

SOUTHLANDS METROPOLITAN DISTRICT NO. 1

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: (303) 987-0835
Fax: (303) 987-2032
Website: <https://southlandsmd1.colorado.gov/>

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Martin Liles	President	2023/May 2023
Joyce Rocha	Secretary	2025/May 2025
April Elliott	Treasurer	2025/May 2025
VACANT		2025/May 2023
VACANT		2023/May 2023

DATE: December 19, 2022
TIME: 9:30 a.m.
PLACE: Southlands Shopping Center
Management Office
6155 South Main Street, Suite 260
Aurora, Colorado 80016

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda; confirm location of the meeting and posting of meeting notice.

II. PUBLIC COMMENTS

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

III. OPERATIONS AND MAINTENANCE

A. Discuss 2023 floral program:

1. 9:45 – 10:15 a.m. presentation by Sustainable Landscape Colorado (Tim Flanagan) (enclosures).

2. 10:30 – 11:00 a.m. presentation by Environmental Designs (Michael Hoefler) (enclosure).

3. 11:15 – 11:45 a.m. presentation by Bloom Floralscapes (Emilie Hudson) (enclosures).

4. 12:00 – 12:30 p.m. presentation by Ecogreen Landscape LLC (Sandra Villegas) (enclosure).

IV. OTHER MATTERS

A. _____

- V. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2022.**



Proposal #3130

Date: 11/15/2022

PO #

Customer:

Quincy Hudspeth
 M&J Wilkow
 6155 S Main St
 Suite 260
 Aurora, CO 80016

Property:

Southlands
 6155 S Main St
 Suite 260
 Aurora, CO 80226

2023 Southlands Self-Watering Hanging Baskets

Hanging Baskets

Self-Watering Hanging Baskets

A full-season program to include the purchase, planting, proper installation, seasonal maintenance, hand-watering/filling, and end-of-season removal.

Items	Quantity	Price
Purchase Hanging Baskets (ONE TIME PURCHASE)	312.00	\$90,168.00
Install New Soil and Plant Containers Hanging Basket	312.00	\$41,948.40
Installation	312.00	\$7,605.00
Hanging Basket Maintenance	312.00	\$4,621.50
Hand Watering Hanging Baskets Hanging Baskets (50)	312.00	\$41,204.00
Takedown and Cleanup	312.00	\$1,560.00
Self-Watering Hanging Baskets :		\$187,106.90
PROJECT TOTAL:		\$187,106.90

Payment Schedule

Schedule	Total Price
January	\$15,592.24
February	\$15,592.24
March	\$15,592.24
April	\$15,592.24
May	\$15,592.24
June	\$15,592.24
July	\$15,592.24
August	\$15,592.24
September	\$15,592.25
October	\$15,592.24
November	\$15,592.25
December	\$15,592.24
	<hr/>
	\$187,106.90

Terms & Conditions

By _____

Tim Flanagan

Date 11/15/2022

Sustainable Landscapes Colorado,
LLC

By _____

Date _____

Southlands

Model: EPPS22- Pro-Series 22 Self Watering Hanging Basket



Key Features;

- **EarthPlanter Quality** – thermoformed construction ensures years of outstanding performance in the toughest commercial environments
- **Industry Leading Wicking System** – provides superior bottom feeding while regulating water delivery based on soil conditions
- **User-Friendly Side Fill Port** – provides easy access and allows workers to hook into the port with most commercial sprayer heads
- **Unmatched Warranty** – Lifetime Warranty on Planter, 5 Years on Wick

Specifications;

- Dimensions: 22" Top Outside Diameter x 16 ½" H
- Planting Tray Depth: 8"
- Water Capacity: 4 Gallons
- Soil Capacity: approx. 1.0 Cubic Feet – Pro Mix BX or equivalent soil required
- Product Weight:
 - 11 lbs. (ship weight)
 - Approx. 80-85 lbs. with Full Reservoir, & Wet Soil
- Watering Cycle: 2-3 times per week (varies based on location and weather conditions).
- Material: Thermoformed High-Density Polyethylene
- Chains: 20" Stainless Powder Coated Black 200 lb. capacity per chain
- Color: Black UV Protected
- Stackable: Yes
- Made in the USA
- Includes: Basket, Planting Tray with Integrated Wick, (4) Chains, (4) U-Hooks with Plates & Bolts, (1) S-Hook Powder Coated

www.EarthPlanter.com

Phone: 877.815.9276 * Email: sales@earthplanter.com



Proposal #3131

Date: 11/15/2022

PO #

Customer:

Quincy Hudspeth
 M&J Wilkow
 6155 S Main St
 Suite 260
 Aurora, CO 80016

Property:

Southlands
 6155 S Main St
 Suite 260
 Aurora, CO 80226

2024 Southlands Self-Watering Hanging Baskets

Immediate savings of \$90,000 from 2023 purchase of the containers.

Hanging Baskets

Self-Watering Hanging Baskets

Items	Quantity	Price
Install New Soil and Plant Containers	312.00	\$51,834.90
Hanging Basket Installation	312.00	\$8,365.50
Hanging Basket Maintenance	312.00	\$5,077.80
Hand Watering Hanging Baskets	312.00	\$45,006.50
Hanging Baskets Takedown and Cleanup	312.00	\$1,712.10
Self-Watering Hanging Baskets :		\$111,996.80
PROJECT TOTAL:		\$111,996.80

Payment Schedule

Schedule	Total Price
January	\$9,333.07
February	\$9,333.07
March	\$9,333.07
April	\$9,333.07
May	\$9,333.06
June	\$9,333.07
July	\$9,333.06
August	\$9,333.07
September	\$9,333.06
October	\$9,333.07
November	\$9,333.06
December	\$9,333.07
	<hr/>
	\$111,996.80

Terms & Conditions

By _____

Tim Flanagan

Date 11/15/2022

Sustainable Landscapes Colorado,
LLC

By _____

Date _____

Southlands



Proposal #3236

Date: 12/13/2022

PO #

Customer:

Martin Liles
 MJ Wilkow
 6155 S Main St
 Suite 260
 Aurora, CO 80016

Property:

Southlands
 6155 S Main St
 Suite 260
 Aurora, CO 80226

NORTHEAST SIGN AND ENTRY

Pricing for:

- Mulch removal in the areas at Northeast entry sign and south bed.
- Select shrub and ornamental grass removal.
- Relocation of viable perennials.
- Soil prep for new floral areas.
- Planting of annuals and perennials.

Note-

- Maintenance contract to be determined based on extent of upgrade.
- Planting of "xeric" areas adjacent to annual areas to be determined.

NORTHEAST ENTRY

SIGN AREA DEMO

Items	Quantity	Price
Mulch Removal	2,500.00	\$934.38
Shrub Removal	50.00	\$1,472.66
Perennial Transplanting	50.00	\$1,378.25
Rough Grading-Cleanup	4,200.00	\$1,561.22
SIGN AREA DEMO:		\$5,346.51

SOUTH BED DEMO

Items	Quantity	Price
Mulch Removal	3,900.00	\$1,457.63

Shrub Removal	50.00	\$1,472.66
Perennial Transplanting	50.00	\$3,505.99
Rough Grading-Cleanup	3,900.00	\$784.88
	SOUTH BED DEMO:	\$7,221.16

SOIL PREP FLORAL AREAS

Items	Quantity	Price
Soil Prep	4,200.00	\$5,169.95
	SOIL PREP FLORAL AREAS:	\$5,169.95

FLORAL PLANTING

Plant selection annuals/perennials/ornamental grasses appropriate for each area.

All beds to receive 2 lbs. of biotic organic fertilizer.

Beds watered in by hose.

Irrigation system modified and adjusted (all modifications and repairs billed on a T&M basis).

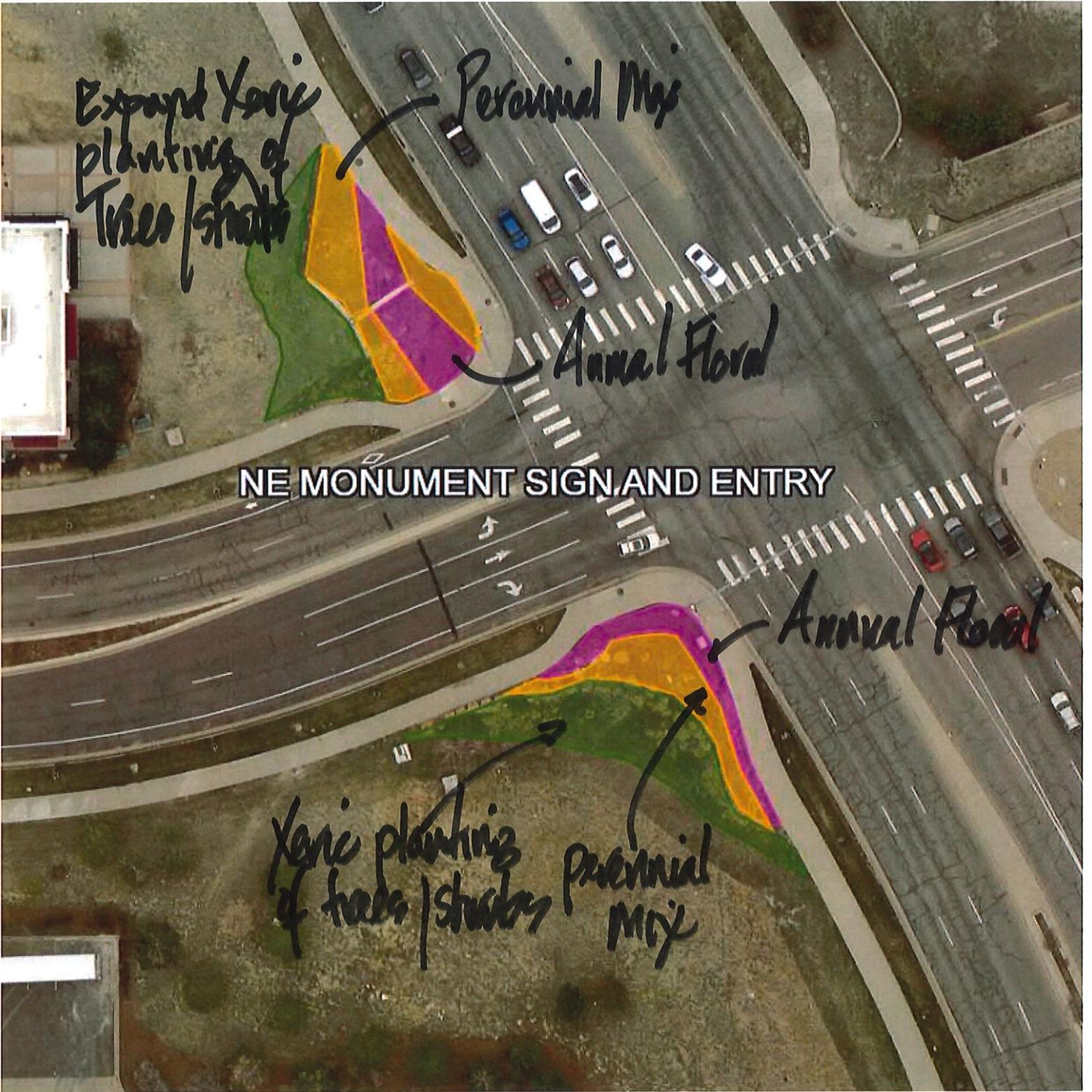
Irrigation system programmed for establishment. 

Items	Quantity	Price
Summer Floral Planting Beds	1,720.00	\$12,021.13
Perennial Flats Installed	2,400.00	\$8,806.44
	FLORAL PLANTING:	\$20,827.57
PROJECT TOTAL:		\$38,565.19

Terms & Conditions

By _____
Tim Flanagan
 Date 12/13/2022
**Sustainable Landscapes Colorado,
 LLC**

By _____
 Date _____
Southlands



Expand Xeric planting of Trees/shrubs

Perennial Mix

Annual Floral

NE MONUMENT SIGN AND ENTRY

Annual Floral

Xeric planting of trees/shrubs, Perennial Mix



Proposal #3237

Date: 12/13/2022

PO #

Customer:
 Martin Liles
 MJ Wilkow
 6155 S Main St
 Suite 260
 Aurora, CO 80016

Property:
 Southlands
 6155 S Main St
 Suite 260
 Aurora, CO 80226

EAST ENTRY

Pricing for:

- Mulch removal in the areas at Northeast entry sign and south bed.
- Select shrub and ornamental grass removal.
- Relocation of viable perennials.
- Soil prep for new floral areas.
- Planting of annuals and perennials.

Note-

- Maintenance contract to be determined based on extent of upgrade.
- Planting of "xeric" areas adjacent to annual areas to be determined.

EAST ENTRY

NORTH BED DEMO

Items	Quantity	Price
Mulch Removal	3,475.00	\$1,298.89
Shrub Removal	25.00	\$736.33
Perennial Transplanting	50.00	\$1,378.25
Rough Grading-Cleanup	1,500.00	\$558.20
NORTH BED DEMO:		\$3,971.67

SOUTH BED DEMO

Items	Quantity	Price
Mulch Removal	3,800.00	\$1,420.25

Shrub Removal	60.00	\$1,767.19
Perennial Transplanting	50.00	\$3,505.99
Rough Grading-Cleanup	2,300.00	\$463.13
SOUTH BED DEMO:		\$7,156.56

SOIL PREP FLORAL AREAS

Items	Quantity	Price
Soil Prep	3,800.00	\$4,677.57
SOIL PREP FLORAL AREAS:		\$4,677.57

FLORAL PLANTING

Plant selection annuals/perennials/ornamental grasses appropriate for each area.

All beds to receive 2 lbs. of biotic organic fertilizer.

Beds watered in by hose.

Irrigation system modified and adjusted (all modifications and repairs billed on a T&M basis).

Irrigation system programmed for establishment. 

Items	Quantity	Price
Summer Floral Planting Beds	1,454.00	\$10,161.77
Perennial Flats Installed	2,400.00	\$8,806.44
FLORAL PLANTING:		\$18,968.21
PROJECT TOTAL:		\$34,774.01

Terms & Conditions

By _____
Tim Flanagan
 Date 12/13/2022
 Sustainable Landscapes Colorado,
 LLC

By _____
 Date _____
 Southlands

Expand Xeric Planting

Perennial walk

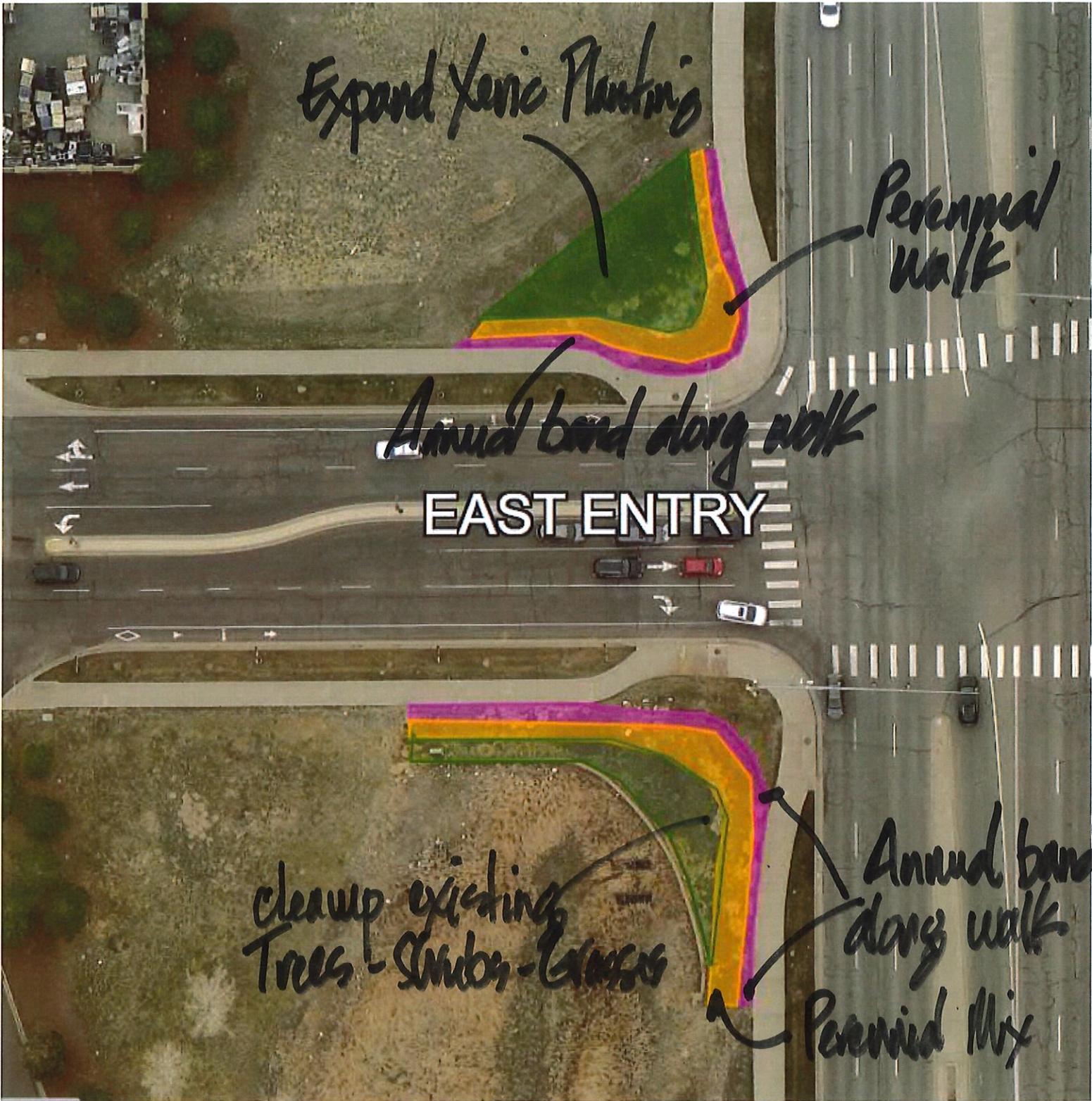
Annual band along walk

EAST ENTRY

cleanup existing
Trees - Shrubs - Grasses

Annual band
along walk

Perennial Mix





Proposal #3238

Date: 12/13/2022

PO #

Customer:
 Martin Liles
 MJ Wilkow
 6155 S Main St
 Suite 260
 Aurora, CO 80016

Property:
 Southlands
 6155 S Main St
 Suite 260
 Aurora, CO 80226

SOUTHEAST SIGN

Pricing for:

- Mulch removal in the areas at Southeast entry sign.
- Select shrub and ornamental grass removal.
- Relocation of viable perennials.
- Soil prep for expanded turf area.
- Soil prep for new floral areas.
- Planting of annuals and perennials.
- Installation of turf.

