or number, or to obtaining a signature(s) or other item.**

14) Other than receipt of an original, signature of this contract may be sent by facsimile (with confirmation by transmitting machine) and/or the signed contract transmitted by portable document format ("pdf") file or like format, which shall be treated as an original signature, and any such signature, facsimile, pdf file or like format, or copy of this signed contract shall be construed and treated as the original and shall be binding as if it were the original.

15) At the sole discretion of Contractor, Contractor reserves the right to suspend services at any time, without penalty or liability, if payments are not received in a timely manner (as determined by Contractor) from Contracting Officer. Contractor shall notify Contracting Officer in writing of Contractor's decision to suspend services. Services shall remain suspended, at the sole discretion of the Contractor, or until such time as Contracting Officer's past due invoices are paid in full. Contractor's decision to suspend services (or not to suspend services) does not limit, in any way, other rights or remedies of Contractor herein or available at law or in equity. Contracting Officer agrees that it is responsible and liable for full payment of materials (acquired or installed) and payment of any performed work.

16) If any provision of this contract is determined to be unenforceable or invalid for any reason, then the unenforceable and/or invalid portion shall be deemed conformed to the minimum requirements of law to the extent possible. In addition, all other terms, conditions, and provisions of this contract shall not be affected and shall continue to be enforceable and valid to the fullest extent permitted by law.

17) The failure to enforce at any time or for any period of time, any of the terms or conditions of this contract shall not be construed as a waiver thereof nor of the right to demand enforcement at a later date.

18) This contract shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law. The parties agree that sole venue shall be in the state and federal courts located in the State of Colorado and each party hereby consents to jurisdiction of such courts over itself in any action relating to this contract.

19) If a master contract document other than this Landscape Maintenance Contract is to be used to contract for the services, said other contract document and all associated and linked documents referred to by that contract must be reviewed by Contractor (All Phase Landscape). Once the contract document and all associated and linked documents are provided to Contractor, a minimum of 20 DAYS is required to review and endeavor to negotiate a final contract. Contractor may also require that a separate administrative review FEE be paid prior to and for review of any such contract document and any associated and linked documents. The contract amount of this proposal is subject to change if additional fees, bonds, or other costs are added by Contracting Officer entity, Owner, or managing agent after All Phase has provided this proposal.

20) The contract price is subject to change unless the contract is signed by both parties no later than thirty (30) days after the Period of Work start date (defined in Section 1 above).

21) **Contractor may add a Fuel Surcharge to any invoice at the time of billing.**

22) The signers below represent that they are authorized to sign this document and that they have the authority to bind the entity (including the Owner of Project) that they are signing for.

23) Any changes to this Contract must be clearly pointed out and highlighted in writing to Contractor. Said changes are null and void unless Contractor specifically initials next to each change to show its approval.

**This contract is acknowledged and accepted by:**

PLEASE ALSO INITIAL  
ALL OTHER PAGES

**Contracting Officer:**

**Contractor: All Phase Landscape Construction, Inc.**



Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

All Phase Landscape Construction, Inc.

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

**- Signature page -**





**EXHIBIT B – SPECIFICATIONS**

**Although listed Basic Services are standard on most contracts, the 'Exhibit A- Services and Prices' page will clarify those services accepted by Contracting Officer and to be provided by Contractor (All Phase Landscape). ONLY THOSE BASIC SERVICES THAT ARE CLASSIFIED AS "included" (and not "T&M") on the 'Exhibit A-Services and Prices' page are to be provided by the Contractor under this contract. Only the additional services with a quoted price that are INCLUDED in the scheduled monthly billings on the 'Exhibit A-Services and Prices' page, will be scheduled by the Contractor. Special exceptions/inclusions may also be noted in the "Comments" section of the 'Exhibit A- Services and Prices' page. Other additional services can be scheduled if requested, and billed upon completion of work. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.**

**A. LAWN AND GROUND MAINTENANCE (pet waste pickup is NOT included)**

- 1) All blue grass and irrigated native seed areas to be mowed as necessary (max. weekly and weather permitting), to promote overall appearance of the Lawn. No credit will be given for missed mows due to any circumstances beyond the control of the Contractor (e.g. weather).Cutting height will be approximately 3 (three)– 4 (four) inches. Ground trash will be picked up and removed at each mowing.
- 2) All cuttings will be removed from sidewalks, driveways and curb areas after each mowing.
- 3) Edging of all sidewalks will be done monthly during the growing season months (April through October) that are included in the Period of Work (any alternate requested frequencies included in the contract will be noted on the ' Exhibit A-Services and Prices' page).
- 4) Trimming will be done as necessary to maintain a well-groomed appearance.

**B. TREE AND SHRUB MAINTENANCE**

- 1) Pruning consists of one major pruning during the growing season and minor containment pruning throughout contract period (any alternate requested frequencies included in the contract will be noted on the 'Exhibit A-Services and Prices' page). Shrubs will be pruned to provide an aesthetically pleasing appearance and to prevent a potentially hazardous condition. Suckers will be controlled as needed. Other pruning, such as winter pruning, can be provided upon request and will be billed as directed on the 'Exhibit A-Services and Prices' page.
- 2) The health of all trees and shrubs will be monitored on a regular basis. Recommendations will be made for the proper treatment of any damaging pest problems. Unless a price is included in monthly billings on the 'Exhibit A-Services and Prices' page, all pesticide treatments are an additional optional service. If pesticide treatments are needed, services are billed as specified on the 'Exhibit A-Services and Prices' page or as per separate bid provided by Contractor and approved by Contracting Officer.
- 3) Weeds will be controlled in shrub beds and planter areas with chemicals and hand weeding. Every effort will be made to control grasses and weeds that are growing directly in the shrubs and ground cover. However, control of these weeds and grasses is not guaranteed.

**C. TURF FERTILIZATION**

- 1) Applications of fertilizer will be applied (frequencies noted under Basic Services) at the rate of a minimum of 1 pound of nitrogen per 1000 square feet per application. All Phase Landscape is licensed for chemical application by the State of Colorado Department of Agriculture. Contractor may also subcontract to another licensed chemical applicator for this service. In any case, Contractor will guarantee the utilization of accepted industry standards of safety in the use and application of chemicals.
- 2) Turf disease and/or insect problems will be brought to the attention of the Contracting Officer. Turf disease and/or insect treatment is NOT included in Basic Services. A separate proposal for treatment will be provided when necessary or the work will be billed on a Time and Materials basis when approved by Contracting Officer.

**D. TURF BROADLEAF WEEDS (Weed control does not include noxious, invasive, or hazardous plant material.)**

Contractor applies weed control according to industry standards. Treatment usually consists of one (1) full coverage application of pre-emergent, one (1) complete application of post-emergent, and spot spraying throughout growing season.

**E. IRRIGATION MAINTENANCE**


- 1) Activation of the irrigation system is accomplished in the Spring / winterization (done with use of air compressor) is accomplished in the Fall.
- 2) The irrigation system will be monitored on a regular basis during the Period of Work to ensure proper operation of the system. This is more specifically defined as the monitoring of valves for proper operation, minor adjustment of irrigation heads to insure proper coverage, and the adjustment of irrigation watering times to maintain a pleasing turf appearance. Water conservation is important and every effort will be made to regulate water consumption. Adjustments and repairs of the system due to regular wear and tear or due to vandalism or any special requests outside of the regular schedule are NOT included in Basic Services and will be billed on a Time & Material basis. Contractor will make these adjustments and repairs or will do special requests, and will bill Contracting Officer.
- 3) Contractor is responsible to repair damages caused by the Contractor, subject to all provisions in the General Terms and Conditions of the Landscape Maintenance Contract. An improperly installed system, including improperly installed irrigation heads, will NOT be the Contractor's responsibility. Such repairs or resetting of the system will be billed by the Contractor on a Time & Material basis. Contractor will NOT be responsible for damages caused by malfunctions of the irrigation system; all necessary repairs to the system will be made to bring the system up to operating condition and will be billed on a Time & Materials basis.
- 4) Contracting Officer must communicate any emergency or time sensitive irrigation issues (especially anything related to running water) to the Contractor in a timely and concrete manner (Notice). Emails, emailed work orders, voice messages, and texts are NOT timely or concrete Notice for time sensitive issues unless a quick response is received from Contractor. Contracting Officer must either receive a quick response or speak with someone from All Phase Landscape in a timely manner to ensure that Contractor knows about the issue. Contractor assumes no liability related to untimely or non-concrete notice of emergency or time sensitive issues. Emergency response = within 24 hours of Notice.
- 5) All repairs and adjustments made to the Irrigation system will be billed to the Contracting Officer and not to any third parties.

**F. NO THIRD PARTY BILLING** - Contractor will NOT bill third parties. Contracting Officer is responsible for payment.

**G. WARRANTY** - Contractor warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

**H. SURCHARGES** – Contractor may add a **fuel surcharge** to any invoice at the time of billing.

**I. Snow services are NOT provided for under this contract.** A separate Snow Moving Agreement proposal with its own rates, may be provided upon request, subject to the discretion of the Contractor.

 PLEASE INITIAL: \_\_\_\_\_ / \_\_\_\_\_  
 Contracting / date  
 Officer  
 \_\_\_\_\_ / \_\_\_\_\_  
 Contractor / date  
 (All Phase Landscape)  
 Page 5 of 7

## Attachment I

### *Other Additional Services Available*

Additional Services can be included in your landscape maintenance contract or performed upon request and acceptance of a separate proposed price. Additional Services performed by All Phase Landscape (Contractor), whether included in the scheduled monthly billings or performed and billed separately, are subject to the 'General Terms and Conditions' of the Landscape Maintenance Contract (Contract). **ONLY THE ADDITIONAL SERVICES WITH A QUOTED PRICE THAT ARE INCLUDED IN THE SCHEDULED MONTHLY BILLINGS ON THE 'EXHIBIT A-Services and Prices' PAGE WILL BE SCHEDULED BY THE CONTRACTOR.**

Other additional services can be scheduled if requested and will be billed upon completion of work. All Phase Landscape will NOT bill third parties. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.

#### **AERATION AND PROPERTY CLEAN-UPS**

- \* All turf areas should be aerated at least once per year with a core aerator. Plugs are left to breakdown and return nutrients to the soil. Contractor is not responsible for damage to pipe or utilities that may be buried. However, Contractor will take responsibility for damage to irrigation heads due to its aeration operations (subject to the damage provisions under Section 7 of the Contract).
- \* Spring Clean-up and/or Fall Clean-up performed to remove debris from all turf areas and accessible beds. A Fall Clean-up would be performed at some time between Oct. 15<sup>th</sup> and Dec. 23<sup>rd</sup>, depending on weather conditions and the contract Period of Work.

#### **WINTER PROGRAM**

- \* A Winter Policing program includes minor trash/debris removal on a scheduled basis in Turf and ornamental areas (excludes parking lots and native areas), weather permitting, during the period from November 1<sup>st</sup> to March 31<sup>st</sup> (and subject to contract Period of Work).
- \* Tree wrap of small deciduous trees in the Fall. Unwrap of trees in the Spring.
- \* Winter Watering of turf, trees and/or shrubs during dry winter seasons.
- \* Winter pruning will be provided if a price is included in monthly billings on the 'Exhibit A-Services and Prices' page, and will include cutting of grasses and removal of old and dead canes in shrubs. Trees less than 14 feet tall will have broken or damaged limbs removed and lower limbs will be skirted where needed. No shaping of shrubs is performed during winter pruning.
- \* Contractor is available to assist with the preparation / formulation of landscape plans for the winter and following year growing season.

#### **MISCELLANEOUS ADDITIONAL SERVICES**

- \* All Phase Landscape is available for miscellaneous additional services such as: landscape & irrigation installation, application of a wetting agent, hardscaping projects, site development, install of rain or moisture sensors, mapping irrigation systems, install of remote controller upgrades to controllers, or any other service that can be successfully undertaken for the benefit of our clients. Irrigation backflow testing can be requested. In order to schedule a backflow test, Contractor must be provided the backflow test due letter from the City or Water Dept. in a timely manner (at least 2 weeks prior to due date). Contractor assumes NO liability whatsoever due to untimely test requests.

#### **WARRANTY**

- \* Contractor WARRANTS all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

#### **SNOW – NOT APPLICABLE**

Snow moving services are **NOT** provided for under this contract. A separate Snow Moving Agreement proposal with its own rates, may be provided upon request, subject to the discretion of the Contractor.

#### **Rates for Time & Materials (T&M) work**

#### **SEE PAGE 7 for hourly rates and see below for additional T&M information**

All time for T&M work is hourly and based on a 40 hour work week. Any work over the 40 hours of All Phase Landscape payroll for any employee or subcontractor or work done on Holidays will be billed at 1 ½ times the normal rate. Services performed "after hours" will also be billed at 1 ½ times the normal rate (with the exception of emergency irrigation repair which is billed as stated on page 7). "After hours" rates apply to any service requested to be done on weekends or service that is done between the hours of 6:00 pm and 7:00 am on any week day. "After hours" work requests should only be made to prevent damage to persons or property, or to stop continuously running water. Material rates are not included in labor rates and are determined at time of service. The minimum charge is 1 hour, plus materials. Contractor will NOT invoice third parties. **Contractor may add a fuel surcharge to any invoice at the time of billing. Multi-year / multi-season contracts: hourly rates and backflow tests are subject to change at each annual/seasonal anniversary date. If backflow testing is requested, Contractor will bill for test + any needed repairs to pass + fees.**

**Damages** – Contractor has first right to repair damages caused by Contractor.

**Third Parties** - Contractor will NOT invoice third parties.

X PLEASE INITIAL: \_\_\_\_\_ / \_\_\_\_\_  
Contracting / date  
Officer

\_\_\_\_\_/\_\_\_\_\_  
Contractor / date  
(All Phase Landscape)  
Page 6 of 7



# ALL PHASE LANDSCAPE

## TIME & MATERIALS EQUIPMENT and LABOR RATE SHEET

EQUIPMENT ( Includes Operator )	HOURLY RATE
<b>Trucks / Trailers:</b>	
One Ton Pickup	\$ 101.00
Truck – 2 ton, Flatbed, Dump	\$ 151.00
Water Truck	\$ 152.00
Water Trailer	\$ 92.00
Trailer	\$ 91.00
Dump Trailer	\$ 116.00
Chemical Spray Truck	\$ 101.00
<b>Tractors / Loaders:</b>	
Grading Tractor 50HP	\$ 136.00
Grading and Tilling Tractor 100HP	\$ 146.00
Wheel Skid Steer	\$ 129.00
Compact Track Skid Steer	\$ 151.00
Backhoe	\$ 166.00
2-1/2 – 3 Yard Loader	\$ 226.00
<b>Pullers / Trenchers:</b>	
Maxi Sneaker Puller	\$ 96.00
Trencher – Small	\$ 134.00
Trencher – Large	\$ 158.00
Mini Excavator	\$ 141.00
<b>Mowers:</b>	
Mower 48"	\$ 91.00
Brush Hog – 6' Mower	\$ 131.00
Batwing Mower	\$ 166.00
<b>Other Miscellaneous Equipment:</b>	
Jumping Jack Tamper	\$ 91.00
Misc. Small Equipment (string trimmer, blowers, chain saw, etc.)	\$ 81.00
Sod Cutter	\$ 91.00
Barretta Rototiller	\$ 106.00
Motor Buggy/Motorized Wheel Barrow	\$ 101.00
Compressor with attachments	\$ 141.00
Chipper	\$ 149.00
Boring – Missile or Directional Bore (4" or smaller)	\$ 156.00

EQUIPMENT ( Includes Operator )	HOURLY RATE
<b>Large Trucks:</b>	
Tandum Dump Truck 15 ton	\$ 125.00
Delivery Semi Truck & Trailer	\$ 150.00
End Dump Semi Truck 25 ton	\$ 150.00
<b>Unit Pricing per Function</b>	
Potholing in asphalt (per hole)	\$ 385.00
Potholing in dirt (per hole)	\$ 275.00
<b>LABOR (all rates are per hour)</b>	
Executives	\$ 175.00
Director of Operations	\$ 150.00
Project Manager / Account Manager	\$ 100.00
Superintendent	\$ 85.00
Arbor Specialist ( Climber )	\$ 71.00
Job Foreman	\$ 66.00
Operator	\$ 66.00
Laborer	\$ 50.00
Sprinkler Technician	\$ 71.00
Emergency Sprinkler Repair (Portal to Portal)	\$ 121.00

- \* Material rates are not included in labor or equipment rates and are determined at time of service.
- \* All rates are to be billed portal to portal.
- \* Labor rates are for work up to 40 hour per week. Any work over 40 hours, Monday-Friday, or work on Holidays, will be charged at 1.5 times the normal rate. Labor performed "after hours", will be billed at 1.5 times the normal rate. "After hours" applied to work performed on weekends or between 6:00 pm to 7:00 am on any week day. "After hours" work requests should only be made to prevent damage to persons or property, or to stop continuously running water.
- \* The minimum charge for "Time and Materials" work is 1 hour, plus materials.
- \* Contractor may add a fuel surcharge to any invoice at the time of billing
- \* Multi-year / multi-season contracts: hourly rates and backflow test rates are subject to change at each year/seasonal anniversary date.
- \* If requesting a backflow test, Contractor must be notified and provided applicable paperwork in a timely manner to allow ample time for scheduling. Contractor assumes no liability whatsoever due to untimely test requests.
- \* Rates do not apply to snow removal as snow services must be contracted on a separate agreement. A snow proposal with its own rates, may be provided upon request, subject to approval by Contractor.
- \* All Phase Landscape will not invoice third parties.
- \* All work is subject to the one (1) year All Phase Landscape Limited Liability Warranty (LLW), dated 10/1/20; copy available upon request.
- \* Contracting Officer or Owner or their representative(s) or managing agent(s) and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available upon request) for additional services, unless both parties agree in writing to an alternate approval process.

PLEASE INITIAL: \_\_\_\_\_ / \_\_\_\_\_  
Contracting / date
Contractor / date  
Officer
(All Phase Landscape)

HIGH POINT NEIGHBORHOOD PARK

4/30/2021



SCALE 1" = 20'

LEGEND

- PROPERTY LINE
- SHORT LINE
- CONTOUR MARK
- PRINCE AND COLUMN

- DECIDUOUS CANOPY TREE
- DECIDUOUS CANOPY TREE
- DECIDUOUS CANOPY TREE

- EVERGREEN TREE
- ORNAMENTAL TREES
- DECIDUOUS SHRUBS
- EVERGREEN SHRUBS
- ORNAMENTAL GRASSES
- FERNS
- PERENNIALS
- GRASSES
- ROCK
- WOOD
- PAVING
- CONCRETE
- ASPHALT
- GRAVEL
- SOIL
- WATER
- POLE
- POST
- PILE
- PILE CAP
- PILE HEAD
- PILE TIP
- PILE SHANK
- PILE BASE
- PILE POINT
- PILE HEAD
- PILE TIP
- PILE SHANK
- PILE BASE
- PILE POINT



Code	Plant Name	Quantity	Unit
ACJ	12.00	EA	
AJS	116.00	EA	
BBL	10.00	EA	
BEA	11.00	EA	
BGG	65.00	EA	
BLC	22.00	EA	
BMS	11.00	EA	
BUF	24.00	EA	
CHS	22.00	EA	
DPS	22.00	SqFT	
DPO	18.00	EA	
DKO	3.00	EA	
Eggar - Length	912.53	FL	
FRG	138.00	EA	
GEA	79.00	EA	
GFC	9.00	EA	
GLS	7.00	EA	
HFG	73.00	EA	
HUG	23.00	EA	
UCO	13.00	EA	
LPS	13.00	EA	
MFG	28.00	EA	
MKG	42.00	EA	
MFA	15.00	EA	
MSL	16.00	EA	
native seed	44073.95	SqFT	
NFS	26.00	EA	
NLD	18.00	EA	
PBS	24.00	EA	
RHM	11.00	EA	
Rock - Sqft	12357.52	SqFT	
RSA	36.00	EA	
SOD	24448.16	SqFT	
THR	18.00	EA	
VFC	3.00	EA	
VKS	10.00	EA	

NOBIS DESIGN  
1015 Belmont Street  
Durham, NC 27604  
P: 919.487.1108  
www.nobisdesign.com

[Green Box] = sod  
[Blue Box] = native



# LANDSCAPE MAINTENANCE CONTRACT



## GENERAL TERMS AND CONDITIONS

### 1) General Information

**Contracting Officer:** Denver High Point at DIA Metropolitan District c/o Silverbluff Companies  
P.O. Box 3603  
Parker, CO. 80134

**Contractor:** All Phase Landscape Construction, Inc.  
(All Phase Landscape)

**Contact:** Ted L. Laudick

**Period of Work:** 10/1/2024 - 9/30/2025

303-360-0606 ext. 304 / 330

**Project:** Denver High Point at DIA  
Metropolitan District  
64th Ave. & Dunkirk Street (west)  
Denver, CO. 80249

**Phone #:** 303.638.9553 (cell)

**Fax #:** 303.484.8219

**County:** Adams

**E-mail:** TLaudick@Silverbluffcompanies.com

**Date:** 7/26/2024

2) This contract is made by and between the Contractor and the Contracting Officer indicated above. This Landscape Maintenance Contract hereby incorporates the 'General Terms and Conditions' pages (page 1, 2, & 3), 'Exhibit A - Services and Prices' page (page 4), 'Exhibit B - Specifications' (page 5), 'Attachment 1 - Other Additional Services Available' (page 6), and All Phase Landscape Time and Materials (T&M) Equipment and Labor Rate Sheet (page 7), as part of this contract. The terms "Contracting Officer", "Contractor", "Project", and "Period of Work" are defined in Section 1 above.