Note-

- Maintenance contract to be determined based on extent of upgrade.
- Planting of "xeric" areas adjacent to annual areas to be determined.

SOUTHEAST SIGN

SIGN AREA DEMO

Items	Quantity	Price
Mulch Removal	6,300.00	\$2,354.63
Shrub Removal	250.00	\$7,363.29
Perennial Transplanting	25.00	\$689.72
Rough Grading-Cleanup	4,600.00	\$1,709.91
SIGN AREA DEMO:		\$12,117.55

SOIL PREP FLORAL AREAS

Items	Quantity	Price
Soil Prep	2,000.00	\$2,461.88
SOIL PREP FLORAL AREAS:		\$2,461.88

SOIL PREP NEW TURF

Items	Quantity	Price
Soil Prep	1,000.00	\$1,230.95
SOIL PREP NEW TURF:		\$1,230.95

FLORAL PLANTING

Plant selection annuals/perennials/ornamental grasses appropriate for each area.

All beds to receive 2 lbs. of biotic organic fertilizer.

Beds watered in by hose.

Irrigation system modified and adjusted (all modifications and repairs billed on a T&M basis).

Irrigation system programmed for establishment. 

Items	Quantity	Price
Summer Floral Planting Beds	951.00	\$6,647.29
Perennial Flats Installed	1,056.00	\$3,874.39
FLORAL PLANTING:		\$10,521.68

Sod Installation

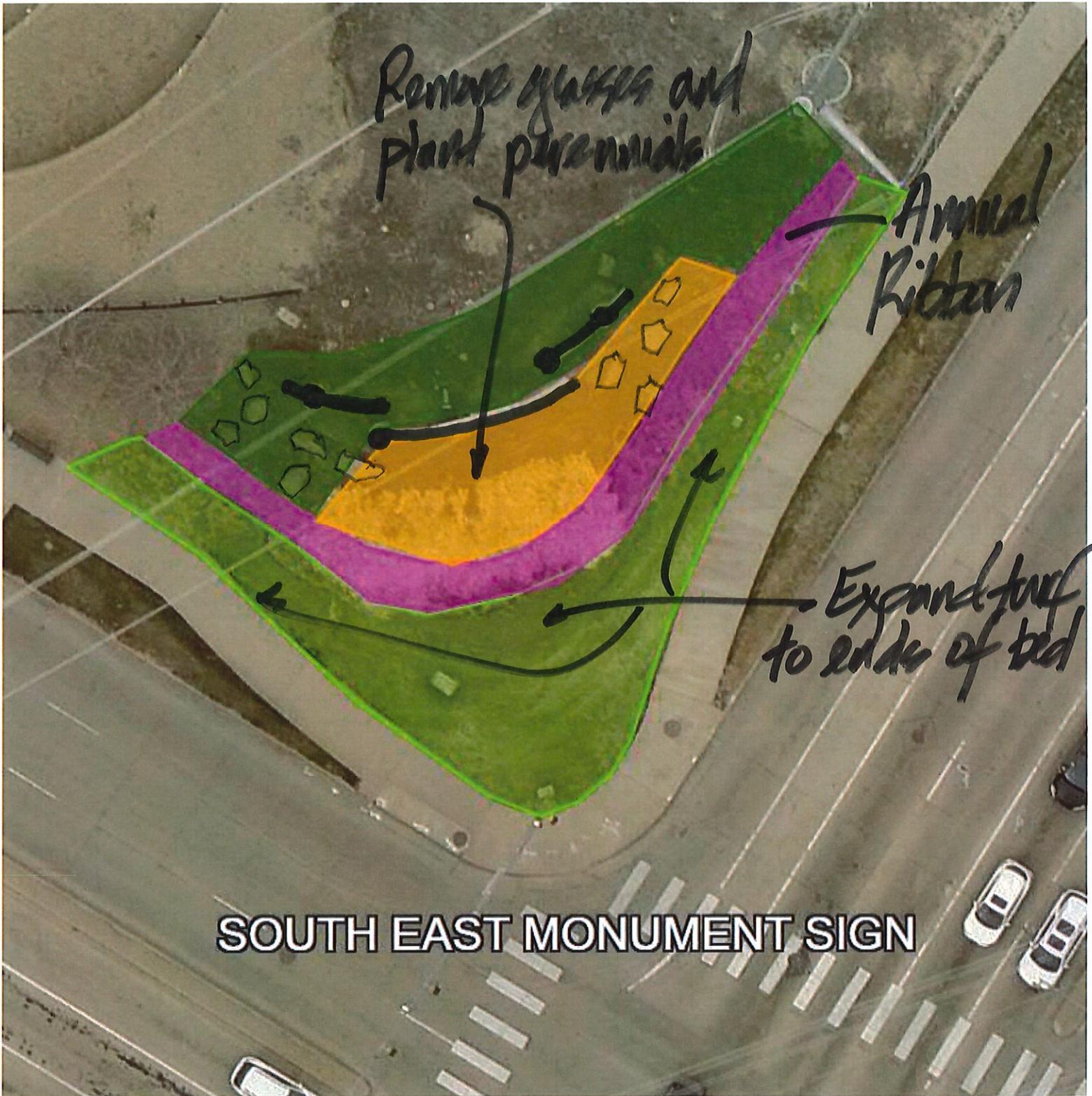
Items	Quantity	Price
Sod Installation	950.00	\$1,177.12
Sod Installation:		\$1,177.12

PROJECT TOTAL: \$27,509.18

Terms & Conditions

By _____
 Tim Flanagan
 Date 12/13/2022
 Sustainable Landscapes Colorado,
 LLC

By _____
 Date _____
 Southlands



Remove grasses and
plant perennials

Annual
Ribbon

Expand turf
to ends of bed

SOUTH EAST MONUMENT SIGN



Proposal #3244

Date: 12/14/2022

PO #

Customer:

Martin Liles
 MJ Wilkow
 6155 S Main St
 Suite 260
 Aurora, CO 80016

Property:

Southlands
 6155 S Main St
 Suite 260
 Aurora, CO 80226

EAST DIRECTORIES 2 AND 3

Pricing for:

- Mulch removal in the areas at Northeast entry sign and south bed.
- Select shrub and ornamental grass removal.
- Relocation of viable perennials.
- Soil prep for new floral areas.
- Planting of annuals and perennials.

Note-

- Maintenance contract to be determined based on extent of upgrade.
- Planting of "xeric" areas adjacent to annual areas to be determined.

EAST DIRECTORY SIGNS 2 AND 3

DIRECTORY 2 DEMO

Items	Quantity	Price
Mulch Removal	935.00	\$349.54
Shrub Removal	25.00	\$736.33
Rough Grading-Cleanup	935.00	\$347.12

DIRECTORY 2 DEMO: \$1,432.99

DIRECTORY 3 DEMO

Items	Quantity	Price
Mulch Removal	1,000.00	\$373.75
Shrub Removal	25.00	\$736.33

Rough Grading-Cleanup 1,000.00 \$201.11

DIRECTORY 3 DEMO: \$1,311.19

SOIL PREP PERENNIAL AREAS

Items	Quantity	Price
Soil Prep	1,935.00	\$2,382.51

SOIL PREP PERENNIAL AREAS: \$2,382.51

PERENNIAL PLANTING

Plant selection annuals/perennials/ornamental grasses appropriate for each area.

All beds to receive 2 lbs. of biotic organic fertilizer.

Beds watered in by hose.

Irrigation system modified and adjusted (all modifications and repairs billed on a T&M basis).

Irrigation system programmed for establishment. 

Items	Quantity	Price
Perennial Flats Installed	1,935.00	\$7,100.42

PERENNIAL PLANTING: \$7,100.42

PROJECT TOTAL: \$12,227.11

Terms & Conditions

By _____

Tim Flanagan

Date 12/14/2022

Sustainable Landscapes Colorado,
LLC

By _____

Date _____

Southlands



EAST DIRECTORY 2

Remove annual,
old grasses, and
plant perennials

EAST DIRECTORY 3



Proposal #3239

Date: 12/13/2022

PO #

Customer:
 Martin Liles
 MJ Wilkow
 6155 S Main St
 Suite 260
 Aurora, CO 80016

Property:
 Southlands
 6155 S Main St
 Suite 260
 Aurora, CO 80226

SMOKY HILL SIGN

Pricing for:

- Mulch removal in the areas at Smoky Hill entry sign.
- Select shrub and ornamental grass removal.
- Relocation of viable perennials.
- Soil prep for new floral areas.
- Planting of annuals and perennials.

Note-

- Maintenance contract to be determined based on extent of upgrade.
- Planting of "xeric" areas adjacent to annual areas to be determined.

SMOKY HILL SIGN

SIGN AREA DEMO

Items	Quantity	Price
Mulch Removal	3,200.00	\$1,196.00
Shrub Removal	150.00	\$4,417.98
Perennial Transplanting	50.00	\$1,378.25
Rough Grading-Cleanup	1,300.00	\$483.86
SIGN AREA DEMO:		\$7,476.09

SOIL PREP FLORAL AREAS

Items	Quantity	Price
Soil Prep	1,300.00	\$1,600.22

SOIL PREP FLORAL AREAS: \$1,600.22

FLORAL PLANTING

Plant selection annuals/perennials/ornamental grasses appropriate for each area.

All beds to receive 2 lbs. of biotic organic fertilizer.

Beds watered in by hose.

Irrigation system modified and adjusted (all modifications and repairs billed on a T&M basis).

Irrigation system programmed for establishment. 

Items	Quantity	Price
Summer Floral Planting Beds	966.00	\$6,751.41
Perennial Flats Installed	675.00	\$2,477.32
	FLORAL PLANTING:	\$9,228.73
PROJECT TOTAL:		\$18,305.04

Terms & Conditions

By _____
Tim Flanagan

Date 12/13/2022
Sustainable Landscapes Colorado,
LLC

By _____

Date _____
Southlands

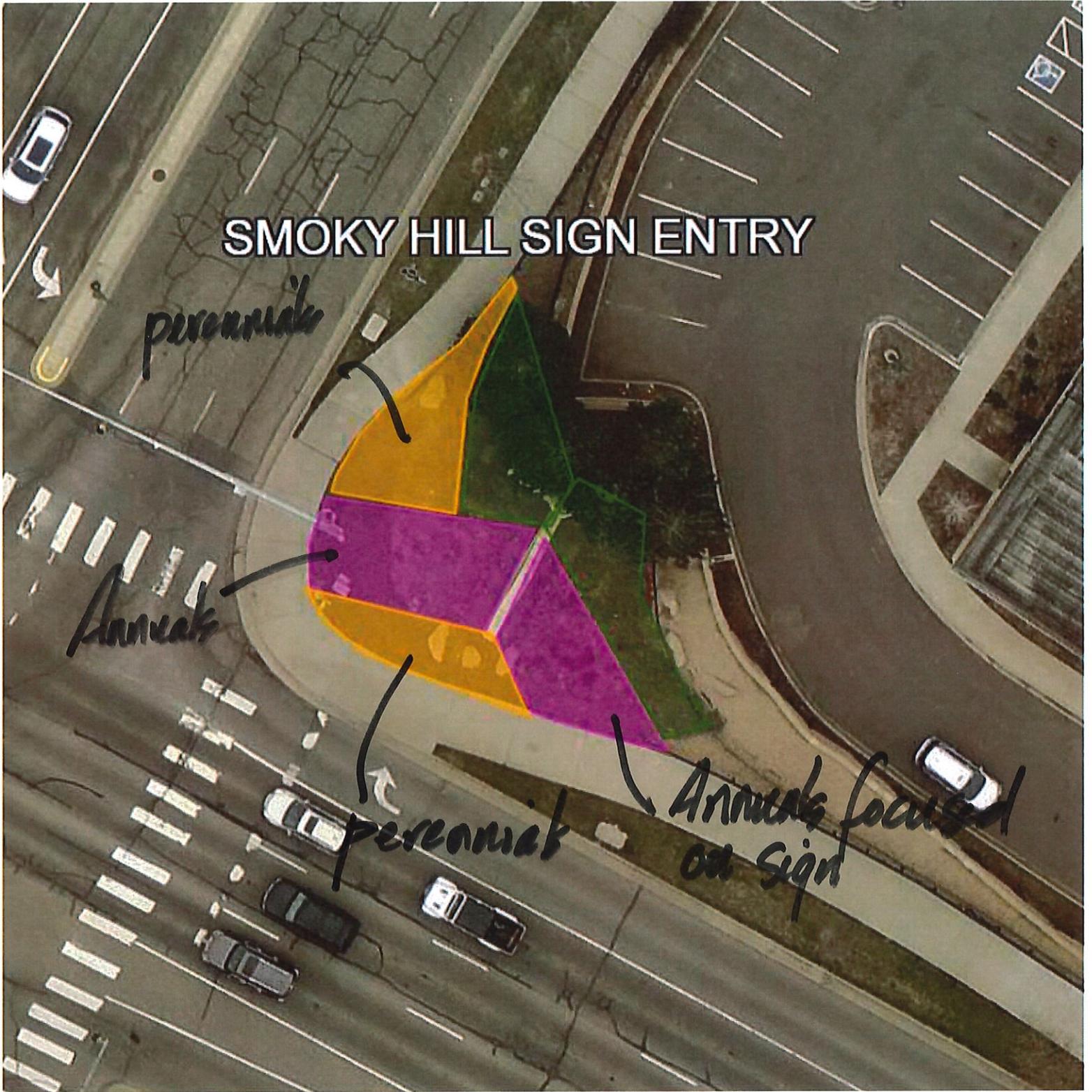
SMOKY HILL SIGN ENTRY

perennials

Annuals

perennial

Annuals focused on sign





Proposal #3240

Date: 12/13/2022

PO #

Customer:
 Martin Liles
 MJ Wilkow
 6155 S Main St
 Suite 260
 Aurora, CO 80016

Property:
 Southlands
 6155 S Main St
 Suite 260
 Aurora, CO 80226

MAIN ST SIGN

Pricing for:

- Mulch removal in the areas at Main St sign and adjacent sidewalk beds.
- Select shrub and ornamental grass removal. Relocate as needed.
- Relocation of viable perennials and shrubs from sidewalk beds into area behind the sign.
- Soil prep for new floral areas.
- Planting of annuals and perennials.

Note-

- Maintenance contract to be determined based on extent of upgrade.
- Planting of "xeric" areas adjacent to annual areas to be determined.

MAIN ST SIGN BEDS

SIDEWALK AREAS DEMO

Items	Quantity	Price
Mulch Removal	2,634.00	\$984.93
Shrub Removal	25.00	\$736.33
Perennial Transplanting	30.00	\$827.10
Rough Grading-Cleanup	1,800.00	\$669.10
SIDEWALK AREAS DEMO:		\$3,217.46

SOIL PREP FLORAL AREAS (SIGN AND SIDEWALK BEDS)

Items	Quantity	Price
Soil Prep	1,800.00	\$2,215.69

SOIL PREP FLORAL AREAS (SIGN AND SIDEWALK BEDS): \$2,215.69

FLORAL PLANTING

Plant selection annuals/perennials/ornamental grasses appropriate for each area.

All beds to receive 2 lbs. of biotic organic fertilizer.

Beds watered in by hose.

Irrigation system modified and adjusted (all modifications and repairs billed on a T&M basis).

Irrigation system programmed for establishment. 

Items	Quantity	Price
Summer Floral Planting Beds	642.00	\$4,487.11
Perennial Flats Installed	800.00	\$2,935.73
	FLORAL PLANTING:	\$7,422.84
PROJECT TOTAL:		\$12,855.99

Terms & Conditions

By _____
Tim Flanagan

Date 12/13/2022
Sustainable Landscapes Colorado,
LLC

By _____

Date _____
Southlands

Add select perennials
in 3 Areas

MAIN ST SIGN
"Welcome Mat"

Annex































Proposal #3242

Date: 12/13/2022

PO #

Customer:
 Martin Liles
 MJ Wilkow
 6155 S Main St
 Suite 260
 Aurora, CO 80016

Property:
 Southlands
 6155 S Main St
 Suite 260
 Aurora, CO 80226

SOUTHLANDS SIDEWALK BEDS

Includes:

- Mulch removal and stockpinh for later use.
- Soil prep in all open areas for new plantingsfs.
- Viable perennials planted that were removed from perimeter upgrades.
- Additional perennials planted that survive in semi-shady areas..
- Ornamenetal grass planting in each planter (3).

Note: all irrigation upgraders and modifications made on a T&M basis.

SIDEWALK PLANTERS

SOUTHLANDS PARKWAY (7)

Items	Quantity	Price
Mulch Removal	532.00	\$198.99
Soil Prep	532.00	\$791.01
Perennial Transplanting	21.00	\$1,824.19
Perennial Flats Installed	250.00	\$804.63
Select #1 Ornamental Grass Planting	21.00	\$518.78
Mulch Installation	532.00	\$601.39

SOUTHLANDS PARKWAY (7): \$4,738.99

MAIN ST SIDEWALK BEDS (30)

Items	Quantity	Price
Mulch Removal	1,213.00	\$453.14
Soil Prep	1,213.00	\$1,803.80
Perennial Transplanting	90.00	\$7,818.80
Perennial Flats Installed	600.00	\$1,930.76
Select #1 Ornamental Grass Planting	90.00	\$2,221.80
Mulch Installation	1,213.00	\$1,370.98

MAIN ST SIDEWALK BEDS (30): \$15,599.28

EAST COMMONS SIDEWALK BEDS (8)

Items	Quantity	Price
Mulch Removal	477.00	\$178.36
Soil Prep	477.00	\$709.89
Perennial Transplanting	24.00	\$2,084.94
Perennial Flats Installed	250.00	\$804.63
Select #1 Ornamental Grass Planting	24.00	\$592.73
Mulch Installation	477.00	\$539.69

EAST COMMONS SIDEWALK BEDS (8): \$4,910.24

CLOCKTOWER EAST ENTRY SIDEWALK BEDS (4)

Items	Quantity	Price
Mulch Removal	522.00	\$195.42
Soil Prep	522.00	\$776.15
Perennial Transplanting	24.00	\$2,084.94
Perennial Flats Installed	250.00	\$804.63
Select #1 Ornamental Grass Planting	20.00	\$493.60
Mulch Installation	522.00	\$589.49

CLOCKTOWER EAST ENTRY SIDEWALK BEDS (4): \$4,944.23

EAST STATE SIDEWALK BEDS (15)

Items	Quantity	Price
Mulch Removal	560.00	\$209.30
Soil Prep	560.00	\$832.66
Perennial Transplanting	45.00	\$3,909.11
Perennial Flats Installed	280.00	\$900.91
Select #1 Ornamental Grass Planting	45.00	\$1,111.10
Mulch Installation	560.00	\$632.99

EAST STATE SIDEWALK BEDS (15): \$7,596.07

SO. MAIN ST SIDEWALK BEDS (11)

Items	Quantity	Price
--------------	-----------------	--------------

Mulch Removal	414.00	\$155.19
Soil Prep	414.00	\$615.16
Perennial Transplanting	33.00	\$2,866.68
Perennial Flats Installed	250.00	\$804.63
Select #1 Ornamental Grass Planting	33.00	\$814.53
Mulch Installation	414.00	\$467.83

SO. MAIN ST SIDEWALK BEDS (11): \$5,724.02

EAST PLAZA AVE SIDEWALK BEDS (11)

Items	Quantity	Price
Mulch Removal	463.00	\$172.99
Soil Prep	463.00	\$688.66
Perennial Transplanting	33.00	\$2,866.68
Perennial Flats Installed	280.00	\$900.91
Select #1 Ornamental Grass Planting	33.00	\$814.53
Mulch Installation	463.00	\$523.89

EAST PLAZA AVE SIDEWALK BEDS (11): \$5,967.66

PROJECT TOTAL: \$49,480.49

Terms & Conditions

By _____

Tim Flanagan

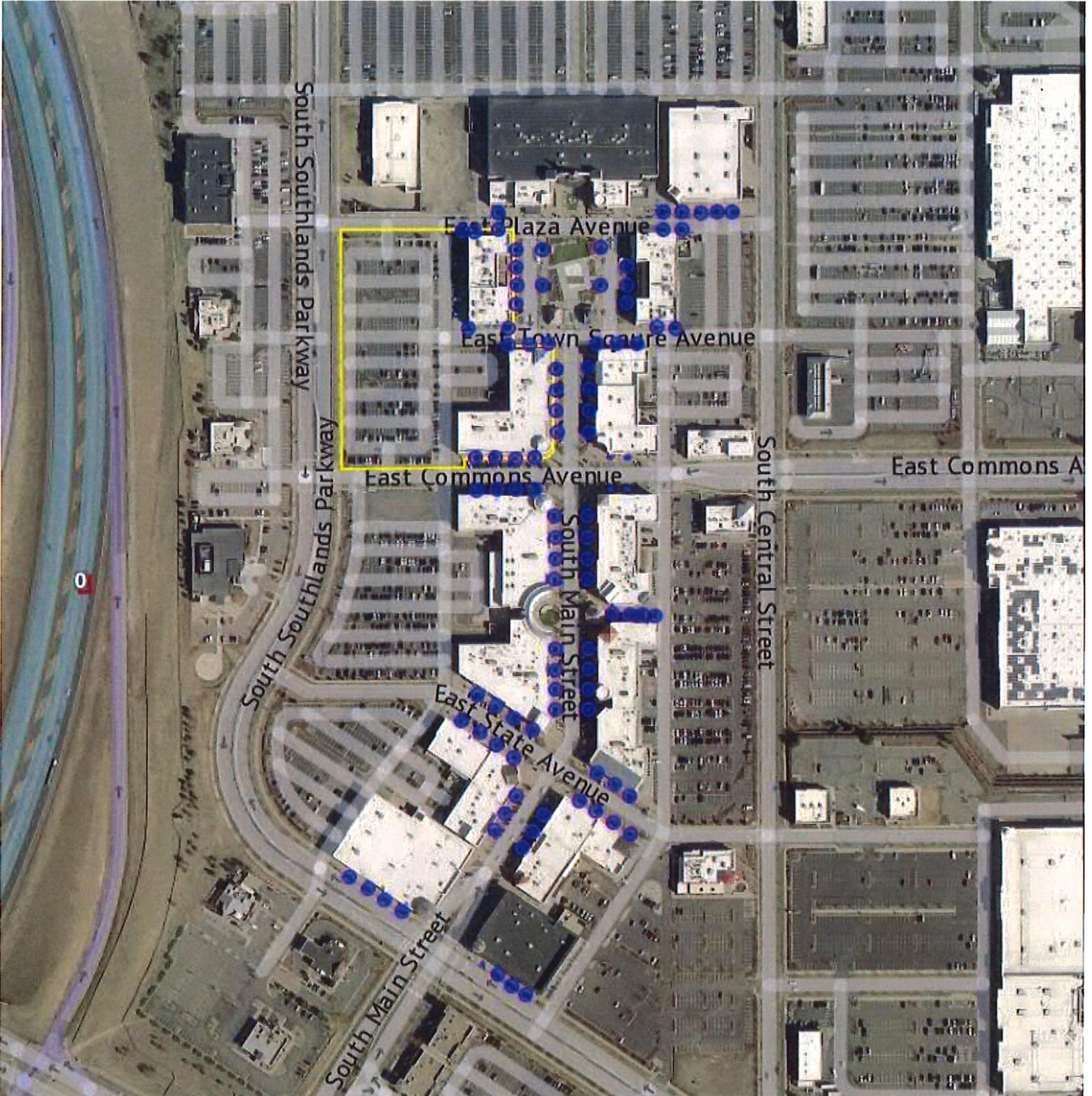
Date 12/13/2022

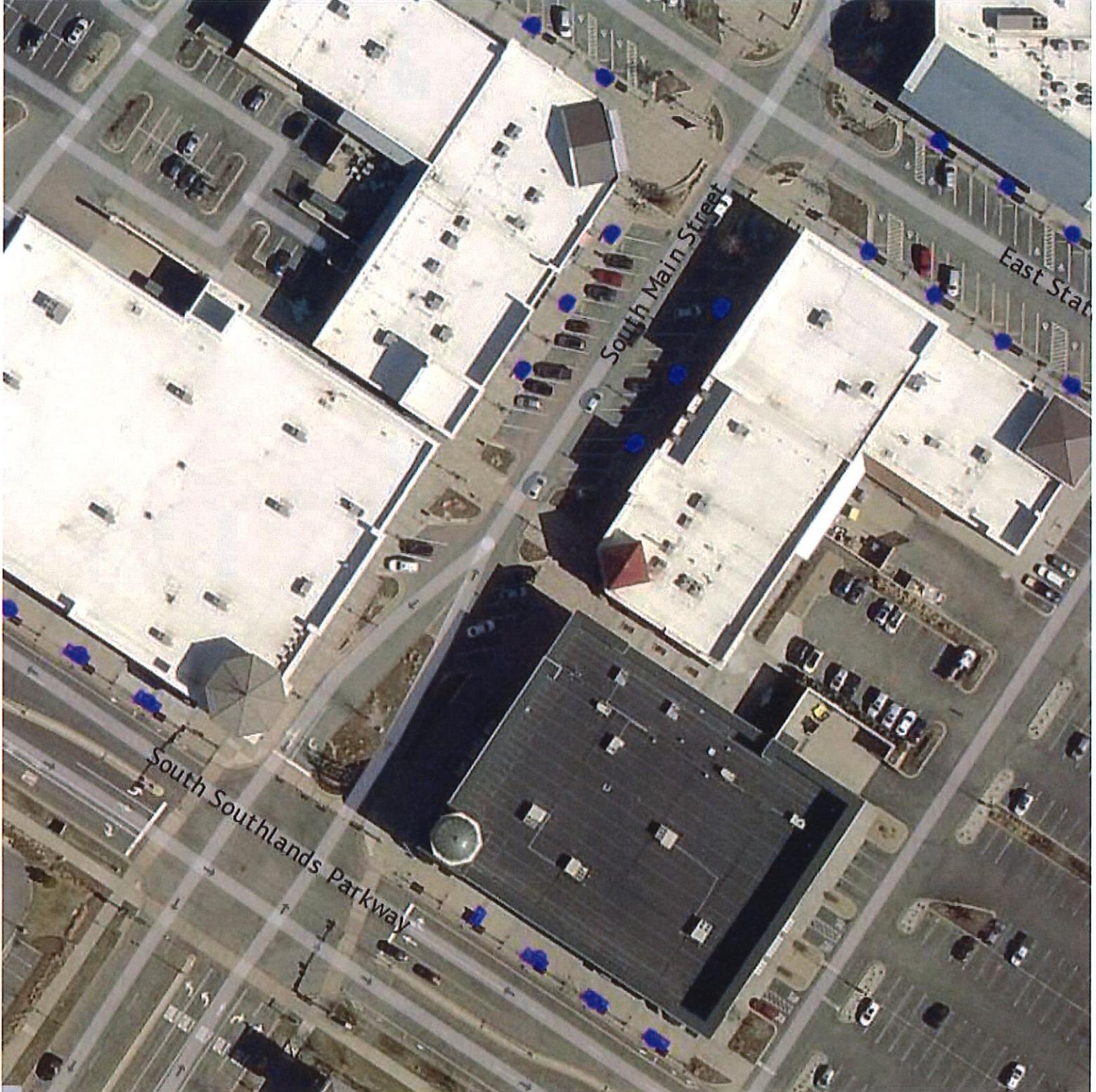
Sustainable Landscapes Colorado,
LLC

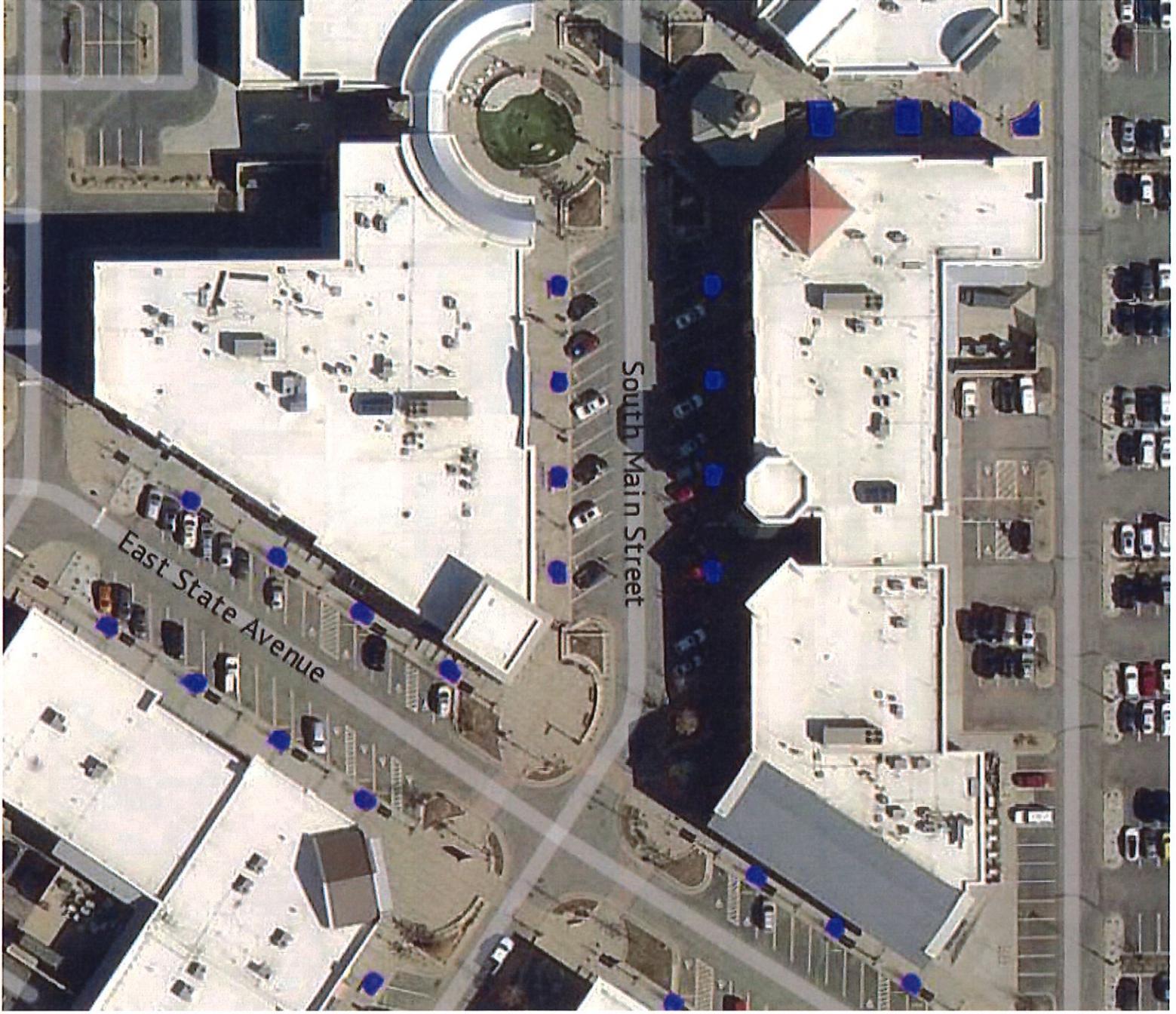
By _____

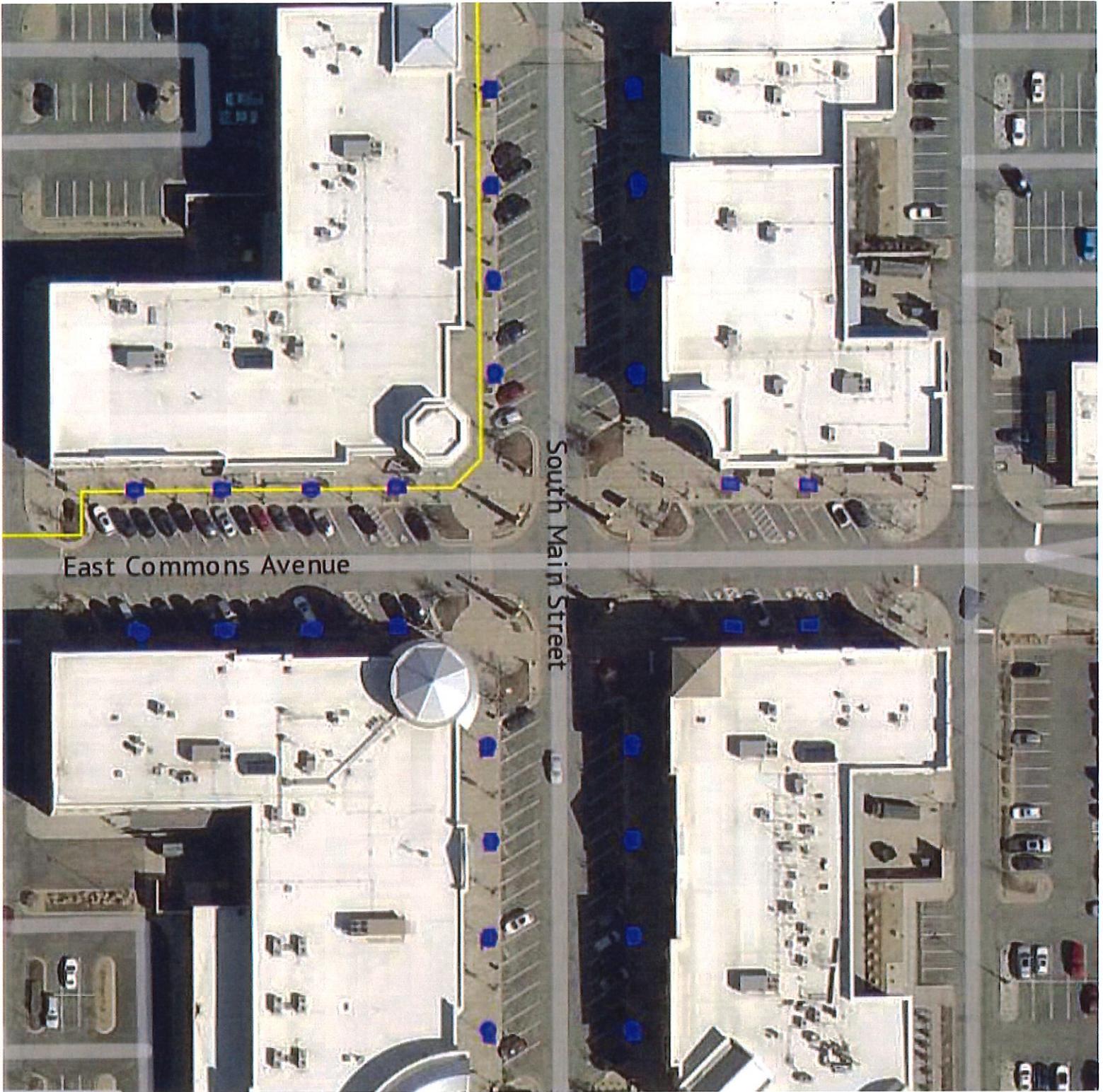
Date _____

Southlands









East Commons Avenue

South Main Street



East Plaza Avenue

South Main Street

South Main Street

East Town Square Avenue



Proposal #3245

Date: 12/14/2022

PO #

Customer:

Martin Liles
 MJ Wilkow
 6155 S Main St
 Suite 260
 Aurora, CO 80016

Property:

Southlands
 6155 S Main St
 Suite 260
 Aurora, CO 80226

SW CORNER BED AT SOUTHLANDS AND MAIN

Remove the existing floral program and extend shrub and ornamental grasses.