3) The Contractor agrees to provide, whether by All Phase Landscape or by subcontractor, all the labor, transportation, supervision and equipment necessary to carry out the contracted services as outlined and specifically quoted on the 'Exhibit A - Services and Prices' page in compliance with the contract. All work will be performed according to accepted industry standards.

4) The scope of work will include the specific services quoted by Contractor and selected by the Contracting Officer as outlined on 'Exhibit A - Services and Prices' page, and may be changed during the season as agreed upon in writing by both parties. Line items with a frequency of "T&M" (Time & Materials) are NOT included in the contract price.

5) At its own expense, the Contractor will maintain for the duration of the Period of Work, its General Liability Insurance, Automobile Liability Coverage and Workman's Compensation Insurance. The Contractor will provide an insurance certificate to the Contracting Officer upon request, as evidence of this coverage. Any special request outside the Contractor's standard insurance coverage (as determined by Contractor), may be provided at Contractor's discretion, and may cost the Contracting Officer an additional fee NOT included in the contract price.

6) **The Contracting Officer specifically agrees to indemnify, defend, and hold harmless** the Contractor, employees of Contractor, and subcontractors used by Contractor (collectively "Contractor Indemnitees") for, from and against any claims, suits, damages, injuries, losses, and expenses, including but not limited to attorney fees and court costs, that occur as a result of or are directly related to the performance of work by Contractor Indemnitees under this contract. Contracting Officer, however, shall not be obligated under this contract to indemnify or hold harmless the Contractor Indemnitees to the extent that the Contractor Indemnitees are negligent in the cause of said injury or damage. The Contracting Officer and Contractor shall be responsible for investigating all claims.

7) The Contracting Officer must notify Contractor in writing of any property damage alleged to have been caused by Contractor or its subcontractor within thirty (30) days of event of said property damage. If Contractor is not notified in writing by Contracting Officer within thirty (30) days of event of said damage, neither the Contractor nor its subcontractor will be held liable for said damage. If Contractor is notified in writing within thirty (30) days of event of said damage, Contractor and Contracting Officer will investigate the claim. Contractor will present the findings and conclusion of its investigation to the Contracting Officer. If such investigation clearly determines that Contractor or its subcontractor is responsible for said damage, Contractor will be responsible to remedy said damage but only to the extent that Contractor or its subcontractor has been negligent in the cause of said damage. In such case, Contractor will be given the opportunity to remedy applicable damages within a reasonable time frame. If the Contracting Officer disagrees with the findings and conclusion of the Contractor investigation, Contracting Officer must notify the Contractor in writing within fifteen (15) days of Contractor's presentation of its findings and conclusion to the Contracting Officer. If Contractor is NOT notified in writing within fifteen (15) days of Contractor's presentation of its findings and conclusion to Contracting Officer, the Contracting Officer will accept the Contractor's findings and conclusion as final and binding and Contracting Officer will **SPECIFICALLY WAIVE THE RIGHT** to pursue any other alternate resolution or claim. If Contracting Officer does notify Contractor in writing of its disagreement with the findings and conclusion of Contractor investigation within said fifteen (15) days and the parties are unable to come to an agreement as to responsibility for damage, the parties shall proceed pursuant to Section 10 below. The Contractor is NOT responsible for damages caused by Acts of God (e.g. storm damages from snow, wind, hail, etc.), vandalism, the negligent acts (active or passive) or omissions of others, normal operation of the irrigation system, or any other claims not directly attributable to its work.



PLEASE INITIAL:

Contracting / date  
Officer

Contractor / date  
(All Phase Landscape)

8) The Contracting Officer agrees to pay the Contractor the total fee for the Basic Services and applicable Additional Services as per the payment schedule and separate quoted prices for services as outlined on the attached 'Exhibit A-Services and Prices' page, as total compensation for the performance of said services. Additionally, Contracting Officer will pay for any other work it authorizes on a Time and Materials (T&M) basis (unless approval is for a separate, specific price agreed upon in advance for such work). The Contracting Officer agrees to pay invoices in full to Contractor within thirty (30) days of the invoice date. Contracting Officer agrees to pay 12% interest on any outstanding balance on invoices not paid within thirty (30) days of invoice date. Contractor must be notified in writing of any dispute of services rendered and/or **the billing of any services (or any dispute of a portion of the services or billing) within forty-five (45) days of invoice date. If Contractor is not notified in writing within said forty-five (45) days, the Contracting Officer SPECIFICALLY WAIVES THE RIGHT to dispute the services and/or monies invoiced by the Contractor and agrees to pay the full amount of the invoice. If only a portion of the services and/or monies are disputed on any invoice, Contracting Officer agrees to pay the undisputed portion of the invoice within thirty (30) days of invoice date and to provide written notification to Contractor of disputed portion, within the dispute time frame and per the terms noted above. Contracting Officer agrees to pay any and all expenses, including but not limited to attorney fees, accrued by Contractor for the collection of any past due amounts owed. Contractor will not be required to bill or collect from a third party for any materials or for work performed by Contractor pursuant to this contract, or otherwise done for the benefit of the Project. Contracting Officer agrees that it is responsible and liable for full payment of materials (acquired or installed) and payment of any performed work.**

9) Either party may terminate this contract, with or without cause, with thirty (30) days written notice to the other party. If the contract is terminated prior to the end of the Period of Work (defined in Section 1), final billings will be determined by Contractor within thirty (30) days from the final day services are performed at the Project. The final Landscape Maintenance Contract billing will be based on the percentage of work completed by the final day that Contractor performs services at the Project. Additional billing(s) will also be prepared for materials (acquired or installed) and for any extra work performed. The Contracting Officer agrees to pay all unpaid invoices in full within ten (10) days of termination date; all invoices prepared after termination will be paid in full within ten (10) days of invoice date.

10) Except in the case of a mechanic's lien, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled as per the following process: a) parties will make every effort to meet and resolve the issue between themselves, b) if unable to resolve in meeting between themselves, then by non-binding mediation, c) if unable to resolve by non-binding mediation, then by binding arbitration. The decision to enter into such arbitration shall be initiated by either party of this Contract. The substantially prevailing party in any arbitration or litigation shall also be awarded the amount of their attorney fees and any reasonable costs incurred in the arbitration or litigation and shall also collect unpaid invoice balances and interest on unpaid invoice balances.

11) LIMITED LIABILITY WARRANTY - Contractor warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or specific date of install (the "warranty period"), provided that all applicable plants and materials have been properly maintained by Contracting Officer or Owner or their representative(s) or managing agent(s) during the one (1) year warranty period. Materials furnished and services (work) performed will be free from defects not inherent in the quality required or permitted, will be of good quality and materials will be new unless otherwise required or permitted by contract. This warranty excludes any remedy for damages or defects caused by ordinary wear and tear, improper or insufficient maintenance, insufficient inspections, abuse, vandalism, Acts of God, negligence (active or passive) of the Contracting Officer or Owner or their representative(s) or managing agent(s) or others, any claim not directly attributable to Contractor's work or materials, delay in notification to Contractor, or modifications performed by others. All implied warranties and/or express warranties will not extend beyond the one (1) year warranty period. THIS WARRANTY IS PROVIDED IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CONTRACTOR. Written notice of warranty issues must be received by Contractor before the end of the one (1) year warranty period. If Contractor receives such written notice before the end of the one (1) year warranty period, Contractor shall review and, upon determination of validity of warranty issue, Contractor shall have first right to repair/replace any defective plants, material, or work and shall have thirty (30) days to commence the repair/replacement of such defective plants, material, or work. During the one (1) year warranty period, if Contractor is not notified in writing of any defect in the plants, materials and/or work and/or Contractor is not given thirty (30) days to commence the repair/replacement of said defect, then Contractor will not be required to repair and/or replace defective plants, materials and/or work and NO claim for breach of warranty will be brought against Contractor. If the parties cannot resolve a disagreement regarding a warranty issue, parties will proceed pursuant to Section 10 above. No other representations, agreements, or warranties, other than what is written in this contract, are applicable.

12) This contract contains the entire agreement and understanding regarding terms and conditions between the parties. Any prior or subsequent negotiations or considerations not otherwise set forth in this contract are not a part of this contract. If any additional or subsequent documents are presented or produced during the Period of Work, that contain language contrary or contradictory to or are different from the terms and conditions contained in this contract, then the parties agree that the terms and conditions of this Landscape Maintenance Contract shall control. No other terms and conditions can be added except via an Addendum or Amendment specific to this contract, signed by the Contractor and Contracting Officer. The basic scope of work (services and pricing) can be modified if both parties agree to the change in writing. No other terms and conditions can be added for extra work or for repairs via an alternate document provided by the Contractor, except to define or approve the scope (description) and pricing of specific work. All paperwork provided by Contractor for extras and repairs is also subject to Section 13.