- Existing beds are overwatered in an effort to grow annuals which has caused stunted growth of the other shrubs/grasses.
- There is also flooding along curb lines with the slope of the bed in an effort to water annuals.

NOTE- Irrigation modification completed on a T&M basis.

SW CORNER SOUTHLANDS AND MAIN

Enhancement

Items	Quantity	Price
Rough Grading-Cleanup	425.00	\$85.92
Select #1 Ornamental Grass Planting	15.00	\$1,833.01
Shrub Planting	15.00	\$1,051.18
Mulch Installation	425.00	\$557.41
Enhancement :		\$3,527.52
PROJECT TOTAL:		\$3,527.52

Terms & Conditions

By _____

Tim Flanagan

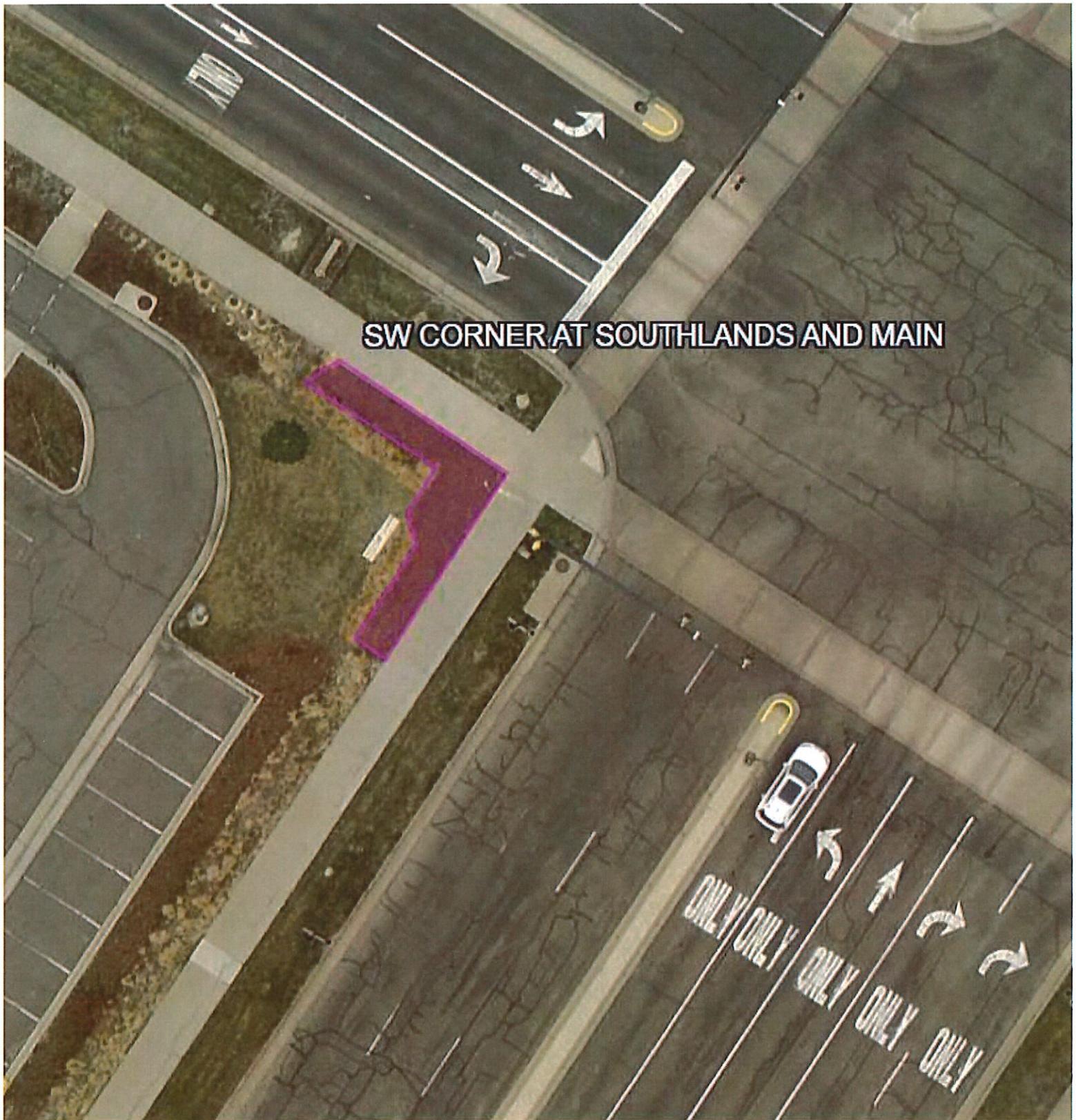
Date 12/14/2022

**Sustainable Landscapes Colorado,
LLC**

By _____

Date _____

Southlands



SW CORNER AT SOUTHLANDS AND MAIN



Proposal #3243

Date: 12/13/2022

PO #

Customer:

Martin Liles
 MJ Wilkow
 6155 S Main St
 Suite 260
 Aurora, CO 80016

Property:

Southlands
 6155 S Main St
 Suite 260
 Aurora, CO 80226

REMOVE ORNAMENTAL GRASS IN 8 MAIN ST BEDS AND RELOCATE

Includes:

Remove existing Blue Gramma grass in the back of 8 existing annual beds.

Relocate existing grasses as directed and discussed.

Fill open holes where grass was removed with amended topsoil.

MAIN ST ANNUALS

ORNAMENTAL GRASS REMOVAL IN ANNUAL BEDS

Items	Quantity	Price
Plant Removal and Relocation	200.00	\$6,511.04
ORNAMENTAL GRASS REMOVAL IN ANNUAL BEDS:		\$6,511.04
PROJECT TOTAL:		\$6,511.04

Terms & Conditions

By _____

Tim Flanagan

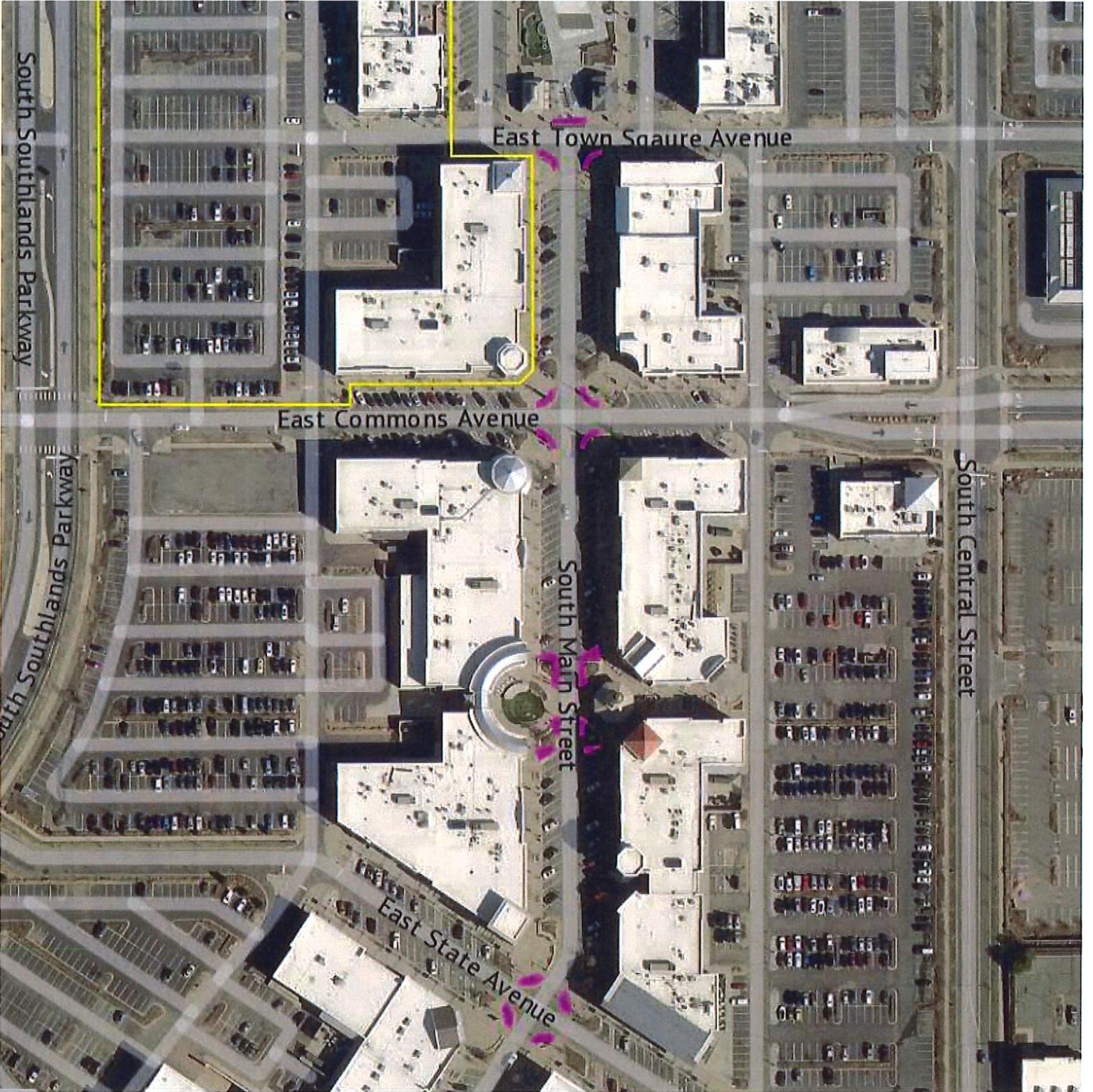
Date 12/13/2022

**Sustainable Landscapes Colorado,
LLC**

By _____

Date _____

Southlands



South Southlands Parkway

East Town Square Avenue

East Commons Avenue

South Main Street

South Central Street

East State Avenue



Proposal #3246

Date: 12/14/2022

PO #

Customer:

Martin Liles
 MJ Wilkow
 6155 S Main St
 Suite 260
 Aurora, CO 80016

Property:

Southlands
 6155 S Main St
 Suite 260
 Aurora, CO 80226

CLOCKTOWER ANNUAL BEDS

Remove areas of rock mulch in lower sections and expand existing annual beds.

CLOCKTOWER NEW ANNUAL AREAS

Rock Removal in Lower Sections

Items	Quantity	Price
Rock Removal-Medium	711.00	\$1,236.23
Soil Prep	711.00	\$1,057.41
Rock Removal in Lower Sections:		\$2,293.64

Annual Planting New Areas

Items	Quantity	Price
Summer Floral Planting Beds	711.00	\$4,969.63
Annual Planting New Areas :		\$4,969.63

PROJECT TOTAL: \$7,263.27

Terms & Conditions

By _____

Tim Flanagan

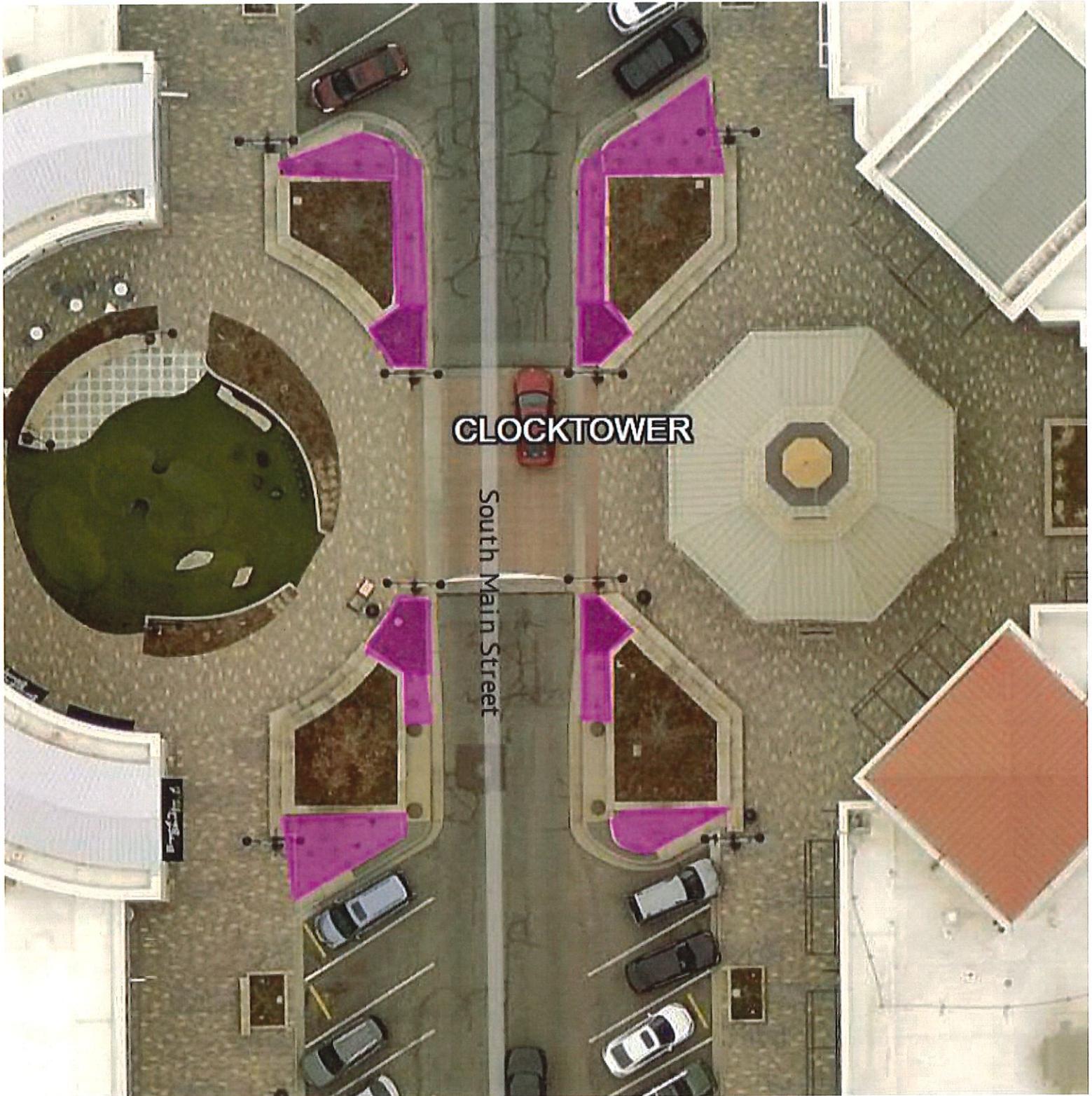
Date 12/14/2022

**Sustainable Landscapes Colorado,
LLC**

By _____

Date _____

Southlands



CLOCKTOWER

South Main Street



Proposal #3248

Date: 12/14/2022

PO #

Customer:
 Martin Liles
 MJ Wilkow
 6155 S Main St
 Suite 260
 Aurora, CO 80016

Property:
 Southlands
 6155 S Main St
 Suite 260
 Aurora, CO 80226

MAIN STREET - ADDITIONAL PERENNIALS

Includes:

Remove small annual cutouts in 4 existing beds and plant 3 perennials.

Mulch removal in raised planters and stockpile for later use.

Shrub removal and relocation as needed.

Soil prep in all open areas for new plantings with the Mirimichi program.

Plant selection of perennials in and among existing grasses and roses.

Note: all irrigation upgrades and modifications are made on a T&M basis.