13) All contract terms and conditions related to any work provided at or related to the Project are outlined in this Landscape Maintenance Contract. If, at any time, Contracting Officer or any of its agents or representatives provide to Contractor another document or form as a "contract" or "agreement" or "notice" or any form to approve any work, extras, or repairs or requests or requires Contractor to sign



PLEASE INITIAL:

\_\_\_\_\_  
Contracting / date  
Officer

\_\_\_\_\_  
Contractor / date  
(All Phase Landscape)



any document or form, or to use purchase orders, work orders, vouchers, tickets, or other such document, process, or number, and whether Contractor signs or does not sign or uses or does not use any other document, form, or purchase order, work order, voucher, ticket, or other such document, process, or number, **the Contractor, Contracting Officer and all its agents and representatives (the INVOLVED PARTIES) ALL AGREE that NO TERMS AND CONDITIONS FROM ANY OTHER such document or form, or any purchase orders, work orders, vouchers, tickets, or other such document, process or number shall apply to this contract or to any contract parties (or any agents or representatives), or to any work performed at or related to the Project. The INVOLVED PARTIES specifically waive, cancel, dismiss, and reject any terms and conditions from or associated with any other such document, form, purchase orders, work orders, vouchers, tickets, or other such document, process, or number that is provided by Contracting Officer (or its agents or representatives); ONLY accurate scope of work and pricing from such documents, forms, purchase orders, work orders, vouchers, tickets, or other such document shall apply. Additionally, Contractor specifically reserves the right to charge and Contracting Officer agrees to pay, separate administrative processing fees to Contractor for any administrative work on the part of the Contractor due to reviewing, using, processing, tracking, invoicing, or obtaining a purchase order, work order, voucher, ticket, signature, or other such document, process, or number, or other item (FEES ARE NOT INCLUDED in quoted contract price). Contractor reserves the right to reject or modify any process, procedure, or system related to: invoicing, purchase orders, work orders, vouchers, tickets or other such document, process, or number, or to obtaining a signature(s) or other item.**

14) Other than receipt of an original, signature of this contract may be sent by facsimile (with confirmation by transmitting machine) and/or the signed contract transmitted by portable document format ("pdf") file or like format, which shall be treated as an original signature, and any such signature, facsimile, pdf file or like format, or copy of this signed contract shall be construed and treated as the original and shall be binding as if it were the original.

15) At the sole discretion of Contractor, Contractor reserves the right to suspend services at any time, without penalty or liability, if payments are not received in a timely manner (as determined by Contractor) from Contracting Officer. Contractor shall notify Contracting Officer in writing of Contractor's decision to suspend services. Services shall remain suspended, at the sole discretion of the Contractor, or until such time as Contracting Officer's past due invoices are paid in full. Contractor's decision to suspend services (or not to suspend services) does not limit, in any way, other rights or remedies of Contractor herein or available at law or in equity. Contracting Officer agrees that it is responsible and liable for full payment of materials (acquired or installed) and payment of any performed work.

16) If any provision of this contract is determined to be unenforceable or invalid for any reason, then the unenforceable and/or invalid portion shall be deemed conformed to the minimum requirements of law to the extent possible. In addition, all other terms, conditions, and provisions of this contract shall not be affected and shall continue to be enforceable and valid to the fullest extent permitted by law.

17) The failure to enforce at any time or for any period of time, any of the terms or conditions of this contract shall not be construed as a waiver thereof nor of the right to demand enforcement at a later date.

18) This contract shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law. The parties agree that sole venue shall be in the state and federal courts located in the State of Colorado and each party hereby consents to jurisdiction of such courts over itself in any action relating to this contract.

19) If a master contract document other than this Landscape Maintenance Contract is to be used to contract for the services, said other contract document and all associated and linked documents referred to by that contract must be reviewed by Contractor (All Phase Landscape). Once the contract document and all associated and linked documents are provided to Contractor, a minimum of 20 DAYS is required to review and endeavor to negotiate a final contract. Contractor may also require that a separate administrative review FEE be paid prior to and for review of any such contract document and any associated and linked documents. The contract amount of this proposal is subject to change if additional fees, bonds, or other costs are added by Contracting Officer entity, Owner, or managing agent after All Phase has provided this proposal.

20) The contract price is subject to change unless the contract is signed by both parties no later than thirty (30) days after the Period of Work start date (defined in Section 1 above).

21) Contractor may add a Fuel Surcharge to any invoice at the time of billing.

22) The signers below represent that they are authorized to sign this document and that they have the authority to bind the entity (including the Owner of Project) that they are signing for.

23) Any changes to this Contract must be clearly pointed out and highlighted in writing to Contractor. Said changes are null and void unless Contractor specifically initials next to each change to show its approval.

**This contract is acknowledged and accepted by:**

PLEASE ALSO INITIAL ALL OTHER PAGES

**Contracting Officer:**

**Contractor: All Phase Landscape Construction, Inc.**

X  
Sign: \_\_\_\_\_

Sign: \_\_\_\_\_  
All Phase Landscape Construction, Inc.

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

**- Signature page -**





## **EXHIBIT B – SPECIFICATIONS**

Although listed Basic Services are standard on most contracts, the 'Exhibit A- Services and Prices' page will clarify those services accepted by Contracting Officer and to be provided by Contractor (All Phase Landscape). **ONLY THOSE BASIC SERVICES THAT ARE CLASSIFIED AS "included" (and not "T&M") on the 'Exhibit A- Services and Prices' page are to be provided by the Contractor under this contract. Only the additional services with a quoted price that are INCLUDED in the scheduled monthly billings on the 'Exhibit A- Services and Prices' page, will be scheduled by the Contractor. Special exceptions/inclusions may also be noted in the "Comments" section of the 'Exhibit A- Services and Prices' page. Other additional services can be scheduled if requested, and billed upon completion of work. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.**

### **A. LAWN AND GROUND MAINTENANCE (pet waste pickup is NOT included)**

- 1) All blue grass and irrigated native seed areas to be mowed as necessary (max. weekly and weather permitting), to promote overall appearance of the Lawn. No credit will be given for missed mows due to any circumstances beyond the control of the Contractor (e.g. weather). Cutting height will be approximately 3 (three)– 4 (four) inches. Ground trash will be picked up and removed at each mowing.
- 2) All cuttings will be removed from sidewalks, driveways and curb areas after each mowing.
- 3) Edging of all sidewalks will be done monthly during the growing season months (April through October) that are included in the Period of Work (any alternate requested frequencies included in the contract will be noted on the 'Exhibit A- Services and Prices' page).
- 4) Trimming will be done as necessary to maintain a well-groomed appearance.

### **B. TREE AND SHRUB MAINTENANCE**

- 1) Pruning consists of one major pruning during the growing season and minor containment pruning throughout contract period (any alternate requested frequencies included in the contract will be noted on the 'Exhibit A- Services and Prices' page). Shrubs will be pruned to provide an aesthetically pleasing appearance and to prevent a potentially hazardous condition. Suckers will be controlled as needed. Other pruning, such as winter pruning, can be provided upon request and will be billed as directed on the 'Exhibit A- Services and Prices' page.
- 2) The health of all trees and shrubs will be monitored on a regular basis. Recommendations will be made for the proper treatment of any damaging pest problems. Unless a price is included in monthly billings on the 'Exhibit A- Services and Prices' page, all pesticide treatments are an additional optional service. If pesticide treatments are needed, services are billed as specified on the 'Exhibit A- Services and Prices' page or as per separate bid provided by Contractor and approved by Contracting Officer.
- 3) Weeds will be controlled in shrub beds and planter areas with chemicals and hand weeding. Every effort will be made to control grasses and weeds that are growing directly in the shrubs and ground cover. However, control of these weeds and grasses is not guaranteed.

### **C. TURF FERTILIZATION**

- 1) Applications of fertilizer will be applied (frequencies noted under Basic Services) at the rate of a minimum of 1 pound of nitrogen per 1000 square feet per application. All Phase Landscape is licensed for chemical application by the State of Colorado Department of Agriculture. Contractor may also subcontract to another licensed chemical applicator for this service. In any case, Contractor will guarantee the utilization of accepted industry standards of safety in the use and application of chemicals.
- 2) Turf disease and/or insect problems will be brought to the attention of the Contracting Officer. Turf disease and/or insect treatment is NOT included in Basic Services. A separate proposal for treatment will be provided when necessary or the work will be billed on a Time and Materials basis when approved by Contracting Officer.

### **D. TURF BROADLEAF WEEDS (Weed control does not include noxious, invasive, or hazardous plant material.)**

Contractor applies weed control according to industry standards. Treatment usually consists of one (1) full coverage application of pre-emergent, one (1) complete application of post-emergent, and spot spraying throughout growing season.

### **E. IRRIGATION MAINTENANCE**

- 1) Activation of the irrigation system is accomplished in the Spring / winterization (done with use of air compressor) is accomplished in the Fall.
- 2) The irrigation system will be monitored on a regular basis during the Period of Work to ensure proper operation of the system. This is more specifically defined as the monitoring of valves for proper operation, minor adjustment of irrigation heads to insure proper coverage, and the adjustment of irrigation watering times to maintain a pleasing turf appearance. Water conservation is important and every effort will be made to regulate water consumption. Adjustments and repairs of the system due to regular wear and tear or due to vandalism or any special requests outside of the regular schedule are NOT included in Basic Services and will be billed on a Time & Material basis. Contractor will make these adjustments and repairs or will do special requests, and will bill Contracting Officer.
- 3) Contractor is responsible to repair damages caused by the Contractor, subject to all provisions in the General Terms and Conditions of the Landscape Maintenance Contract. An improperly installed system, including improperly installed irrigation heads, will NOT be the Contractor's responsibility. Such repairs or resetting of the system will be billed by the Contractor on a Time & Material basis. Contractor will NOT be responsible for damages caused by malfunctions of the irrigation system; all necessary repairs to the system will be made to bring the system up to operating condition and will be billed on a Time & Materials basis.
- 4) Contracting Officer must communicate any emergency or time sensitive irrigation issues (especially anything related to running water) to the Contractor in a timely and concrete manner (Notice). Emails, emailed work orders, voice messages, and texts are NOT timely or concrete Notice for time sensitive issues unless a quick response is received from Contractor. Contracting Officer must either receive a quick response or speak with someone from All Phase Landscape in a timely manner to ensure that Contractor knows about the issue. Contractor assumes no liability related to untimely or non-concrete notice of emergency or time sensitive issues. Emergency response = within 24 hours of Notice.
- 5) All repairs and adjustments made to the Irrigation system will be billed to the Contracting Officer and not to any third parties.

### **F. NO THIRD PARTY BILLING** - Contractor will NOT bill third parties. Contracting Officer is responsible for payment.

**G. WARRANTY** - Contractor warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

H. **SURCHARGES** – Contractor may add a **fuel surcharge** to any invoice at the time of billing.

I. **Snow services are NOT provided for under this contract.** A separate Snow Moving Agreement proposal with its own rates, may be provided upon request, subject to the discretion of the Contractor.