PERENNIAL PLANTERS

MAIN ST AND E. STATE

Items	Quantity	Price
Mulch Removal	800.00	\$299.00
Shrub Removal	12.00	\$353.44
Soil Prep	200.00	\$297.38
Perennial Flats Installed	200.00	\$643.59
Mulch Installation	800.00	\$263.25
MAIN ST AND E. STATE:		\$1,856.66

CLOCKTOWER

Items	Quantity	Price
-------	----------	-------

Mulch Removal	1,600.00	\$598.00
Shrub relocation	20.00	\$589.06
Soil Prep	400.00	\$594.76
Perennial Flats Installed	400.00	\$1,287.16
Mulch Installation	1,600.00	\$526.50
	CLOCKTOWER:	\$3,595.48

MAIN AND COMMONS

Items	Quantity	Price
Mulch Removal	2,270.00	\$848.57
Shrub relocation	40.00	\$1,178.13
Soil Prep	600.00	\$892.14
Perennial Flats Installed	600.00	\$1,930.76
Mulch Installation	2,270.00	\$746.97
	MAIN AND COMMONS:	\$5,596.57

PROJECT TOTAL: \$11,048.71

Terms & Conditions

By _____
Tim Flanagan
 Date 12/14/2022
**Sustainable Landscapes Colorado,
 LLC**

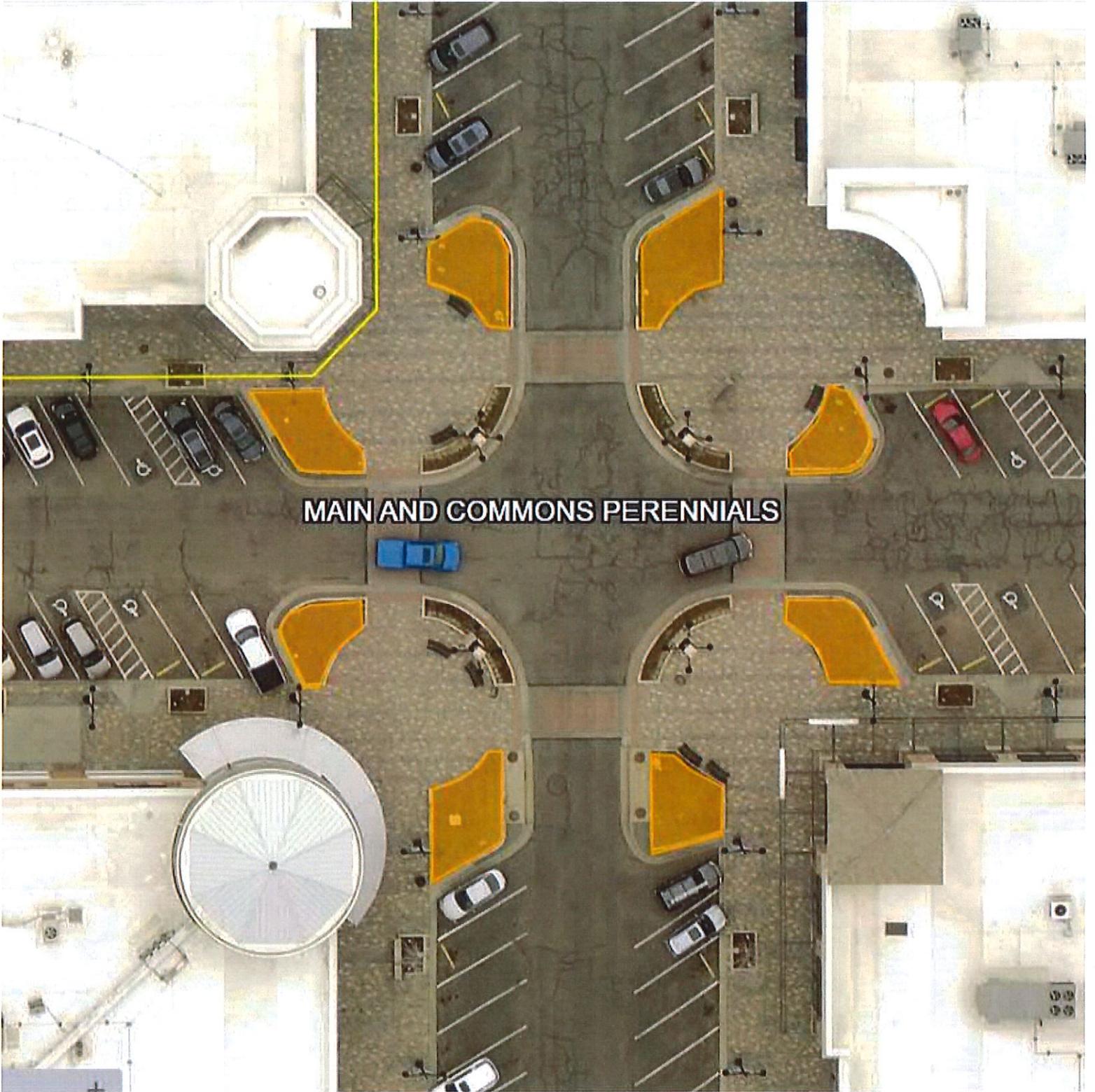
By _____
 Date _____
Southlands



E. STATE ST AND MAIN PERENNIALS



CLOCKTOWER PERENNIAL AREAS



MAIN AND COMMONS PERENNIALS















Southlands Mall

Landscape Floral Bed Assessment by Tom Eudaley, 12/08/2022

Irrigation:

The drip will need to be checked due to a combination of Netafim and micro sprays being together, typically, you do not connect micro sprays to Netafim lines due to loss of pressure and the ability to have adequate coverage. Netafim is a drip system that works on a grid pattern due to the spacing of the holes in the lines. Micro sprays are an overhead spray and nozzling determines the coverage, this can affect the pressure to the Netafim.

- 1) Valve boxes have been destroyed by aeration and many have sunken which could cause line breaks.
- 2) Conventional Drip lines watering nothing, when you pull a dead plant the lines to the plant either need to be capped off or tied so that you aren't watering just mulch, rock, or the ground.
- 3) I noticed a few broken turf heads and heads that are crooked and leaning not allowing a head-to-head coverage, and popup heads along with rotor heads could be affecting the watering to the floral beds by over spraying into the beds.
- 4) There are numerous Hodge podge heads, meaning, numerous different manufacturer heads for instance you have rainbird heads mix with hunters and a lot of old-style heads. This could be of concern due to nozzling and out flow of water, including lack of check valves.
- 5) Drip lines that are connected to Netafim lines, and combination of conventional drip with micro sprays and Netafim.

Beds:

- 1) There are numerous weeds in the beds throughout the property, A pre-emergent would be beneficial in the beds.
- 2) Lack of ground cover, mulch
- 3) Irrigation not working or broken.
- 4) Edging that needs to be replaced or pulled up.
- 5) Lacking soil amendments, soil will need to be modified for optima growth.
- 6) Tilling or turning over the existing beds, this needs to be done yearly to allow for root growth
- 7) Fertilization to existing plants in the beds need to be done
- 8) Encroachment of native and turf into beds, this will have to be removed and kept sprayed with a non-selective Herbicide
- 9) **The number of flats listed per bed area will not cover the square footage of the beds, for instance the main bed on Smokey Hill and aurora south monument beds there is only 15 flats listed, that number would not even cover a quarter of the existing bed. This will need to be re-evaluated for the success of the floral program**

We look forward to working with you this coming year and I hope that the assessment will be of value for you the near future. Environmental Designs is a pro-active company that has a professional staff that can assist you with everything on this assessment. We look forward to serving you and earning your business. If you should have any questions, please feel free to reach out,

Thank you,

Tom Eudaley,

Senior Account Manager/ Horticulturist

teudaley@environmentaldesigns.net

720-597-4694 Cell

303-287-9113 Office

Mike Hoefler,

Vice President Business Development

Mhoefler@environmentaldesigns.net

720-525-9764 Cell

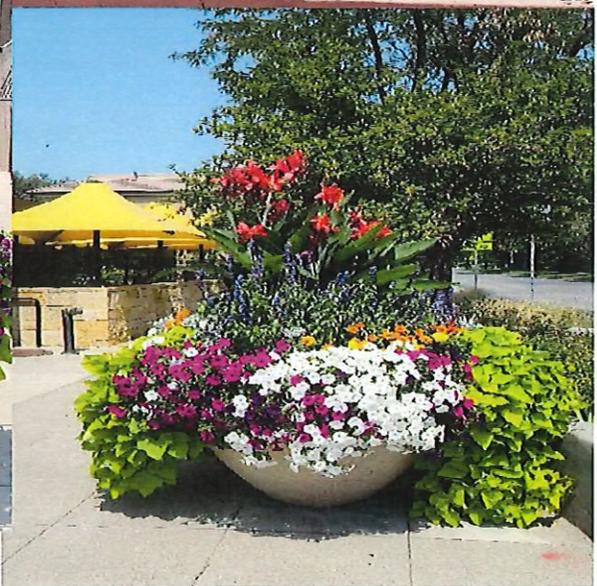
303-287-9113 Office

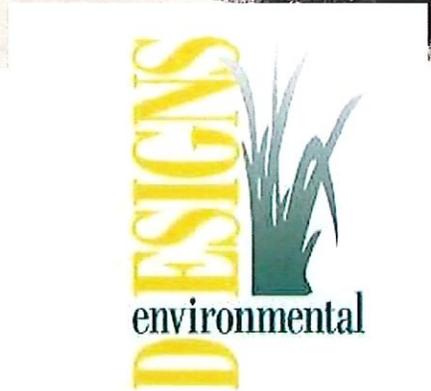




Environmental Designs Floral







Recent Landscape Awards



USE OF COLOR
People's Choice



2020

GOLD - RESIDENTIAL DESIGN/BUILD
PROJECT BUDGET \$500,000 - \$1,000,000



2020

BRONZE - RESIDENTIAL
LANDSCAPE CONTRACTING
PROJECT BUDGET \$25,000 - \$100,000



2019

COMMERCIAL DESIGN/BUILD

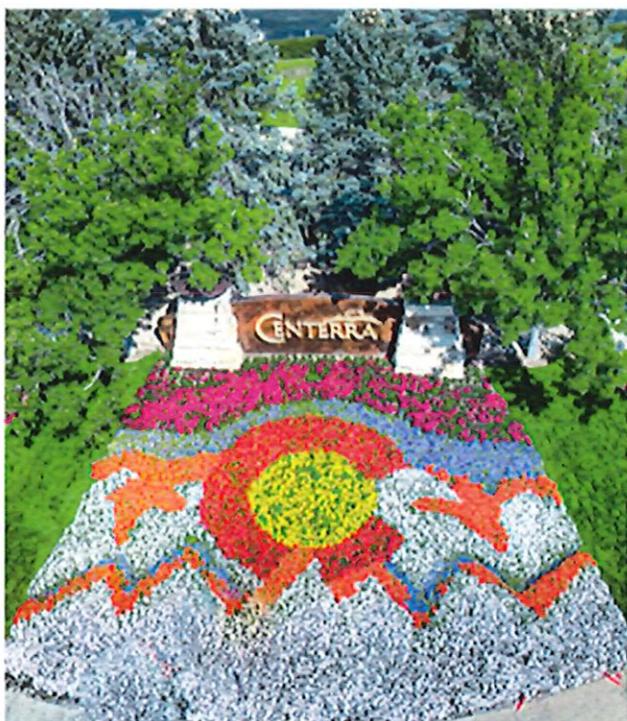


2019

COMMERCIAL LANDSCAPE MAINTENANCE



DESIGNS
environmental





ENVIRONMENTAL DESIGNS, INC.

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

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

WWW.ENVIRONMENTALDESIGNS.COM

SPRING/SUMMER & FALL FLORAL AGREEMENT

EDI Contact: Michael Hoefler
Project Name: Southlands Metro District
Project Address: 6155 S Main St, Aurora, CO 80016

Agreement #: 106704
Date of Agreement: December 14, 2022
2023 Spring Floral

THIS SPRING/SUMMER & FALL FLORAL AGREEMENT (the "Agreement") is made and entered into as of 12/14/2022 (the "Effective Date") by and between Environmental Designs, Inc. (the "Contractor") and Southlands Metro District (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, tools, and taxes required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. TIME OF COMPLETION

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

B. The Work shall be substantially completed within approximately 289 business days of the Commencement Date, Subject to delay due to inclement weather or any other conditions outside of the direct control of the Contractor (each a "Force Majeure Event" and collectively "Force Majeure Events"). Delays due to Force Majeure Events may cause additional price increases to be incurred.

3. GENERAL PROVISIONS

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

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

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

D. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the Contractor receives notice of acceptance within ten (10) calendar days of the date of this Agreement. If accepted, this document shall become a binding Agreement between the Client and the Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Agreement between the Client and the Contractor.

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

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

SPRING/SUMMER & FALL FLORAL AGREEMENT

EXHIBIT A Scope of Services (the "Work")

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

2023 Spring Annual Bed Refresh

This service includes refreshing the soil in the Annual Bed with some Planters Mix, mechanically tilling in the bed, and raking it smooth in preparation for the Spring Annual Color Installation.

2023 Spring Annual Color Installation

Spring/Summer Annual Floral includes 3-4 types of Annuals.

Unless otherwise outlined in this agreement, EDI will not maintain the Spring/Summer Floral Beds.

NO WARRANTIES shall be given, expressed or implied, due to Vandalism, Theft, Over or Under Watering when Irrigation is not available or out of the control of EDI, and/or Acts of Nature (Hail, Lightening, Torrential Rainfall, Freezing, Snow, etc.).

2023 Spring Annual Color Removal

This service includes the removal of Spring Annual Flowers at the end of the Floral Season.

2023 Spring Annual Color Maintenance

This agreement includes periodical maintenance of Spring Floral Beds, including Root Base Feeding, Foliar Feeding, Deadheading, and Weed & Insect Control as needed.

2023 Spring Annual Color Watering

This agreement includes periodical watering of Spring Floral Beds and/or pots.

Floral beds with perennials

These are the floral beds that will have perennials in them.

Project Total	\$496,196.74
----------------------	---------------------

ANNUAL FLORAL WATERING

If it is not otherwise proposed within this agreement and there is no automated irrigation system to water the Spring, Summer, or Fall Annuals, whether the area(s) being planted do not have a system available or the system has been winterized, the Contractor can hand water the beds as necessary for \$65.00 per hour with a 1 hour minimum per trip. By signing below the Client approves the Contractor to hand water the Annual Flowers outlined in this agreement for \$65.00 per man hour with a 1 hour minimum invoiced monthly.

Client: _____ Date: _____



Customer:
 Ann Finn
 Special District Management Services, Inc
 141 Union Blvd # 150
 Lakewood, CO 80228

Property:
 Southlands Metropolitan District No. 1
 Proposal: 5105
 Date: 12/15/2022

PROJECT SUMMARY

2023 Color - Summer Annual Agreement

Planting Areas:

- Area A: Monument Entry Beds
 S. Aurora Parkway and E. Orchard Rd
 NW & SW corners- 2 beds total
- Area B: Monument Entry Beds
 S. Aurora Parkway and E. Commons Ave
 NW & SW corners
- Area C: Monument Entry Beds
 S. Aurora Pkwy between E. Commons/S. Southlands
 Sign Bed #1
 Sign Bed #2
- Area D: Monument Entry Beds
 S. Aurora Pky & S. Southlands Pkwy
 NW & SW corners
- Area E:
 Monument Entry Beds
 S. Aurora Pkwy and Smokey Hill
- Area F:
 Monument Entry Beds
 Smokey Hill Parkway and S. Main St.
 NE. & NW. Corners
- Area G:
 Beds
 S. Main St. and S. Southlands Pkwy
 SW Corner-shaped like a "L"
- Area G:
 continued
 S. Southlands Pkwy and S. Main Street
 N & S side Island tip, bed either side of island
- Area H:
 Beds
 E. Commons Ave and S. Central
 NW & SW Corners plus tip of west median
- Area I:
 Beds
 S. Main Street and E. State Ave
 Center Area-4 beds
- Area J:
 Clocktower Beds

Area K: S. Main Street between Commons & State
 Clocktower Center Area-4 beds
 Beds

Area L: S. Main Street and E. Commons
 Center Area-4 beds
 Beds

Area M: S. Main Street and E. Town Square Ave
 SW & SE Corners beds- 3 beds
 Beds

Area : S. Southlands Pkwy & E. Commons Ave
 NE & SE Corner Beds
 Beds
 Convert to perennials S. Southlands Pkwy and E. Orchard Rd.
 NE & SE corner

Area : Beds
 Convert to perennials E. Orchard Rd and S. Central St.
 NW, NE & SW Corners

Area : Beds
 Convert to perennials S. Central St and S. Southlands Pkwy.
 NE Corner

Area : Beds
 Convert to perennials Plaza and Main Street??
 In different proposal Long rectangle bed Southlands Pkwy&Plaza

2023 Color - Summer Annual Agreement

Southlands Metropolitan District No. 1

Included Services

Included Services	Frequency
Summer Color Installation	
Summer Annual Bed/ Pot Prep	1
Summer Annual Installation	1
Summer Annual Maintenance - Bi-weekly	8
Summer Annual Liquid Fertilizer	3
Summer Annual Removal and Disposal End of Season	1
Supervision	8
Total Price	\$75,010.04

** Plus Tax*

PAYMENT SCHEDULE

Schedule	Price	Sales Tax	Total Price
April	\$0.00	\$0.00	\$0.00
May	\$75,010.04	\$0.00	\$75,010.04
June	\$0.00	\$0.00	\$0.00
July	\$0.00	\$0.00	\$0.00
August	\$0.00	\$0.00	\$0.00
September	\$0.00	\$0.00	\$0.00
October	\$0.00	\$0.00	\$0.00
	\$75,010.04	\$0.00	\$75,010.04

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Bloom Floralscapes, LLC.

**Agent or Owner of: Southlands Metropolitan District
No. 1**

TERMS & CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. **Service.** Service Provider shall provide the Customer the services the "Services" set out in once or more Scope of Work (each a "Project Summary"). The initial accepted Project Summary is attached hereto. [The details of the method and manner for performance of the Services by the Service Provider shall be under its own control, Customer being interested only in the results thereof.]
2. **Payment and Fees.**
 1. In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in Service Provider's then current fee schedule in the Payment Schedule. Payment shall be due within Commercial due thirty (30) days / Residential due ten (10) days of date of Service Provider invoice. A 1.5% per month finance charge will be assessed to original invoice amount if payment is not received within thirty (30) days of invoice date. Bloom Floralscapes reserves the right to terminate this contract and /or cease services for non-payment. Cost for collection of delinquent payment, including reasonable attorney fees will be paid by client.
 2. Modification of Scope. Should the Customer direct any modification or addition to the services, the price shall be adjusted accordingly. All bids are given as lump sum bids for the project. Any square footage subtracted from the original footage does not necessarily decrease/increase the price. If, however, the decrease/increase in size is more than 10% of the total original size, a reevaluation of the bid will be considered.
 3. Pricing does not include overtime or nighttime working hours, should it be required by project constraints or requirements.
 4. Pricing subject to change in the event of any retroactive government mandated minimum wage requirements.
 5. Customer agrees and acknowledges that because of the volatile and unpredictable nature of petroleum and the cost of fuel, it may be necessary during this Agreement to impose a fuel surcharge. There will be a per trip surcharge if the cost of fuel (regular unleaded) exceeds \$4.00 a gallon in the Denver Metro area.
 6. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; provided, that in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets.
 7. Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Service Provider for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed amounts/fees when due hereunder and such failure continues for 5 calendar days following written notice thereof.
3. **Termination.**
 1. The agreement may be cancelled with or without cause by either party by giving such other party thirty (30) days written notice prior to cancellation date. In the event the Agreement is terminated, full payment for services performed and material provided becomes due. If the contract is terminated prematurely, final billing will be determined based on the percentage of contracted work completed. Plant material that has been ordered in advance requires 60 days written notice of cancellation so Bloom Floralscapes, LLC can notify the growers to release the plant material. Any fees and/or penalties Bloom Floralscapes, LLC may incur from the grower will be paid for by Customer.