PLEASE INITIAL:

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Contracting / date  
Officer

\_\_\_\_\_  
Contractor / date  
(All Phase Landscape)

Page 5 of 7

Attachment I

Other Additional Services Available

Additional Services can be included in your landscape maintenance contract or performed upon request and acceptance of a separate proposed price. Additional Services performed by All Phase Landscape (Contractor), whether included in the scheduled monthly billings or performed and billed separately, are subject to the 'General Terms and Conditions' of the Landscape Maintenance Contract (Contract). ONLY THE ADDITIONAL SERVICES WITH A QUOTED PRICE THAT ARE INCLUDED IN THE SCHEDULED MONTHLY BILLINGS ON THE 'EXHIBIT A-Services and Prices' PAGE WILL BE SCHEDULED BY THE CONTRACTOR.

Other additional services can be scheduled if requested and will be billed upon completion of work. All Phase Landscape will NOT bill third parties. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.

AERATION AND PROPERTY CLEAN-UPS

- \* All turf areas should be aerated at least once per year with a core aerator. Plugs are left to breakdown and return nutrients to the soil. Contractor is not responsible for damage to pipe or utilities that may be buried. However, Contractor will take responsibility for damage to irrigation heads due to its aeration operations (subject to the damage provisions under Section 7 of the Contract).
\* Spring Clean-up and/or Fall Clean-up performed to remove debris from all turf areas and accessible beds. A Fall Clean-up would be performed at some time between Oct. 15th and Dec. 23rd, depending on weather conditions and the contract Period of Work.

WINTER PROGRAM

- \* A Winter Policing program includes minor trash/debris removal on a scheduled basis in Turf and ornamental areas (excludes parking lots and native areas), weather permitting, during the period from November 1st to March 31st (and subject to contract Period of Work).
\* Tree wrap of small deciduous trees in the Fall. Unwrap of trees in the Spring.
\* Winter Watering of turf, trees and/or shrubs during dry winter seasons.
\* Winter pruning will be provided if a price is included in monthly billings on the 'Exhibit A-Services and Prices' page, and will include cutting of grasses and removal of old and dead canes in shrubs. Trees less than 14 feet tall will have broken or damaged limbs removed and lower limbs will be skirted where needed. No shaping of shrubs is performed during winter pruning.
\* Contractor is available to assist with the preparation / formulation of landscape plans for the winter and following year growing season.

MISCELLANEOUS ADDITIONAL SERVICES

- \* All Phase Landscape is available for miscellaneous additional services such as: landscape & irrigation installation, application of a wetting agent, hardscaping projects, site development, install of rain or moisture sensors, mapping irrigation systems, install of remote controller upgrades to controllers, or any other service that can be successfully undertaken for the benefit of our clients. Irrigation backflow testing can be requested. In order to schedule a backflow test, Contractor must be provided the backflow test due letter from the City or Water Dept. in a timely manner (at least 2 weeks prior to due date). Contractor assumes NO liability whatsoever due to untimely test requests.

WARRANTY

- \* Contractor WARRANTS all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

SNOW - NOT APPLICABLE

Snow moving services are NOT provided for under this contract. A separate Snow Moving Agreement proposal with its own rates, may be provided upon request, subject to the discretion of the Contractor.

Rates for Time & Materials (T&M) work

SEE PAGE 7 for hourly rates and see below for additional T&M information

All time for T&M work is hourly and based on a 40 hour work week. Any work over the 40 hours of All Phase Landscape payroll for any employee or subcontractor or work done on Holidays will be billed at 1 1/2 times the normal rate. Services performed "after hours" will also be billed at 1 1/2 times the normal rate (with the exception of emergency irrigation repair which is billed as stated on page 7). "After hours" rates apply to any service requested to be done on weekends or service that is done between the hours of 6:00 pm and 7:00 am on any week day. "After hours" work requests should only be made to prevent damage to persons or property, or to stop continuously running water. Material rates are not included in labor rates and are determined at time of service. The minimum charge is 1 hour, plus materials. Contractor will NOT invoice third parties. Contractor may add a fuel surcharge to any invoice at the time of billing. Multi-year / multi-season contracts: hourly rates and backflow tests are subject to change at each annual/seasonal anniversary date. If backflow testing is requested, Contractor will bill for test + any needed repairs to pass + fees.

Damages - Contractor has first right to repair damages caused by Contractor.

Third Parties - Contractor will NOT invoice third parties.

X PLEASE INITIAL: [Signature Line] / [Signature Line]
Contracting / date Officer Contractor / date (All Phase Landscape) Page 6 of 7



# ALL PHASE LANDSCAPE

## TIME & MATERIALS EQUIPMENT and LABOR RATE SHEET

EQUIPMENT ( Includes Operator )	HOURLY RATE
<b>Trucks / Trailers:</b>	
One Ton Pickup	\$ 101.00
Truck – 2 ton, Flatbed, Dump	\$ 151.00
Water Truck	\$ 152.00
Water Trailer	\$ 92.00
Trailer	\$ 91.00
Dump Trailer	\$ 116.00
Chemical Spray Truck	\$ 101.00
<b>Tractors / Loaders:</b>	
Grading Tractor 50HP	\$ 136.00
Grading and Tilling Tractor 100HP	\$ 146.00
Wheel Skid Steer	\$ 129.00
Compact Track Skid Steer	\$ 151.00
Backhoe	\$ 166.00
2-1/2 – 3 Yard Loader	\$ 226.00
<b>Pullers / Trenchers:</b>	
Maxi Sneaker Puller	\$ 96.00
Trencher – Small	\$ 134.00
Trencher – Large	\$ 158.00
Mini Excavator	\$ 141.00
<b>Mowers:</b>	
Mower 48"	\$ 91.00
Brush Hog – 6' Mower	\$ 131.00
Batwing Mower	\$ 166.00
<b>Other Miscellaneous Equipment:</b>	
Jumping Jack Tamper	\$ 91.00
Misc. Small Equipment (string trimmer, blowers, chain saw, etc.)	\$ 81.00
Sod Cutter	\$ 91.00
Barretta Rototiller	\$ 106.00
Motor Buggy/Motorized Wheel Barrow	\$ 101.00
Compressor with attachments	\$ 141.00
Chipper	\$ 149.00
Boring – Missile or Directional Bore (4" or smaller)	\$ 156.00

EQUIPMENT ( Includes Operator )	HOURLY RATE
<b>Large Trucks:</b>	
Tandum Dump Truck 15 ton	\$ 125.00
Delivery Semi Truck & Trailer	\$ 150.00
End Dump Semi Truck 25 ton	\$ 150.00
<b>Unit Pricing per Function</b>	
Potholing in asphalt (per hole)	\$ 385.00
Potholing in dirt (per hole)	\$ 275.00
<b>LABOR (all rates are per hour)</b>	
Executives	\$ 175.00
Director of Operations	\$ 150.00
Project Manager / Account Manager	\$ 100.00
Superintendent	\$ 85.00
Arbor Specialist ( Climber )	\$ 71.00
Job Foreman	\$ 66.00
Operator	\$ 66.00
Laborer	\$ 50.00
Sprinkler Technician	\$ 71.00
Emergency Sprinkler Repair (Portal to Portal)	\$ 121.00

- \* Material rates are not included in labor or equipment rates and are determined at time of service.
- \* All rates are to be billed portal to portal.
- \* Labor rates are for work up to 40 hour per week. Any work over 40 hours, Monday-Friday, or work on Holidays, will be charged at 1.5 times the normal rate. Labor performed "after hours", will be billed at 1.5 times the normal rate. "After hours" applied to work performed on weekends or between 6:00 pm to 7:00 am on any week day. "After hours" work requests should only be made to prevent damage to persons or property, or to stop continuously running water.
- \* The minimum charge for "Time and Materials" work is 1 hour, plus materials.
- \* Contractor may add a fuel surcharge to any invoice at the time of billing
- \* Multi-year / multi-season contracts: hourly rates and backflow test rates are subject to change at each year/seasonal anniversary date.
- \* If requesting a backflow test, Contractor must be notified and provided applicable paperwork in a timely manner to allow ample time for scheduling. Contractor assumes no liability whatsoever due to untimely test requests.
- \* Rates do not apply to snow removal as snow services must be contracted on a separate agreement. A snow proposal with its own rates, may be provided upon request, subject to approval by Contractor.
- \* All Phase Landscape will not invoice third parties.
- \* All work is subject to the one (1) year All Phase Landscape Limited Liability Warranty (LLW), dated 10/1/20; copy available upon request.
- \* Contracting Officer or Owner or their representative(s) or managing agent(s) and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available upon request) for additional services, unless both parties agree in writing to an alternate approval process.

PLEASE INITIAL: \_\_\_\_\_ / \_\_\_\_\_  
Contracting / date  
Officer
Contractor / date  
(All Phase Landscape)



DENVER HIGH POINT at DIA METROPOLITAN DISTRICT

[landscape maintenance service areas, as highlighted]

(green) = sod and beds

(orange) = pond area

(7P) 8/9/2021

HIGH POINT OWNERSHIP & MAINTENANCE MAP

OWNERSHIP & MAINTENANCE LEGEND

OWNERSHIP	MAINTENANCE
- CITY & COUNTY OF DENVER/CITY & COUNTY OF DENVER	- CITY OF AURORA/AUR
- CITY & COUNTY OF DENVER/METRO DISTRICT	- CITY & COUNTY OF DENVER/INR
- HOME OWNER/HOME OWNER	- MASTER ASSOC./ MASTER ASSOC.
- INR/INR	- CITY OF AURORA/CITY OF AURORA
- METRO DISTRICT/METRO DISTRICT	- CITY OF AURORA/METRO DISTRICT

- COMMERCIAL SOLD PROPERTY	- METRO DISTRICT TRACT
- TEMPORARY SCHOOL SITE	- MASTER ASSOCIATION TRACT
- METRO DISTRICT/SCHULTZ 1YR. MAINTENANCE	

- SPLIT 3 RAIL FENCE
- BLOCK WALL
- UNDER DRAIN
- RETAINING WALL
- SNOW REMOVAL ON WALKS



## ***SNOW MOVING AGREEMENT***

- 1) This agreement, dated **August 9, 2024**, is made by and between **Denver High Point at DIA Metropolitan District (Contracting Officer) c/o Silverbluff Companies (Authorized Agent)** and **All Phase Landscape Construction, Inc. (All Phase)**. The term of this agreement shall be in effect for the period of **10/1/2024 – 9/30/2025**. Services shall be performed at a site known as **Denver High Point at DIA Metropolitan District** located at **64<sup>th</sup> Ave. and Dunkirk Street, Denver, CO. 80249** (see snow service areas as highlighted on snow map dated 8/12/2021). All Phase shall provide the services of this agreement in a workmanlike manner and to the reasonable satisfaction of Contracting Officer and shall perform services according to accepted industry standards. All labor, equipment and materials will be furnished by All Phase, whether by All Phase or subcontractor.
- 2) Contracting Officer may be represented by an authorized and disclosed Agent. From the outset of this project the Authorized Agent is **Silverbluff Companies. Silverbluff Companies.** is an authorized and disclosed agent of the Contracting Officer. All Phase may rely upon any representations or direction by the Authorized Agent of the Contracting Officer as if same had been made by the Contracting Officer. It is acknowledged by all parties that Contracting Officer may change the designated Authorized Agent during the project. In the event of said change in Authorized Agent, Contracting Officer has an obligation to notify All Phase in writing of any such change, however, once All Phase discovers that Contracting Officer has a new Authorized Agent, whether or not All Phase is notified in writing, All Phase may rely upon any representations or direction by the new Authorized Agent as if same had been made by Contracting Officer.
- 3) **Contracting Officer and any of its representatives and agents, including any Authorized Agent, specifically agree to INDEMNIFY, DEFEND, and HOLD HARMLESS All Phase, its employees and its agents, including its subcontractors (collectively “Contractor Indemnitees”),** for, from and against any and all claims, suits, damages, injuries, losses, and expenses, including third party claims, and including but not limited to attorney fees and court costs that occur as a result of or are directly related to the performance of work by Contractor Indemnitees under this agreement including but not limited to claims that allege any injury or property damage for incidents that occur as the result of snow, snow removal, ice, slush and /or water from melting snow or refreezing. Contracting Officer, however, shall not be obligated under this agreement to indemnify, defend, or hold harmless to the extent that Contractor Indemnitees are negligent or responsible for omissions in the cause of said claims, suits, injuries, losses, expenses or property damage. Absent negligence on the part of All Phase, its employees, its agents, or subcontractors, All Phase assumes no liability. **Contractor Indemnitees shall not be responsible or liable for anything related to thaw/freeze conditions. This agreement is subject to C.R.S. 13-21-129.** The Contracting Officer and All Phase shall be responsible to investigate all claims.
- 4) Contracting Officer must notify All Phase in writing of any property damage alleged to have been caused by All Phase or its subcontractor within thirty (30) days of event of said damage. If All Phase *is not* notified in writing by Contracting Officer within thirty (30) days of event of said damage, neither All Phase nor its subcontractor will be held liable for said damage. If All Phase *is* notified in writing within thirty (30) of event of said damage, Contracting Officer and All Phase will investigate the claim. All Phase will present the findings and conclusion of its investigation to Contracting Officer. If such investigation determines that All Phase or its subcontractor is clearly responsible for said damage, All Phase will be responsible to remedy said damage but only to the extent that All Phase or its subcontractor has been negligent in the cause of said damage. In such case, All Phase will be given the first opportunity to remedy applicable damages within a reasonable time frame. If the Contracting Officer disagrees with the findings and conclusion of the All Phase investigation, Contracting Officer must notify All Phase in writing within fifteen (15) days of All Phase’s presentation of its findings and conclusion to the Contracting Officer. If All Phase *is not* notified within fifteen (15) days of All Phase’s presentation of its findings and conclusion to the Contracting Officer, the Contracting Officer will accept All Phase’s findings and conclusion as final and binding and the Contracting Officer SHALL SPECIFICALLY WAIVE THE RIGHT to pursue any other alternate resolution or claim. If Contracting Officer *does* notify All Phase in writing of its disagreement with the findings and conclusion of All Phase’s investigation within said fifteen (15) days, and parties are unable to come to an agreement as to responsibility for damage, the parties shall proceed pursuant to Section 8 below. All Phase is not responsible for damages caused by Acts of God (e.g. storm damages from snow, wind, hail, etc.), vandalism, the negligent acts (active or passive) or omissions of others, or any other claims not directly attributable to its work.

X

\_\_\_\_\_  
Initials: Contracting / Date  
Officer

\_\_\_\_\_  
Initials: All Phase/ Agreement Effective Date



5) Services performed will be invoiced and billed upon completion of work. Contracting Officer agrees to pay invoices in full to All Phase within thirty (30) days of the invoice date. Contracting Officer agrees to pay 12% interest on any outstanding balance on invoices not paid within thirty (30) days of invoice date. **All Phase must be notified in writing of any dispute of services rendered and/or the billing of any services (or any dispute of a portion of the services or billing) within forty-five (45) days of invoice date. If All Phase is not notified in writing within said forty-five (45) days, the Contracting Officer SPECIFICALLY WAIVES THE RIGHT to dispute the services and/or billing and agrees to pay the full amount of the invoice.** If only a portion of the services and/or billing of services is disputed on any invoice, Contracting Officer agrees to pay the undisputed portion of the invoice within thirty (30) days of invoice date and provide written notification to All Phase of disputed portion within the dispute time frame and per the terms noted above. Contracting Officer agrees to pay any and all expenses, including but not limited to attorney fees, accrued by All Phase for the collection of any past due amounts owed. All Phase will not be required to bill or collect from a third party for any product or any work performed pursuant to this agreement, or otherwise done for the benefit of the site. Contracting Officer agrees that it is responsible and liable for full payment of any performed work and of applied or provided product materials. Invoices, payments, and all correspondence shall be mailed, faxed or emailed to:

<b>All Phase Landscape Construction, Inc.</b>	<b>Denver High Point at DIA Metropolitan District</b>
<b>16080 E. Smith Rd.</b>	<b>c/o Silverbluff Companies</b>
<b>Aurora, Co. 80011</b>	<b>P.O. Box 3603, Parker, CO. 80134</b>
<b>Phn: 303.360.0606 / Fax: 303.360.7979</b>	<b>Phn: 303.638.9553 /// Fax: 303.484.8219</b>
<b><u>chelmuth@allphaselandscape.net</u> or <u>mfisher@allphaselandscape.net</u> ,</b>	
<b><u>Tlaudick@SilverbluffCompanies.com</u>, or other accepted All Phase e-mail address or Contracting Officer address, e-mail address or fax.</b>	

- 6) At its own expense, All Phase will maintain for the duration of term of this agreement, its General Liability Insurance, Automobile Liability Coverage and Workman’s Compensation Insurance. All Phase will provide insurance certificate(s) to the Contracting Officer upon request, as evidence of this coverage. Any special insurance requests outside All Phase’s standard insurance coverage (as determined by All Phase), may be provided, at All Phase’s discretion, and may cost the Contracting Officer an additional fee.
- 7) Either party may terminate this agreement with or without cause, upon written notice to the other party. Final payment upon termination: Final invoices for snow services will be determined by All Phase within thirty (30) days of the last day snow services are provided and Contracting Officer agrees to pay all final invoices and all other unpaid invoices within ten (10) days of the final invoice date or within ten (10) days of the termination effective date, whichever is later.
- 8) Except in the case of a mechanic's lien, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled as per the following process: a) parties will make every effort to meet and resolve the issue between themselves, b) if unable to resolve in meeting between themselves, then by non-binding mediation, c) if unable to resolve by non-binding mediation, then by binding arbitration. The decision to enter into such arbitration shall be initiated by either party of this Agreement. The substantially prevailing party in any arbitration or litigation shall also be awarded the amount of their attorney fees and any reasonable costs incurred in the arbitration or litigation and shall also collect unpaid invoice balances and the interest on unpaid invoice balances.
- 9) This agreement shall be governed by and construed in accordance with laws of the State of Colorado, without regard to principles of conflicts of law. The parties agree that sole venue shall be in the state and federal courts located in the State of Colorado and each party hereby consents to jurisdiction of such courts over itself in any action relating to this agreement.
- 10) If any provision of this agreement is determined to be unenforceable or invalid for any reason, then the unenforceable and/or invalid portion shall be deemed conformed to the minimum requirements of law to the extent possible. In addition, all other terms, conditions, and provisions of this agreement shall not be affected and shall continue to be enforceable and valid to the fullest extent permitted by law.

 \_\_\_\_\_  
 Initials: Contracting / Date  
 Officer

\_\_\_\_\_  
 Initials: All Phase/ Agreement Effective Date



11) **Services / Products Requested Specifications:** Please **MARK** either "yes" or "no" **FOR ALL ITEMS** to show what services the Contracting Officer would like performed and what products Contracting Officer would like applied at the site (as per specifications chosen and defined below). If a service is marked "yes", please **CIRCLE** the minimum depth for that service. **SERVICES / PRODUCTS THAT ARE NOT MARKED (LEFT BLANK) will NOT be provided.**

**SERVICES: \*\***

Clear sidewalks : \_\_\_\_\_ / \_\_\_\_\_ - after a minimum snow accumulation depth of: (please circle): \*\*  
                          Yes      /      No  Less than 1"      1"      2"      3"      4"      5"      6"

Plow parking lots : \_\_\_\_\_ / \_\_\_\_\_ - after a minimum snow accumulation depth of: (please circle): \*\*  
                          Yes      /      No  Less than 1"      1"      2"      3"      4"      5"      6"

=====  
Shovel individual  
resident driveways: \_\_\_\_\_ / \_\_\_\_\_ - after a minimum snow accumulation depth of: (please circle): \*\*  
                          Yes      /      No  Less than 1"      1"      2"      3"      4"      5"      6"

**OR**

Plow individual  
resident driveways: \_\_\_\_\_ / \_\_\_\_\_ - after a minimum snow accumulation depth of: (please circle): \*\*  
                          Yes      /      No  Less than 1"      1"      2"      3"      4"      5"      6"

**PRODUCTS OPTIONS:\*\***

**On Pedestrian Sidewalks (sidewalks):**

\_\_\_\_\_ / \_\_\_\_\_  
Yes          /          No

Product used is **industry standard icemelt**. Product will NOT be applied on pedestrian sidewalks unless the service to 'clear sidewalks' is also chosen above and then, only after the minimum depth chosen above is reached to initiate services to 'clear sidewalks' (or as specified in 'Special Instructions' of Section 11 or as specially requested by Contracting Officer or Authorized Agent).

**On Vehicular / Parking Lots:**

\_\_\_\_\_ / \_\_\_\_\_  
Yes          /          No

Product used is **industry standard granular chemical product**. Product on parking lots is provided ONLY if the service to 'plow parking lots' is also chosen above and then, only after the minimum depth to initiate the service to 'plow parking lots' is reached (or as specified in the 'Special Instructions' of Section 11 or as specially requested by Contracting Officer or Authorized Agent).