2. The rights and obligations of the parties set forth in any relative Sections, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.
4. **Warranty and Limitation of Liability.**
 1. Warranty does not include damage due to pedestrian or vehicular traffic, other contractor / subcontractors, rabbits or other animals, drought and/or watering restrictions, improper maintenance by another contract/person during the warranty period, snow removal operations & chemicals, or acts of God, including but not limited to: hail, snow, wind, etc.
 2. Bloom Floralscapes will not warranty pansies, unless monthly winter watering and maintenance is included.
 3. Plant material in pots is not covered by warranty.
 4. Warranty claims will not be honored any time there is a balance due.
 5. In no event shall Service Provider be liable to Customer or to any third party for any loss of use, revenue, or profit [or loss of data or diminution in value], or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
 5. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services[, including any items identified as such in the Scope of Work] (collectively, "**Project Summary**") [except for any Confidential Information of Customer or customer materials] shall be owned by Service Provider.
 1. Owner hereby authorizes Bloom Floralscapes, LLC, to publish photographs taken of the house/ building/ property and surrounding landscape, and any signage and other markings on said building, for use in the Bloom Floralscapes, LLC company publications, including those that are printed, published online, or created in video form. Bloom Floralscapes shall be responsible for taking any such photographs, and the photographs will remain the property of Bloom Floralscapes, LLC.
 2. Owner has full authorization to consent to publication of said photos. Further, Owner hereby releases and holds harmless Bloom Floralscapes, LLC from any reasonable expectation of privacy or confidentiality associated with the images specified above.
 3. Owner further acknowledges that neither Owner, nor any building owner, manager, tenant or other party with claim to the building (whether past, present, or future), or who appears in the photographs, will receive financial compensation of any type associated with the taking or publication of these photographs or participation in Service Provider publications. Owner acknowledges and agrees that publication of said photos confers no rights of ownership or royalties whatsoever and that participation is voluntary.
 4. Owner hereby releases Bloom Floralscapes, LLC, its contractors, its employees and any third parties involved in the creation or publication of marketing materials, from liability for any claims by Owner or any third party in connection with my participation.
 6. **Insurance and Indemnification.** During the term of this Agreement the Contractor shall carry appropriate and legally required statutory worker's compensation, automobile, general liability, and umbrella insurance in accordance with the requirements of the State of Colorado.
 1. Contractor will obtain and pay for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor's business. **However, additional insurance requirements and higher limits (i.e., pollution), and special permits (such as special watering permits and/or construction permits) will be obtained at the expense of the Owner.**
 2. The Customer shall indemnify, defend, and hold harmless the Contractor/Service Provider, its owners, employees and subcontractors from and against any and all claims, damages, attorney's fees, cost and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the Customer alleged or otherwise, or any Act of God, including but not limited to extraordinary

weather conditions, that is related, in any manner whatsoever, to the premises or the Customer involvement with the premises of the services, including but not limited to personal injuries resulting from slip and fall accidents.

7. **Entire Agreement.** This Agreement, including and together with any related Services/Scopes of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Scope of Work, the terms and conditions of this Agreement shall supersede and control.
8. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with the Section). Unless otherwise agreed herein, all Notices must be delivered by certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 8.
9. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction such as invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement including fundamental terms, is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable. [Upon a determination that any term or provision is invalid, illegal, or unenforceable, [the Parties shall negotiate in good faith to/the court may] modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible].
10. **Amendments.** No amendment to or modification of or rescission, termination, or discharge of] this Agreement is effective unless it is in writing [, identified as an amendment to [or rescission, termination, or discharge of this Agreement] and signed by [an authorized representative of] each Party.
11. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
12. **Assignment.** Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement, including by virtue of any merger or corporate reorganization, which will be a deemed assignment, without the prior written consent of Service Provider. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Customer's consent.
13. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
14. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
15. **No Third-Party Beneficiaries.** Subject to the next paragraph, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
16. **Choice of Law.** This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute] are governed by, and construed in accordance with, the laws of the State of Colorado, United States of America [(including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.
 1. Notwithstanding anything stated to the contrary herein, if a dispute arises relating to this Contract, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation.

Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address. This section shall not alter any date in this Agreement, unless otherwise agreed.

17. **Choice of Forum.** This agreement shall be governed and construed in accordance with the Laws of the State of Colorado. Venue for any suit shall be in the State or Federal courts with jurisdiction over the county where the Contractor's principal office is located.
 1. In the event of a breach of the Agreement by either party, the breaching (non-prevailing) party shall pay all reasonable attorney fees, collection fees, and cost of the other party incident to any action brought to enforce the Agreement. If Owner initiates legal action, and later dismisses the action, the Parties agree that Service Provider/Contractor shall be the "Prevailing Party" entitled to recovery of all reasonable attorney's fees and costs of court.
18. **Counterparts.** This Agreement, may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. [Notwithstanding anything to the contrary in Section 8, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
19. **Force Majeure.** The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 60 days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.
 1. All work scheduling shall be at the discretion of the Contractor as to time, day, month, etc. Contracted items will be given priority over time and material, or extra work, in order to remain on established schedules. Contractor shall not be held liable for delays in completion of contracted items due to but not limited to Acts of God, Acts of Owners, weather conditions, Acts of Public Utilities and/or Water Districts, other subcontractors, or H2B delays. The Scope of Work is a tentative schedule of services for your property.

DESCRIPTION OF SERVICES

Summer Annual Bed/ Pot Prep

Soil prep amendments at 4 CY/1000 SF, tilling and grading.

Summer Annual Installation

- Delivery and installation of annual flowers.
- 3D renderings and plant photos are provided for design intent purposes only. Actual material, size, and color may vary. Plants shown in 3D renderings, planting plan, and descriptive plant slides represent mature size, not plant size at installation.
- Availability of plant material may require substitutions. Owner will be notified in the event substitutions are required.

Summer Annual Maintenance - Bi-weekly

- Deadheading, weeding and moisture monitoring.
- Chemical, pesticide, and herbicide treatments are not included.

Summer Annual Liquid Fertilizer

Foliar feed to promote root growth, overall plant health and bloom.

Summer Annual Removal and Disposal End of Season

Removal and disposal of plant material at the end of the season.

Supervision

Design, procurement and coordination of field operations.



2023 Southlands Annual Flower Proposal

Thank you for allowing Bloom Floralscapes the opportunity to provide pricing for the 2023 Annual Color Season. We strive to provide premium services to exceed expectations. We have provided the pricing breakouts based on the RFP as well as our suggestions for perennial conversions throughout the center. We look forward to discussing our recommendations and working with you in the future.

2023 Proposals

2023 Summer Annual -Beds	\$75,010.04
2023 Summer Annual- Hanging Baskets	\$225,992.07
2023 Summer & Fall Annual Pots	\$21,989.72
2023 Enhancement- Convert Annual Beds to Perennial Beds	\$46,812.89

Prices exclude tax

Extra Proposal

2023 Summer Pots Near Cinema Area- Rectangles	\$25,067.40
---	-------------

Prices exclude tax

Bloom Floralscapes, LLC

Address: 1300 W Quincy Ave. Englewood, CO 80110
Phone: 720.635.9007

Website: www.bloomfloralscapes.com
Fax: 720.528.7444



Customer:
 Ann Finn
 Special District Management Services, Inc
 141 Union Blvd # 150
 Lakewood, CO 80228

Property:
 Southlands Metropolitan District No. 1
 Proposal: 5107
 Date: 12/15/2022

PROJECT SUMMARY

2023 Color - Summer Annual Agreement

Planting Areas:

- 10 - 48" Pots Summer
- 10 - 48" Pots Fall

2023 Color - Summer Annual Agreement: Pots- Summer and Fall Southlands Metropolitan District No. 1 Included Services

Included Services	Frequency
Summer Color Installation	
Summer Annual Bed/ Pot Prep	1
Summer Annual Installation	1
Summer Annual Maintenance - Bi-weekly	8
Summer Annual Liquid Fertilizer	6
Hand Water	61
Summer Annual Removal and Disposal End of Season	1
CL - Fall Annual Installation	1
CL - Fall Annual Removal at End of Season	1
Supervision	14
Total Price	\$21,989.72

** Plus Tax*

PAYMENT SCHEDULE

Schedule	Price	Sales Tax	Total Price
April	\$0.00	\$0.00	\$0.00
May	\$21,989.72	\$0.00	\$21,989.72
June	\$0.00	\$0.00	\$0.00
July	\$0.00	\$0.00	\$0.00
August	\$0.00	\$0.00	\$0.00
September	\$0.00	\$0.00	\$0.00
October	\$0.00	\$0.00	\$0.00
November	\$0.00	\$0.00	\$0.00
December	\$0.00	\$0.00	\$0.00
January	\$0.00	\$0.00	\$0.00
February	\$0.00	\$0.00	\$0.00
March	\$0.00	\$0.00	\$0.00
	\$21,989.72	\$0.00	\$21,989.72

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Bloom Floralscapes, LLC.

**Agent or Owner of: Southlands Metropolitan District
No. 1**

TERMS & CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. **Service.** Service Provider shall provide the Customer the services the "Services" set out in once or more Scope of Work (each a "Project Summary"). The initial accepted Project Summary is attached hereto. [The details of the method and manner for performance of the Services by the Service Provider shall be under its own control, Customer being interested only in the results thereof.]
2. **Payment and Fees.**
 1. In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in Service Provider's then current fee schedule in the Payment Schedule. Payment shall be due within Commercial due thirty (30) days / Residential due ten (10) days of date of Service Provider invoice. A 1.5% per month finance charge will be assessed to original invoice amount if payment is not received within thirty (30) days of invoice date. Bloom Floralscapes reserves the right to terminate this contract and /or cease services for non-payment. Cost for collection of delinquent payment, including reasonable attorney fees will be paid by client.
 2. Modification of Scope. Should the Customer direct any modification or addition to the services, the price shall be adjusted accordingly. All bids are given as lump sum bids for the project. Any square footage subtracted from the original footage does not necessarily decrease/increase the price. If, however, the decrease/increase in size is more than 10% of the total original size, a reevaluation of the bid will be considered.
 3. Pricing does not include overtime or nighttime working hours, should it be required by project constraints or requirements.
 4. Pricing subject to change in the event of any retroactive government mandated minimum wage requirements.
 5. Customer agrees and acknowledges that because of the volatile and unpredictable nature of petroleum and the cost of fuel, it may be necessary during this Agreement to impose a fuel surcharge. There will be a per trip surcharge if the cost of fuel (regular unleaded) exceeds \$4.00 a gallon in the Denver Metro area.
 6. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; provided, that in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets.
 7. Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Service Provider for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed amounts/fees when due hereunder and such failure continues for 5 calendar days following written notice thereof.
3. **Termination.**
 1. The agreement may be cancelled with or without cause by either party by giving such other party thirty (30) days written notice prior to cancellation date. In the event the Agreement is terminated, full payment for services performed and material provided becomes due. If the contract is terminated prematurely, final billing will be determined based on the percentage of contracted work completed. Plant material that has been ordered in advance requires 60 days written notice of cancellation so Bloom Floralscapes, LLC can notify the growers to release the plant material. Any fees and/or penalties Bloom Floralscapes, LLC may incur from the grower will be paid for by Customer.

2. The rights and obligations of the parties set forth in any relative Sections, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.
4. **Warranty and Limitation of Liability.**
1. Warranty does not include damage due to pedestrian or vehicular traffic, other contractor / subcontractors, rabbits or other animals, drought and/or watering restrictions, improper maintenance by another contract/person during the warranty period, snow removal operations & chemicals, or acts of God, including but not limited to: hail, snow, wind, etc.
 2. Bloom Floralscapes will not warranty pansies, unless monthly winter watering and maintenance is included.
 3. Plant material in pots is not covered by warranty.
 4. Warranty claims will not be honored any time there is a balance due.
 5. In no event shall Service Provider be liable to Customer or to any third party for any loss of use, revenue, or profit [or loss of data or diminution in value], or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
5. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services[, including any items identified as such in the Scope of Work] (collectively, "**Project Summary**") [except for any Confidential Information of Customer or customer materials] shall be owned by Service Provider.
1. Owner hereby authorizes Bloom Floralscapes, LLC, to publish photographs taken of the house/ building/ property and surrounding landscape, and any signage and other markings on said building, for use in the Bloom Floralscapes, LLC company publications, including those that are printed, published online, or created in video form. Bloom Floralscapes shall be responsible for taking any such photographs, and the photographs will remain the property of Bloom Floralscapes, LLC.
 2. Owner has full authorization to consent to publication of said photos. Further, Owner hereby releases and holds harmless Bloom Floralscapes, LLC from any reasonable expectation of privacy or confidentiality associated with the images specified above.
 3. Owner further acknowledges that neither Owner, nor any building owner, manager, tenant or other party with claim to the building (whether past, present, or future), or who appears in the photographs, will receive financial compensation of any type associated with the taking or publication of these photographs or participation in Service Provider publications. Owner acknowledges and agrees that publication of said photos confers no rights of ownership or royalties whatsoever and that participation is voluntary.
 4. Owner hereby releases Bloom Floralscapes, LLC, its contractors, its employees and any third parties involved in the creation or publication of marketing materials, from liability for any claims by Owner or any third party in connection with my participation.
6. **Insurance and Indemnification.** During the term of this Agreement the Contractor shall carry appropriate and legally required statutory worker's compensation, automobile, general liability, and umbrella insurance in accordance with the requirements of the State of Colorado.
1. Contractor will obtain and pay for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor's business. **However, additional insurance requirements and higher limits (i.e., pollution), and special permits (such as special watering permits and/or construction permits) will be obtained at the expense of the Owner.**
 2. The Customer shall indemnify, defend, and hold harmless the Contractor/Service Provider, its owners, employees and subcontractors from and against any and all claims, damages, attorney's fees, cost and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the Customer alleged or otherwise, or any Act of God, including but not limited to extraordinary

weather conditions, that is related, in any manner whatsoever, to the premises or the Customer involvement with the premises of the services, including but not limited to personal injuries resulting from slip and fall accidents.

7. **Entire Agreement.** This Agreement, including and together with any related Services/Scopes of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Scope of Work, the terms and conditions of this Agreement shall supersede and control.
8. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with the Section). Unless otherwise agreed herein, all Notices must be delivered by certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 8.
9. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction such as invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement including fundamental terms, is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable. [Upon a determination that any term or provision is invalid, illegal, or unenforceable, [the Parties shall negotiate in good faith to/the court may] modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible].
10. **Amendments.** No amendment to or modification of or rescission, termination, or discharge of] this Agreement is effective unless it is in writing [, identified as an amendment to [or rescission, termination, or discharge of this Agreement] and signed by [an authorized representative of] each Party.
11. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
12. **Assignment.** Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement, including by virtue of any merger or corporate reorganization, which will be a deemed assignment, without the prior written consent of Service Provider. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Customer's consent.
13. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
14. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
15. **No Third-Party Beneficiaries.** Subject to the next paragraph, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
16. **Choice of Law.** This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute] are governed by, and construed in accordance with, the laws of the State of Colorado, United States of America [(including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.
 1. Notwithstanding anything stated to the contrary herein, if a dispute arises relating to this Contract, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation.

Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address. This section shall not alter any date in this Agreement, unless otherwise agreed.

17. **Choice of Forum.** This agreement shall be governed and construed in accordance with the Laws of the State of Colorado. Venue for any suit shall be in the State or Federal courts with jurisdiction over the county where the Contractor's principal office is located.
 1. In the event of a breach of the Agreement by either party, the breaching (non-prevailing) party shall pay all reasonable attorney fees, collection fees, and cost of the other party incident to any action brought to enforce the Agreement. If Owner initiates legal action, and later dismisses the action, the Parties agree that Service Provider/Contractor shall be the "Prevailing Party" entitled to recovery of all reasonable attorney's fees and costs of court.
18. **Counterparts.** This Agreement, may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.[Notwithstanding anything to the contrary in Section 8, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
19. **Force Majeure.** The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 60 days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.
 1. All work scheduling shall be at the discretion of the Contractor as to time, day, month, etc. Contracted items will be given priority over time and material, or extra work, in order to remain on established schedules. Contractor shall not be held liable for delays in completion of contracted items due to but not limited to Acts of God, Acts of Owners, weather conditions, Acts of Public Utilities and/or Water Districts, other subcontractors, or H2B delays. The Scope of Work is a tentative schedule of services for your property.

DESCRIPTION OF SERVICES

Summer Annual Bed/ Pot Prep

Soil prep amendments at 4 CY/1000 SF, tilling and grading.

Summer Annual Installation

- Delivery and installation of annual flowers.
- 3D renderings and plant photos are provided for design intent purposes only. Actual material, size, and color may vary. Plants shown in 3D renderings, planting plan, and descriptive plant slides represent mature size, not plant size at installation.
- Availability of plant material may require substitutions. Owner will be notified in the event substitutions are required.