=====  
**On Vehicular individual RESIDENT Driveway(s):**

\_\_\_\_\_ / \_\_\_\_\_  
                          Yes          /          No

Product used is **standard icemelt**. Product will NOT be applied on individual resident driveways unless the service to plow or shovel individual resident driveways is also chosen above and then, only after the minimum depth chosen above is reached to initiate services to shovel or plow individual resident driveways (or as specified in 'Special Instructions' of Section 11 or as specially requested by Contracting Officer or Authorized Agent).

Section 11 continues on next page

11) (cont.)

**Post-storm service: site check and ice removal/remediation:** \_\_\_\_\_ / \_\_\_\_\_

Yes

No

(option available only if minimum snow accumulation depth of 2 INCHES OR LESS is chosen above).

POST-STORM SERVICE OPTION IS AVAILABLE ONLY IF THERE IS A MINIMUM ACCUMULATION DEPTH OF TWO INCHES OR LESS chosen on page 3. The Post-storm service option is NOT available and will not be provided for any site that has a chosen depth of over 2 inches. If the Post-Storm service option is allowed and is marked "yes", then Post-storm service shall BE PROVIDED AFTER A STORM EVENT ONLY IF THE MINIMUM SNOW ACCUMULATION DEPTH CHOSEN ABOVE IS REACHED DURING THAT STORM EVENT and only if initial shoveling and/or plowing services have been performed by All Phase. After initial services are completed for a storm event, All Phase will return to the site to perform post-storm service within 24 – 48 hours after the end of the storm event, unless Contracting Officer requests a sooner post-storm visit in writing to All Phase (as scheduling allows). The post-storm service window shall end immediately upon arrival of a new storm event. The post-storm service includes a site check and upon observance, if needed, ice removal/remediation. All Phase will be limited on the types of post-storm services it can provide, choosing from ONLY THOSE SERVICES MARKED YES" by Contracting Officer ON PAGE 3. Post-storm services are available as scheduling allows. After initial post-storm check, on-going monitoring of a site is not provided unless the Contracting Officer makes a request in writing to All Phase that it provide on-going monitoring for any given storm. A written request for on-going monitoring of the site must be provided for EACH storm, when desired. All Post-storm services are billable.

If Post-storm service: site check and ice removal/remediation is marked "No", then Post-storm service would only be provided upon written request from Contracting Officer to All Phase, for any given storm event. All Phase will endeavor to provide the requested service within 24 - 48 hours of the written request but time frame is subject to the scheduling ability of All Phase. All Post-storm services are billable.

ANY extra SERVICES REQUESTED OUTSIDE THE SERVICES and SPECIFICATIONS and depths CHOSEN ABOVE ON PAGE 3 ARE CONSIDERED "on-call" services and will be provided upon written request to All Phase. Such services shall be provided subject to weather conditions and to the scheduling convenience of All Phase. There shall be NO liability assumed by All Phase for the time frame in which on-call services are provided and no liability assumed in any way by All Phase for last minute directives that Contracting Officer (or its Agent) make during any storm.

**Special Instructions - or Additions to services requested (for more space, please continue on a separate sheet):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*\* Weather conditions permitting: requested snow moving services and application of requested products shall be as early as possible to facilitate work traffic but work operations are dictated by storm time and weather conditions.**

12) If sidewalk services are requested in Section 11, All Phase shall provide hand or machine (at discretion of All Phase, based on its available resources) removal of snow from all main access sidewalks (or as designated by Contracting Officer specs). Walkways to swimming pools and other summer facilities will NOT be cleared. If requested in Section 11, plowing services will be provided and will be accomplished by mechanically pushing snow to side boundaries and/or windrows as directed by Contracting Officer. Contracting Officer shall be responsible for the removal of all vehicles from parking lot areas so that All Phase can properly and efficiently operate plowing equipment. If vehicles are not removed by the time of plow operations, All Phase shall be obligated to plow only those areas available and open for the safe use and operation of snow moving equipment. All Phase will not plow or clear a single parking space if a car (or cars) are parked on either side and will not plow a parking space that is within 5 feet of another vehicle. All Phase will not clear (shovel or plow) snow between vehicles.

13) If the services and products are requested in Section 11, requested products will be applied as per product manufacturer's recommendations and as per minimum depths to initiate services in Section 11 and other perimeters specified by Contracting Officer in Section 11. If All Phase applies a product, the clean-up of product is not included in the application price. Clean-up services are billed at a separate Time and Materials price. All Phase

X \_\_\_\_\_ / \_\_\_\_\_  
Initials: Contracting / Date  
Officer

\_\_\_\_\_ / \_\_\_\_\_  
Initials: All Phase / Agreement Effective Date

**uses the safest snow melting products for all surfaces, including concrete, however, all such products that create a thaw/freeze affect can be harmful to surfaces, including concrete. All Phase will not be liable for any damage to any surfaces due to the use of any ice melting type products.**

- 14) If plowing services are provided, it shall be the Contracting Officer's responsibility to clearly define and mark boundaries in the areas to be plowed. All Phase will exercise every caution so as to prevent property damage by plowing equipment. During blizzard conditions, however, larger equipment may need to be mobilized and Contracting Officer acknowledges that damage may likely be caused by use of this equipment. Contracting Officer will not hold All Phase liable for such damage during blizzard conditions unless All Phase has been **grossly negligent**. Claims for such damage are also subject to conditions and procedures in Section 4 above.
- 15) Snow services during major snowfalls will be modified and will be determined based on weather conditions, road conditions, and scheduling availability. For initial services and ongoing operations during major snowfalls: a) only entryways and drive lanes will be plowed open; b) All Phase will not guarantee that vehicles will not be plowed in; c) When clearing sidewalks, All Phase will shovel only 1 shovel width on sidewalks; d) All Phase will return later, as it is able, to clear more snow; e) All Phase assumes no liability related to the timing in which services and products are provided during major snow storms. A major snowfall is generally defined as 6 (six) inches or more of snowfall within a 24 hour period that disrupts traffic, accessibility, and scheduling so as to delay or affect the ability to provide normal scheduled performance.
- 16) Snow accumulation depth measurements are determined by measuring snow depth on the north side of a site and/or measuring high traffic areas first. All Phase will endeavor to check depth at 2 - 3 places on the site. When accumulation depth is determined to have met the site snow specifications, the site is serviced as per specifications.
- 17) Contracting Officer agrees to pay for services and products at the following Time and Material rates.

**SERVICES / HOURLY RATES (does not include product):**

Labor - Shovel	\$66.00/hr	Pickup Truck hauling product	\$105.00/hr
Snow Blower *	\$85.00/hr	Truck with Mechanical spreader	\$123.00/hr
ATV with Blade *	\$111.00/hr	Compact Track Skid Steer	\$233.00/hr
Snowplow (no wings)	\$123.00/hr	Large Loader (2 ½ - 3 CY. bucket)	\$286.00/hr
Snowplow with wings	\$137.00/hr	Skid Steer with wheels (¾ CY.)	\$155.00/hr
Dump Truck 6 CY	\$209.00/hr	Granular chemical product (by hand)	\$66.00/hr
Snowrator *	\$165.00/hr		

\* Snow blower, ATV, and/or Snowrator use, if requested, is not guaranteed. Use depends on mobilization ability due to weather, road, availability, and scheduling conditions.

**PRODUCT PRICING (labor and equipment not included. Please see Section 19 for additional information):**

Sidewalks: Industry standard Icemelt - \$ .82 cents per lb.  
Parking lots/driveways: Granular chemical product - \$ 296.00 per ton

**MINIMUM CHARGES:**

- One (1) hour of associated service (whatever service is provided or performed) + any applied product.
- Mobilization of heavy equipment = \$300.00 minimum charge per time (Heavy equipment = Large Tractor, Large Loader, Skid Loader)
- On-Call services – Any site visit = One (1) hour of associated service (whatever service is provided or performed) + any applied product.

**HOLIDAY RATES:**

Services performed on Thanksgiving Day, Christmas Day, New Years Day, and/or Easter will be billed at DOUBLE THE NORMAL RATE.

**FUEL SURCHARGE:**

Contractor may add a fuel surcharge to any invoice at the time of billing.

- 18) TRAVEL TIME – Travel time will be billed.

X

\_\_\_\_\_  
 Initials: Contracting / Date  
 Officer

\_\_\_\_\_  
 Initials: All Phase/ Agreement Effective Date



- 19) Additional Product Information - Products selected by the Contracting Officer in Section 11 may become unavailable due to conditions beyond the control of All Phase. When product supplies are compromised, different products may be used without notice if deemed critical to the safety of the site. All Phase will attempt to notify customers when this situation prevails, but no financial compensation will be provided to the Contracting Officer when products have to be substituted. If different products are substituted, additional clean up services that are requested by Contracting Officer as a result of All Phase using different products will be billed as an extra charge at the rates listed in Section 17.
- 20) In rare cases, the Contracting Officer may request that services and/or products not be performed or applied. The Contracting Officer must discuss this request with the All Phase Snow Manager and must send an email with specific date and specific request clearly spelled out in the email. The Snow Manager and All Phase's Contract Administrator must both receive the email and must acknowledge receipt before any action is taken for any given storm. **Contracting Officer assumes ALL liability related in any way to its choice not to have services performed or products applied at any time and Contractor will not be liable in any way for not providing services or products if Contracting Officer has opted not to have services performed or products applied for any given storm or snow event.** Failure of Contracting Officer to communicate in writing to Contractor as stated above will not remove ownership and responsibility of said liability from Contracting Officer. All Phase will not agree to do this on an ongoing basis. If a Contracting Officer wants to direct storm by storm, they must sign an on-call snow moving agreement, rather than an agreement with accumulation depth specifications.
- 21) If Contracting Officer requests that a different contract document other than this Snow Moving Agreement document be used to contract for snow services, said other contract document and all associated and linked documents referred to in that contract must be reviewed by All Phase. Once the contract document and all associated and linked documents are provided to All Phase, **a minimum of 20 days is required to review and endeavor to negotiate a final contract for snow services.** All Phase may also require that a **separate administrative review fee** be paid prior to and for review of any such contract and associated and linked documents.
- 22) All terms and conditions of the agreement for work provided at or related to the site are outlined in this Snow Moving Agreement (or additional terms in an alternate master contract document if All Phase and Contracting Officer have contracted for snow services by signing an alternate master contract for snow services other than this Snow Moving Agreement). **ALL PHASE WILL NOT USE OR BE OBLIGATED TO USE ANY PURCHASE ORDER OR WORK ORDER TYPE SYSTEM OR PROCESS FOR ANY SNOW SERVICES.** Snow services and products are provided as per specifications of the agreement. Contractor, Contracting Officer and all of its agents and representatives all agree that NO terms or conditions from any purchase orders, work orders, voucher, tickets, or other such document, process, or number from Contracting Officer or any of its agents or representatives shall apply to this Snow Moving Agreement, or to any alternate master contract, to any of the contract parties, or to any work performed at or related to the site. The Contracting Officer or its agent may provide a single SEASONAL purchase order to be entered on invoices. The Contractor, the Contracting Officer and all of its agents and representatives specifically waive, cancel, dismiss and reject any of the terms and conditions from any purchase orders, work orders, vouchers, tickets, or other such document, process, or number given to Contractor; only accurate scope of work and pricing may apply. Additionally, All Phase specifically reserves the right to charge, and the Contracting Officer agrees to pay, **separate administrative processing fees** to All Phase for any administrative work on the part of All Phase due to using, processing, tracking, invoicing, or obtaining a purchase order, work order, voucher, ticket, signature or other such document, number, or item. All Phase reserves the right to reject or modify any process, procedure, or system related to: invoicing, purchase orders, work orders, vouchers, tickets, or other such document, process, or number, or to obtaining a signature(s) or other item.
- 23) Other than receipt of original signature, signature of this agreement may be sent by facsimile (with confirmation by transmitting machine) and/or the signed agreement transmitted by portable document format ("pdf") file, or like format, which shall be treated as an original signature, and any such signature, facsimile, pdf file or like format, or copy of this signed agreement shall be construed and treated as the original and shall be binding as if it were the original.