Summer Annual Maintenance - Bi-weekly

- Deadheading, weeding and moisture monitoring.
- Chemical, pesticide, and herbicide treatments are not included.

Summer Annual Liquid Fertilizer

Foliar feed to promote root growth, overall plant health and bloom.

Hand Water

Hand watering of non-irrigated pots or beds.

Summer Annual Removal and Disposal End of Season

Removal and disposal of plant material at the end of the season.

CL - Fall Annual Installation

CL - Fall Annual Removal at End of Season

Supervision

Design, procurement and coordination of field operations.



Customer:
 Ann Finn
 Special District Management Services, Inc
 141 Union Blvd # 150
 Lakewood, CO 80228

Property:
 Southlands Metropolitan District No. 1
 Proposal: 5106
 Date: 12/15/2022

PROJECT SUMMARY

2023 Color - Summer Annual Agreement

Planting Areas:

312 Hanging Baskets

2023 Color - Summer Annual Agreement: 312 Hanging Baskets Southlands Metropolitan District No. 1 Included Services

Included Services	Frequency
Summer Color Installation	
Summer Annual Installation	1
Summer Annual Maintenance - Bi-weekly	8
Summer Annual Liquid Fertilizer	6
Hand Water	102
Summer Annual Removal and Disposal End of Season	1
Supervision	8
Total Price	\$225,992.07

** Plus Tax*

PAYMENT SCHEDULE

Schedule	Price	Sales Tax	Total Price
April	\$0.00	\$0.00	\$0.00
May	\$225,992.07	\$0.00	\$225,992.07
June	\$0.00	\$0.00	\$0.00
July	\$0.00	\$0.00	\$0.00
August	\$0.00	\$0.00	\$0.00
September	\$0.00	\$0.00	\$0.00
October	\$0.00	\$0.00	\$0.00
	\$225,992.07	\$0.00	\$225,992.07

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Bloom Floralscapes, LLC.

**Agent or Owner of: Southlands Metropolitan District
No. 1**

TERMS & CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. **Service.** Service Provider shall provide the Customer the services the "Services" set out in once or more Scope of Work (each a "Project Summary"). The initial accepted Project Summary is attached hereto. [The details of the method and manner for performance of the Services by the Service Provider shall be under its own control, Customer being interested only in the results thereof.]
2. **Payment and Fees.**
 1. In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in Service Provider's then current fee schedule in the Payment Schedule. Payment shall be due within Commercial due thirty (30) days / Residential due ten (10) days of date of Service Provider invoice. A 1.5% per month finance charge will be assessed to original invoice amount if payment is not received within thirty (30) days of invoice date. Bloom Floralscapes reserves the right to terminate this contract and /or cease services for non-payment. Cost for collection of delinquent payment, including reasonable attorney fees will be paid by client.
 2. Modification of Scope. Should the Customer direct any modification or addition to the services, the price shall be adjusted accordingly. All bids are given as lump sum bids for the project. Any square footage subtracted from the original footage does not necessarily decrease/increase the price. If, however, the decrease/increase in size is more than 10% of the total original size, a reevaluation of the bid will be considered.
 3. Pricing does not include overtime or nighttime working hours, should it be required by project constraints or requirements.
 4. Pricing subject to change in the event of any retroactive government mandated minimum wage requirements.
 5. Customer agrees and acknowledges that because of the volatile and unpredictable nature of petroleum and the cost of fuel, it may be necessary during this Agreement to impose a fuel surcharge. There will be a per trip surcharge if the cost of fuel (regular unleaded) exceeds \$4.00 a gallon in the Denver Metro area.
 6. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; provided, that in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets.
 7. Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Service Provider for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed amounts/fees when due hereunder and such failure continues for 5 calendar days following written notice thereof.
3. **Termination.**
 1. The agreement may be cancelled with or without cause by either party by giving such other party thirty (30) days written notice prior to cancellation date. In the event the Agreement is terminated, full payment for services performed and material provided becomes due. If the contract is terminated prematurely, final billing will be determined based on the percentage of contracted work completed. Plant material that has been ordered in advance requires 60 days written notice of cancellation so Bloom Floralscapes, LLC can notify the growers to release the plant material. Any fees and/or penalties Bloom Floralscapes, LLC may incur from the grower will be paid for by Customer.

2. The rights and obligations of the parties set forth in any relative Sections, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.
4. **Warranty and Limitation of Liability.**
 1. Warranty does not include damage due to pedestrian or vehicular traffic, other contractor / subcontractors, rabbits or other animals, drought and/or watering restrictions, improper maintenance by another contract/person during the warranty period, snow removal operations & chemicals, or acts of God, including but not limited to: hail, snow, wind, etc.
 2. Bloom Floralscapes will not warranty pansies, unless monthly winter watering and maintenance is included.
 3. Plant material in pots is not covered by warranty.
 4. Warranty claims will not be honored any time there is a balance due.
 5. In no event shall Service Provider be liable to Customer or to any third party for any loss of use, revenue, or profit [or loss of data or diminution in value], or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
 5. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services[, including any items identified as such in the Scope of Work] (collectively, "**Project Summary**") [except for any Confidential Information of Customer or customer materials] shall be owned by Service Provider.
 1. Owner hereby authorizes Bloom Floralscapes, LLC, to publish photographs taken of the house/ building/ property and surrounding landscape, and any signage and other markings on said building, for use in the Bloom Floralscapes, LLC company publications, including those that are printed, published online, or created in video form. Bloom Floralscapes shall be responsible for taking any such photographs, and the photographs will remain the property of Bloom Floralscapes, LLC.
 2. Owner has full authorization to consent to publication of said photos. Further, Owner hereby releases and holds harmless Bloom Floralscapes, LLC from any reasonable expectation of privacy or confidentiality associated with the images specified above.
 3. Owner further acknowledges that neither Owner, nor any building owner, manager, tenant or other party with claim to the building (whether past, present, or future), or who appears in the photographs, will receive financial compensation of any type associated with the taking or publication of these photographs or participation in Service Provider publications. Owner acknowledges and agrees that publication of said photos confers no rights of ownership or royalties whatsoever and that participation is voluntary.
 4. Owner hereby releases Bloom Floralscapes, LLC, its contractors, its employees and any third parties involved in the creation or publication of marketing materials, from liability for any claims by Owner or any third party in connection with my participation.
 6. **Insurance and Indemnification.** During the term of this Agreement the Contractor shall carry appropriate and legally required statutory worker's compensation, automobile, general liability, and umbrella insurance in accordance with the requirements of the State of Colorado.
 1. Contractor will obtain and pay for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor's business. **However, additional insurance requirements and higher limits (i.e., pollution), and special permits (such as special watering permits and/or construction permits) will be obtained at the expense of the Owner.**
 2. The Customer shall indemnify, defend, and hold harmless the Contractor/Service Provider, its owners, employees and subcontractors from and against any and all claims, damages, attorney's fees, cost and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the Customer alleged or otherwise, or any Act of God, including but not limited to extraordinary

weather conditions, that is related, in any manner whatsoever, to the premises or the Customer involvement with the premises of the services, including but not limited to personal injuries resulting from slip and fall accidents.

7. **Entire Agreement.** This Agreement, including and together with any related Services/Scopes of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Scope of Work, the terms and conditions of this Agreement shall supersede and control.
8. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with the Section). Unless otherwise agreed herein, all Notices must be delivered by certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 8.
9. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement including fundamental terms, is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable. [Upon a determination that any term or provision is invalid, illegal, or unenforceable, [the Parties shall negotiate in good faith to/the court may] modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible].
10. **Amendments.** No amendment to or modification of or rescission, termination, or discharge of] this Agreement is effective unless it is in writing [, identified as an amendment to [or rescission, termination, or discharge of this Agreement] and signed by [an authorized representative of] each Party.
11. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
12. **Assignment.** Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement, including by virtue of any merger or corporate reorganization, which will be a deemed assignment, without the prior written consent of Service Provider. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Customer's consent.
13. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
14. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
15. **No Third-Party Beneficiaries.** Subject to the next paragraph, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
16. **Choice of Law.** This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute] are governed by, and construed in accordance with, the laws of the State of Colorado, United States of America [(including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.
 1. Notwithstanding anything stated to the contrary herein, if a dispute arises relating to this Contract, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation.

Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address. This section shall not alter any date in this Agreement, unless otherwise agreed.

17. **Choice of Forum.** This agreement shall be governed and construed in accordance with the Laws of the State of Colorado. Venue for any suit shall be in the State or Federal courts with jurisdiction over the county where the Contractor's principal office is located.
 1. In the event of a breach of the Agreement by either party, the breaching (non-prevailing) party shall pay all reasonable attorney fees, collection fees, and cost of the other party incident to any action brought to enforce the Agreement. If Owner initiates legal action, and later dismisses the action, the Parties agree that Service Provider/Contractor shall be the "Prevailing Party" entitled to recovery of all reasonable attorney's fees and costs of court.
18. **Counterparts.** This Agreement, may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. [Notwithstanding anything to the contrary in Section 8, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
19. **Force Majeure.** The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 60 days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.
 1. All work scheduling shall be at the discretion of the Contractor as to time, day, month, etc. Contracted items will be given priority over time and material, or extra work, in order to remain on established schedules. Contractor shall not be held liable for delays in completion of contracted items due to but not limited to Acts of God, Acts of Owners, weather conditions, Acts of Public Utilities and/or Water Districts, other subcontractors, or H2B delays. The Scope of Work is a tentative schedule of services for your property.

DESCRIPTION OF SERVICES

Summer Annual Installation

- Delivery and installation of annual flowers.
- 3D renderings and plant photos are provided for design intent purposes only. Actual material, size, and color may vary. Plants shown in 3D renderings, planting plan, and descriptive plant slides represent mature size, not plant size at installation.
- Availability of plant material may require substitutions. Owner will be notified in the event substitutions are required.

Summer Annual Maintenance - Bi-weekly

- Deadheading, weeding and moisture monitoring.
- Chemical, pesticide, and herbicide treatments are not included.

Summer Annual Liquid Fertilizer

Foliar feed to promote root growth, overall plant health and bloom.

Hand Water

Hand watering of non-irrigated pots or beds.

Summer Annual Removal and Disposal End of Season

Removal and disposal of plant material at the end of the season.

Supervision

Design, procurement and coordination of field operations.



Customer:
Ann Finn Special District Management Services, Inc 141 Union Blvd # 150 Lakewood, CO 80228

Property:
Southlands Metropolitan District No. 1 Proposal: 5167 Date: 12/15/2022

PROJECT SUMMARY

Project Description

Material pricing is guaranteed for 14 days from the proposal date.

Convert Annual Beds to Perennial Beds

- 1- Plaza & S Southlands Pkwy
- 2- E State Ave & S Southlands Pkwy
- 3- S Southlands Pkwy & S Central St
- 4- E Commons & S Central St
- 5- E Orchard Rd & S Central St
- 6- E Orchard Rd & S Southlands
- 7- Sign Along S Aurora Pkwy
- 8- S Aurora Pkwy & E Orchard- inner circle area of N bed

PROJECT TOTAL	\$46,812.89	Plus Tax (tax will be added to invoice)
----------------------	--------------------	---

ENHANCEMENT - HARDSCAPE

Materials	Quantity	Unit
RE 1.5" River Rock Installation	2,761.00	sqft
RE Landscape Fabric	2,761.00	sqft
Boulders- Grey Granite Approx. 18" x 18"	3.00	ea

ENHANCEMENT - HARDSCAPE \$11,903.27

ENHANCEMENT - DEMO

Materials	Quantity	Unit		
RE Demo	2,761.00	sqft		
Disposal Kit	2,761.00	sqft		
			ENHANCEMENT - DEMO	\$2,403.81

PLANT INSTALLATION

Materials	Quantity	Unit		
#1 plant install kit	638.00	ea		
#5 plant install kit	71.00	ea		
			PLANT INSTALLATION	\$24,341.74

SITE CONDITIONS

Materials	Quantity	Unit		
Site Conditions	7.00	Day		
Delivery Misc	3.00	ea		
			SITE CONDITIONS	\$4,313.30

ENHANCEMENT - PREP AND GRADING

Materials	Quantity	Unit		
RE Soil Prep & Fine Grade	2,761.00	sqft		
			ENHANCEMENT - PREP AND GRADING	\$3,850.77

PAYMENT SCHEDULE

Schedule	Price	Sales Tax	Total Price
Down Payment	\$23,406.45	\$0.00	\$23,406.45
Finished Project	\$23,406.44	\$0.00	\$23,406.44
	\$46,812.89	\$0.00	\$46,812.89

Terms & Conditions**SPECIFICATIONS**

1. If contract is not approved within 30 days of the date on the contract, budget is subject to change.
2. 3D renderings, plant, stone, paver, and concrete photos/samples are provided for design intent purposes only. Actual material, size, and color may vary. Plants shown in 3D renderings, planting plan, and descriptive plant slides represent mature size, not plant size at installation.
3. Availability of plant material may require substitutions. Customer will be notified in the event substitutions are required.
4. Natural Stone ranges in color. All caps are nominal thickness and can range up to a full 1/2" between pieces. Samples are only a small representation of texture and color range.
5. Hardscape products including pavers and stone contain natural elements which may have color variations. Efflorescence, a white haze is a natural process that will correct itself with time, and does not affect the structural integrity of the product.
6. Demo, haul-off, and disposal fees are based on removing up to 2" depth of existing landscape. Should depth of landscape exceed 2" depth, additional demo, haul-off and disposal fees will be applied.
7. Any demolition of concrete discovered having re-bar, wire mesh, or fiber mesh may result in a price increase.
8. Unless otherwise indicated, subgrade preparation is quoted based on rough grading provided by others to

within +/- 1/10th foot of finish subgrade elevation, and allowing adequate soil to balance within Bloom Floralscapes, LLC work limits. Bloom Floralscapes, LLC will not be responsible for importing or exporting material in order to bring subgrade to finish level.

9. Bloom Floralscapes, LLC will not be responsible for drainage unless the minimum drainage requirement of 1/10th foot for each 10 feet is attainable in conjunction with our portion of work.
10. Customer shall be responsible for making additional payments for changes requested by client, either verbal or written. Any change in the scope of work will result in a change order with change in price as applicable.
11. Modification of Scope. Should the Customer direct any modification or addition to the services, the price shall be adjusted accordingly. All bids are given as lump sum bids for the project. Any square footage subtracted from the original footage does not necessarily decrease/increase the price. If, however, the decrease/increase in size is more than 10% of the total original size, a reevaluation of the bid will be considered.
12. Any square footage added to the project after the base bid is given may not be the same price per square foot as the original bid, but may be priced as a separate entity.
13. Any laying pattern changes, color changes, paver and hardscape product changes such as steps and walls, or other material changes may result in a price change.
14. All bids are given as lump sum bids for the project. Any square footage subtracted from the original footage does not necessarily decrease/increase the price. If, however, the decrease/increase in size is more than 10% of the total original size, a reevaluation of the bid will be considered.
15. Any items such as grade changes, hidden concrete, excessive tree roots, fence posts, unmarked sprinklers, underground utilities, cable or other unforeseen items could result in a price increase.
16. Pricing does not include overtime or nighttime working hours, should it be required by project constraints or requirements.
17. Additional site access may be required to move/mobilize equipment
18. This estimate is based on one mobilization; additional mobilizations will be charged at \$500 each.
19. Bloom Floralscapes, LLC will call in utility locates; however, we assume no liability for unmarked lines and/or private lines.
20. **Customer will be notified as soon as possible should any hidden or unforeseen work, not already included in Scope of Work, needs to be completed in order to finish project. Customer will need to approve a change order, if necessary, before the additional work can be completed.**

-

EXCLUSIONS

1. Pricing for traffic control, lane closure permit, licensing, fees or other permits that may be required for project (unless otherwise noted in bid).
2. Survey, permits, testing of materials, drawings, or any engineering unless otherwise noted in bid.
3. Our base bid prices take into consideration the use of heavy equipment (such as skid loaders) and may damage existing sod and or landscaping. The repair or replacement of existing landscaping is not included in the base bid price, unless otherwise noted in the bid.
4. Irrigation alterations / additions not included in budget, unless otherwise noted.
5. Should it be necessary to alter / install new irrigation, a change order will be required, work to be completed based on time and material to complete task.
6. Irrigation timer, backflow prevention device, irrigation main line, and valves unless otherwise noted in bid.
7. Backflow inspection fee, point of connection tap and power to controller
8. As-built plans
9. Weather Protection
10. Floor Protection
11. Temporary Fencing/Barricades Handling
12. Removal of any hazardous material
13. Removal, replacement, or repair of any hidden or unforeseen obstructions
14. Clean-up for other subcontractors
15. Any work not specifically included in this estimate