X

\_\_\_\_\_  
Initials: Contracting / Date  
Officer

\_\_\_\_\_  
Initials: All Phase/ Agreement Effective Date

- 24) This proposal is valid for 120 days from the date (first date) typed in Section 1 or until the All Phase snow schedule is full for the season, whichever is earlier, all at the sole discretion of All Phase.
- 25) The failure to enforce, at any time or for any period of time, any of the terms and conditions of this agreement shall not be construed as a waiver thereof nor of the right to demand enforcement at a later date.
- 26) Where All Phase Landscape or All Phase is referenced, it is understood that it is the same as All Phase Landscape Construction, Inc.
- 27) This Snow Moving Agreement contains the entire agreement and understanding regarding terms and conditions between All Phase and Contracting Officer. No additional terms or conditions can be added or modified without the express written and specific approval of both parties (and subject to section 22).
- 28) **This "Snow Moving Agreement" is only valid with a current, signed All Phase "Landscape Maintenance Contract" for the year 2024/2025, at the discretion of All Phase. The signed Snow Moving Agreement must be received, reviewed, approved and signed by All Phase in order to finalize and initiate this agreement. Once an agreement is finalized (fully signed and filled out by both parties), the site will be added to the All Phase snow schedule. Properties will be added to the snow schedule on a first come, first served basis until the snow schedule is full for the season. Contact All Phase to inquire about availability. Send this agreement to All Phase Landscape Construction, Inc. Mail, fax (303.360.7979) or e-mail to [chelmuth@allphaselandscape.net](mailto:chelmuth@allphaselandscape.net).**
- 29) **Any changes to the terms and conditions of this Agreement must be clearly pointed out and highlighted in writing to All Phase. Any changes are null and void unless All Phase specifically initials next to each change to show its approval.**

The signers below represent that they are authorized to sign this document and that they have the authority to bind the Contracting Officer (including the Owner and Authorized Agent) and the entities that they are signing for. **This agreement is acknowledged and accepted by:**

X

Sign: \_\_\_\_\_  
Contracting Officer/Owner/Authorized Agent

Sign: \_\_\_\_\_  
All Phase Landscape Construction, Inc.

Date: \_\_\_\_\_ Title \_\_\_\_\_

Effective Date: \_\_\_\_\_ Title \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone No: \_\_\_\_\_

**\*\*\*\* PLEASE sign page 7 and ALSO INITIAL & DATE PAGES 1, 2, 3, 4, 5, & 6 \*\*\*\***

)))

**Denver High Point at DIA Metropolitan District**  
**Special Instructions for Snow Services**  
**10/1/24 – 9/30/25**

**Sidewalks:**

- The only sidewalk areas to be cleared are the common sidewalks as highlighted on the snow map dated 8/12/21.
- Those common sidewalks are to be cleared after an accumulation of a minimum depth of snowfall of 2 inches.
- When clearing those common sidewalks highlighted on snow map dated 8/12/21, industry standard icemelt shall be applied only to those common sidewalks.

**Plowing:**

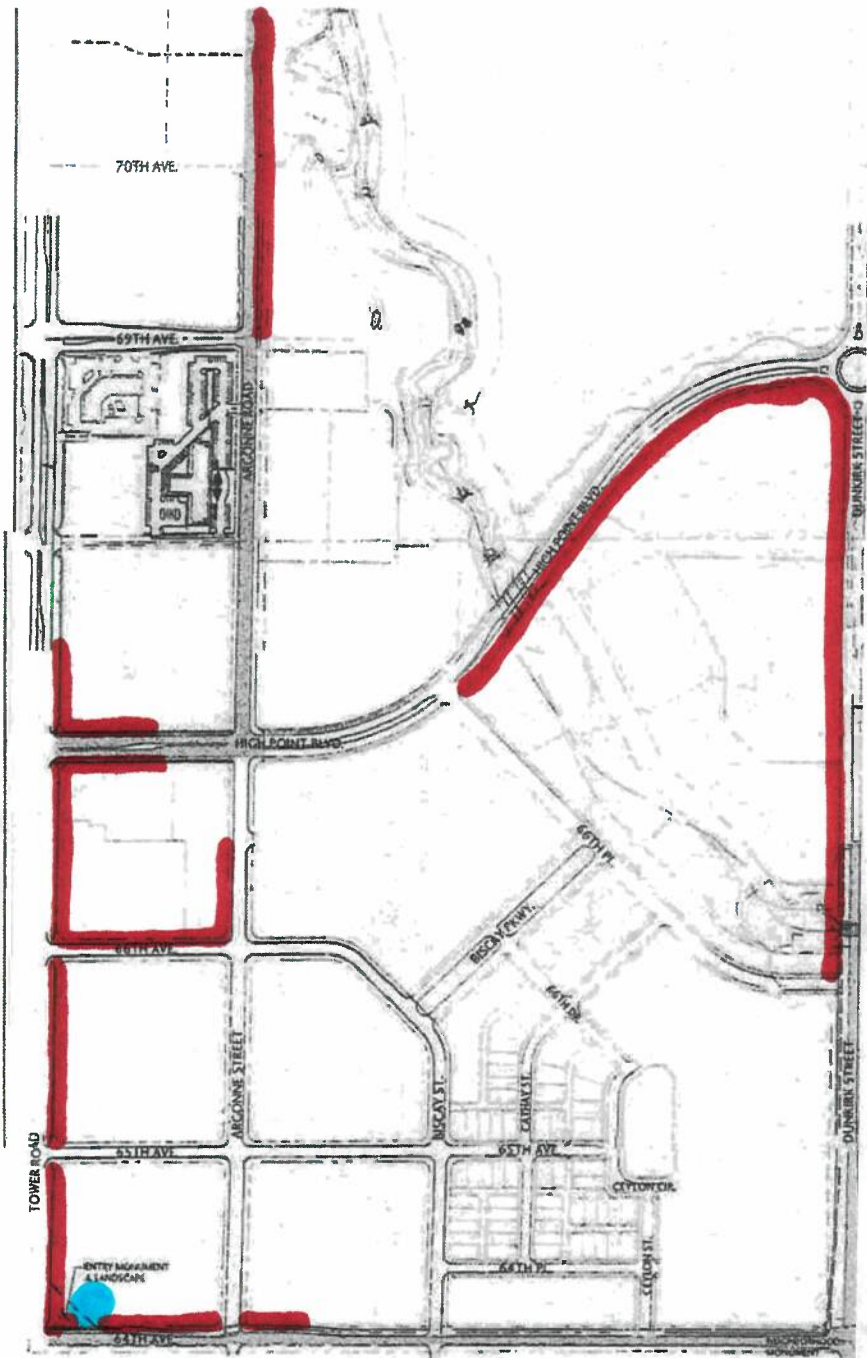
- Plow ONLY the parking areas at visitor center after an accumulation of a minimum depth of snowfall of 4 inches.
- For plowing, snow will be plowed as soon as it stops snowing however, if it is still snowing at 6:00 am, plowing will commence to allow cars to get out and All Phase will return to finish when snow stops.

All above specifications are subject to the terms and conditions of the Snow Moving Agreement.

X \_\_\_\_\_ / \_\_\_\_\_  
Initials: Contracting Officer (District) / Date

\_\_\_\_\_ / \_\_\_\_\_  
Initials: All Phase / Date





Denver High Point @ DIA Metro District  
(snow services map)

— (red) = sidewalks  
 ■ (blue) = plow

8/12/2021

**HIGH POINT OWNERSHIP & MAINTENANCE MAP**

**OWNERSHIP & MAINTENANCE LEGEND**

OWNERSHIP	MAINTENANCE
- CITY & COUNTY OF DENVER/CITY & COUNTY OF DENVER	- CITY OF AURORA/AUR
- CITY & COUNTY OF DENVER/METRO DISTRICT	- CITY & COUNTY OF DENVER/IAN
- HOME OWNER/HOME OWNER	- MASTER ASSOC./ MASTER ASSOC.
- IAN/IAN	- CITY OF AURORA/CITY OF AURORA
- METRO DISTRICT/METRO DISTRICT	- CITY OF AURORA/METRO DISTRICT

- COMMERCIAL SOLD PROPERTY	- METRO DISTRICT TRACT
- TEMPORARY SCHOOL SITE	- MASTER ASSOCIATION TRACT
- METRO DISTRICT/SCHULTZ TYR MAINTENANCE	

- SPLIT 3 RAIL FENCE  
 - BLOCK WALL  
 - UNDER DRAIN  
 - RETAINING WALL  
 - SNOW REMOVAL DN WALKS

0 100 200 400 600  
 SCALE 1"=200'