-

CONTRACTUAL TERMS & CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. **Service.** Service Provider shall provide the Customer the services the "Services" set out in once or more Scope of Work (each a "Project Summary"). The initial accepted Project Summary is attached hereto. [The details of the method and manner for performance of the Services by the Service Provider shall be under its own control, Customer being interested only in the results thereof.]
2. **Payment and Fees.**
 1. In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in Service Provider's then current fee schedule in the Payment Schedule. Payment shall be due within Commercial due thirty (30) days / Residential due ten (10) days of date of Service Provider invoice.
 2. A 50% deposit is due upon contract execution. Monthly progress billing & payments are required if project duration is greater than 30 days. Site furnishings and custom orders require 50% deposit due to manufacturer's custom order requirement; with remainder due upon delivery of item. Site Furnishings, containers/pots, and custom order products are non-returnable.
 3. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; provided, that in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets.
 4. Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Service Provider for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed amounts/fees when due hereunder and such failure continues for 5 calendar days following written notice thereof.
3. **Termination.**
 1. The agreement may be cancelled with or without cause by either party by giving such other party thirty (30) days written notice prior to cancellation date. In the event the Agreement is terminated, full payment for services performed and material provided becomes due. If the contract is terminated prematurely, final billing will be determined based on the percentage of contracted work completed. Material that has been ordered in advance requires 60 days written notice of cancellation so Bloom Floralscapes, LLC can notify the suppliers to release the material. Any restocking fees and/or penalties Bloom Floralscapes, LLC may incur from the supplier will be paid for by Customer.
 2. The rights and obligations of the parties set forth in any relative Sections, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.
4. **Warranty and Limitation of Liability.**
 1. Warranty claims will not be honored any time there is a balance due.
 2. Plants are under seasonal warranty until October 31st. One year warranty is available with the purchase of a winter watering program from Bloom Floralscapes, LLC. Winter watering program must be approved prior to October 31st for one year warranty to be valid. Plant replacement will be the same type and size as what was originally planted. This plant warranty only covers one plant replacement per plant; should they die. This warranty applies only if the plants are maintained per the standards below.
 3. Sod, annuals, bulbs, and container plantings are not covered under warranty.
 4. Newly installed landscape plants will suffer transplant shock, particularly during the hot summer months. It is imperative that the plants receive proper care in order to minimize stress. Upon installation it is the responsibility of the Customer to supply the plants with sufficient water and

fertilizer during the growing season

5. Bloom will make warranty replacements during the optimum planting season, spring and fall. Typical replacements may take place between May 1st through June 30th and September 1st through October 1st.
 6. Warranty does not include damage due to pedestrian or vehicular traffic, plants killed or damaged by pests, disease, other contractor / subcontractors, rabbits or other animals, drought and/or watering restrictions, improper maintenance by another contract/person during the warranty period, snow removal operations & chemicals, or acts of God, including but not limited to: hail, snow, wind, etc.
 7. Bloom will not replace plants experiencing seasonal die back, when pruning or proper care will restore them to health.
 8. Bloom cannot warranty against weed growth in mulch or topsoil beds, due to germination of dormant seeds in the soil.
 9. Warranty shall be void and will not apply to plants installed by Bloom, then subsequently adjusted, moved, removed or modified by an individual or entity other than Bloom Floralscapes.
 10. Irrigation materials and workmanship are under warranty for 1 year from final walk through date. Irrigation damage due to winter conditions and/or freezing temperatures are not covered by warranty.
 11. Hardscape materials (pavers, concrete, flagstone, edger, etc.) are under warranty for 1 year from final walk through date.
 12. In no event shall Service Provider be liable to Customer or to any third party for any loss of use, revenue, or profit [or loss of data or diminution in value], or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
 13. **Limited Warranty and Disclaimer.** Should any of the work performed, or materials provided, hereunder prove defective due to faulty materials or workmanship, Purchaser is required to notify Bloom Floralscapes, LLC immediately, stating full particulars in support of its claim. It is an express condition for this warranty that the Purchaser notify Bloom Floralscapes, LLC in writing of any claimed defective workmanship or materials within ten (10) days of discovery of any such defect. Bloom Floralscapes, LLC liability for defective workmanship or materials shall be limited to repairing or replacing, at Bloom Floralscapes, LLC option, any defective workmanship or materials, and the repair or replacement represents Bloom Floralscapes, LLC sole and exclusive liability for any defective workmanship or materials, whether liability is based on contract, warranty or tort, and in no event shall Bloom Floralscapes, LLC liability exceed the cost of the work performed by Bloom Floralscapes, LLC hereunder. Any warranties provided herein are available to only the Purchaser, and do not extend to any subsequent owner or user of any work or materials provided by Bloom Floralscapes, LLC hereunder. Purchaser hereby indemnifies and holds Bloom Floralscapes, LLC harmless from and against any and all other claims, liabilities and actions by third parties, including (without limitation) customer(s) of Purchaser, relating to the specified work and materials sold hereunder. **ANY WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL BLOOM FLORALSCAPES, LLC BE OBLIGATED, OR LIABLE, FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES, LOSSES, OR EXPENSES IN CONNECTION WITH OR BY REASON OF ANY CLAIMED DEFECTIVE WORKMANSHIP OR MATERIALS.**
5. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Scope of Work (collectively, "**Project Summary**") shall be owned by Service Provider.
1. Owner hereby authorizes Bloom Floralscapes, LLC, to publish photographs taken of the house/ building/ property and surrounding landscape, and any signage and other markings on said building, for use in the Bloom Floralscapes, LLC company publications, including those that are printed, published online, or created in video form. Bloom Floralscapes shall be responsible for taking any such photographs, and the photographs will remain the property of Bloom Floralscapes, LLC.

2. Owner has full authorization to consent to publication of said photos. Further, Owner hereby releases and holds harmless Bloom Floralscapes, LLC from any reasonable expectation of privacy or confidentiality associated with the images specified above.
3. Owner further acknowledges that neither Owner, nor any building owner, manager, tenant or other party with claim to the building (whether past, present, or future), or who appears in the photographs, will receive financial compensation of any type associated with the taking or publication of these photographs or participation in Service Provider publications. Owner acknowledges and agrees that publication of said photos confers no rights of ownership or royalties whatsoever and that participation is voluntary.
4. Owner hereby releases Bloom Floralscapes, LLC, its contractors, its employees and any third parties involved in the creation or publication of marketing materials, from liability for any claims by Owner or any third party in connection with my participation.
6. **Insurance and Indemnification.** During the term of this Agreement the Contractor shall carry appropriate and legally required statutory worker's compensation, automobile, general liability, and umbrella insurance in accordance with the requirements of the State of Colorado.
 1. Contractor will obtain and pay for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor's business. **However, additional insurance requirements and higher limits (i.e., pollution), and special permits (such as special watering permits and/or construction permits) will be obtained at the expense of the Owner.**
 2. The Customer shall indemnify, defend, and hold harmless the Contractor/Service Provider, its owners, employees and subcontractors from and against any and all claims, damages, attorney's fees, cost and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the Customer alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the Customer involvement with the premises of the services, including but not limited to personal injuries resulting from slip and fall accidents.
7. **Entire Agreement.** This Agreement, including and together with any related Services/Scopes of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Scope of Work, the terms and conditions of this Agreement shall supersede and control.
8. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with the Section). Unless otherwise agreed herein, all Notices must be delivered by certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 8.
9. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement including fundamental terms, is invalid, illegal, or unenforceable, the remainder of this Agreement shall be enforceable. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to the court and may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
10. **Amendments.** No amendment to or modification of or rescission, termination, or discharge of] this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by an authorized representative of each Party.
11. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
12. **Assignment.** Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any

of its obligations under this Agreement, including by virtue of any merger or corporate reorganization, which will be a deemed assignment, without the prior written consent of Service Provider. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Customer's consent.

13. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
14. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
15. **No Third-Party Beneficiaries.** Subject to the next paragraph, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
16. **Choice of Law.** This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Colorado, United States of America (including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.
 1. Notwithstanding anything stated to the contrary herein, if a dispute arises relating to this Contract, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address. This section shall not alter any date in this Agreement, unless otherwise agreed.
17. **Choice of Forum.** This agreement shall be governed and construed in accordance with the Laws of the State of Colorado. Venue for any suit shall be in the State or Federal courts with jurisdiction over the county where the Contractor's principal office is located.
 1. In the event of a breach of the Agreement by either party, the breaching (non-prevailing) party shall pay all reasonable attorney fees, collection fees, and cost of the other party incident to any action brought to enforce the Agreement. If Owner initiates legal action, and later dismisses the action, the Parties agree that Service Provider/Contractor shall be the "Prevailing Party" entitled to recovery of all reasonable attorney's fees and costs of court.
18. **Counterparts.** This Agreement, may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 8, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
19. **Force Majeure.** The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 60 days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.
 1. All work scheduling shall be at the discretion of the Contractor as to time, day, month, etc. Contracted items will be given priority over time and material, or extra work, in order to remain on established schedules. Contractor shall not be held liable for delays in completion of contracted items due to but not limited to Acts of God, Acts of Owners, weather conditions, Acts of Public Utilities and/or Water Districts, other subcontractors, or H2B delays. The Scope of Work is a tentative schedule of services for your property.

Proposed By:

Agreed & Accepted By:

Kelci Martinez
Bloom Floralscapes, LLC.

12/15/2022
Date

Agent or Owner

Date



Customer:
 Ann Finn
 Special District Management Services, Inc
 141 Union Blvd # 150
 Lakewood, CO 80228

Property:
 Southlands Metropolitan District No. 1
 Proposal: 5166
 Date: 12/15/2022

PROJECT SUMMARY

2023 Color - Summer Annual Agreement

Planting Areas:

31-Pots 44"X14" rectangle

2023 Color - Summer Annual Agreement- Rectangular Pots - Cinema- Plaza Ave Southlands Metropolitan District No. 1 Included Services

Included Services	Frequency
Summer Color Installation	
Summer Annual Bed/ Pot Prep	1
Summer Annual Installation	1
Summer Annual Irrigation Adjustments	2
Summer Annual Maintenance - Bi-weekly	8
Summer Annual Liquid Fertilizer	1
Hand Water	51
Summer Annual Removal and Disposal End of Season	1
Supervision	8
Total Price	\$25,067.40

** Plus Tax*

PAYMENT SCHEDULE

Schedule	Price	Sales Tax	Total Price
April	\$0.00	\$0.00	\$0.00
May	\$25,067.40	\$0.00	\$25,067.40
June	\$0.00	\$0.00	\$0.00
July	\$0.00	\$0.00	\$0.00
August	\$0.00	\$0.00	\$0.00
September	\$0.00	\$0.00	\$0.00
October	\$0.00	\$0.00	\$0.00
	\$25,067.40	\$0.00	\$25,067.40

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Bloom Floralscapes, LLC.

**Agent or Owner of: Southlands Metropolitan District
No. 1**

TERMS & CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. **Service.** Service Provider shall provide the Customer the services the "Services" set out in once or more Scope of Work (each a "Project Summary"). The initial accepted Project Summary is attached hereto. [The details of the method and manner for performance of the Services by the Service Provider shall be under its own control, Customer being interested only in the results thereof.]
2. **Payment and Fees.**
 1. In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in Service Provider's then current fee schedule in the Payment Schedule. Payment shall be due within Commercial due thirty (30) days / Residential due ten (10) days of date of Service Provider invoice. A 1.5% per month finance charge will be assessed to original invoice amount if payment is not received within thirty (30) days of invoice date. Bloom Floralscapes reserves the right to terminate this contract and /or cease services for non-payment. Cost for collection of delinquent payment, including reasonable attorney fees will be paid by client.
 2. Modification of Scope. Should the Customer direct any modification or addition to the services, the price shall be adjusted accordingly. All bids are given as lump sum bids for the project. Any square footage subtracted from the original footage does not necessarily decrease/increase the price. If, however, the decrease/increase in size is more than 10% of the total original size, a reevaluation of the bid will be considered.
 3. Pricing does not include overtime or nighttime working hours, should it be required by project constraints or requirements.
 4. Pricing subject to change in the event of any retroactive government mandated minimum wage requirements.
 5. Customer agrees and acknowledges that because of the volatile and unpredictable nature of petroleum and the cost of fuel, it may be necessary during this Agreement to impose a fuel surcharge. There will be a per trip surcharge if the cost of fuel (regular unleaded) exceeds \$4.00 a gallon in the Denver Metro area.
 6. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; provided, that in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets.
 7. Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall also reimburse Service Provider for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed amounts/fees when due hereunder and such failure continues for 5 calendar days following written notice thereof.
3. **Termination.**
 1. The agreement may be cancelled with or without cause by either party by giving such other party thirty (30) days written notice prior to cancellation date. In the event the Agreement is terminated, full payment for services performed and material provided becomes due. If the contract is terminated prematurely, final billing will be determined based on the percentage of contracted work completed. Plant material that has been ordered in advance requires 60 days written notice of cancellation so Bloom Floralscapes, LLC can notify the growers to release the plant material. Any fees and/or penalties Bloom Floralscapes, LLC may incur from the grower will be paid for by Customer.

2. The rights and obligations of the parties set forth in any relative Sections, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.
4. **Warranty and Limitation of Liability.**
 1. Warranty does not include damage due to pedestrian or vehicular traffic, other contractor / subcontractors, rabbits or other animals, drought and/or watering restrictions, improper maintenance by another contract/person during the warranty period, snow removal operations & chemicals, or acts of God, including but not limited to: hail, snow, wind, etc.
 2. Bloom Floralscapes will not warranty pansies, unless monthly winter watering and maintenance is included.
 3. Plant material in pots is not covered by warranty.
 4. Warranty claims will not be honored any time there is a balance due.
 5. In no event shall Service Provider be liable to Customer or to any third party for any loss of use, revenue, or profit [or loss of data or diminution in value], or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not service provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
 5. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services[, including any items identified as such in the Scope of Work] (collectively, "**Project Summary**") [except for any Confidential Information of Customer or customer materials] shall be owned by Service Provider.
 1. Owner hereby authorizes Bloom Floralscapes, LLC, to publish photographs taken of the house/ building/ property and surrounding landscape, and any signage and other markings on said building, for use in the Bloom Floralscapes, LLC company publications, including those that are printed, published online, or created in video form. Bloom Floralscapes shall be responsible for taking any such photographs, and the photographs will remain the property of Bloom Floralscapes, LLC.
 2. Owner has full authorization to consent to publication of said photos. Further, Owner hereby releases and holds harmless Bloom Floralscapes, LLC from any reasonable expectation of privacy or confidentiality associated with the images specified above.
 3. Owner further acknowledges that neither Owner, nor any building owner, manager, tenant or other party with claim to the building (whether past, present, or future), or who appears in the photographs, will receive financial compensation of any type associated with the taking or publication of these photographs or participation in Service Provider publications. Owner acknowledges and agrees that publication of said photos confers no rights of ownership or royalties whatsoever and that participation is voluntary.
 4. Owner hereby releases Bloom Floralscapes, LLC, its contractors, its employees and any third parties involved in the creation or publication of marketing materials, from liability for any claims by Owner or any third party in connection with my participation.
 6. **Insurance and Indemnification.** During the term of this Agreement the Contractor shall carry appropriate and legally required statutory worker's compensation, automobile, general liability, and umbrella insurance in accordance with the requirements of the State of Colorado.
 1. Contractor will obtain and pay for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor's business. **However, additional insurance requirements and higher limits (i.e., pollution), and special permits (such as special watering permits and/or construction permits) will be obtained at the expense of the Owner.**
 2. The Customer shall indemnify, defend, and hold harmless the Contractor/Service Provider, its owners, employees and subcontractors from and against any and all claims, damages, attorney's fees, cost and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the Customer alleged or otherwise, or any Act of God, including but not limited to extraordinary

weather conditions, that is related, in any manner whatsoever, to the premises or the Customer involvement with the premises of the services, including but not limited to personal injuries resulting from slip and fall accidents.

7. **Entire Agreement.** This Agreement, including and together with any related Services/Scopes of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Scope of Work, the terms and conditions of this Agreement shall supersede and control.
8. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with the Section). Unless otherwise agreed herein, all Notices must be delivered by certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 8.
9. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction; provided, however, that if any fundamental term or provision of this Agreement including fundamental terms, is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable. [Upon a determination that any term or provision is invalid, illegal, or unenforceable, [the Parties shall negotiate in good faith to/the court may] modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible].
10. **Amendments.** No amendment to or modification of or rescission, termination, or discharge of] this Agreement is effective unless it is in writing [, identified as an amendment to [or rescission, termination, or discharge of this Agreement] and signed by [an authorized representative of] each Party.
11. **Waiver.** No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
12. **Assignment.** Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement, including by virtue of any merger or corporate reorganization, which will be a deemed assignment, without the prior written consent of Service Provider. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Customer's consent.
13. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
14. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
15. **No Third-Party Beneficiaries.** Subject to the next paragraph, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
16. **Choice of Law.** This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute] are governed by, and construed in accordance with, the laws of the State of Colorado, United States of America [(including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado.
 1. Notwithstanding anything stated to the contrary herein, if a dispute arises relating to this Contract, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation.

Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address. This section shall not alter any date in this Agreement, unless otherwise agreed.

17. **Choice of Forum.** This agreement shall be governed and construed in accordance with the Laws of the State of Colorado. Venue for any suit shall be in the State or Federal courts with jurisdiction over the county where the Contractor's principal office is located.
 1. In the event of a breach of the Agreement by either party, the breaching (non-prevailing) party shall pay all reasonable attorney fees, collection fees, and cost of the other party incident to any action brought to enforce the Agreement. If Owner initiates legal action, and later dismisses the action, the Parties agree that Service Provider/Contractor shall be the "Prevailing Party" entitled to recovery of all reasonable attorney's fees and costs of court.
18. **Counterparts.** This Agreement, may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. [Notwithstanding anything to the contrary in Section 8, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
19. **Force Majeure.** The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 60 days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.
 1. All work scheduling shall be at the discretion of the Contractor as to time, day, month, etc. Contracted items will be given priority over time and material, or extra work, in order to remain on established schedules. Contractor shall not be held liable for delays in completion of contracted items due to but not limited to Acts of God, Acts of Owners, weather conditions, Acts of Public Utilities and/or Water Districts, other subcontractors, or H2B delays. The Scope of Work is a tentative schedule of services for your property.

DESCRIPTION OF SERVICES

Summer Annual Bed/ Pot Prep

Soil prep amendments at 4 CY/1000 SF, tilling and grading.

Summer Annual Installation

- Delivery and installation of annual flowers.
- 3D renderings and plant photos are provided for design intent purposes only. Actual material, size, and color may vary. Plants shown in 3D renderings, planting plan, and descriptive plant slides represent mature size, not plant size at installation.
- Availability of plant material may require substitutions. Owner will be notified in the event substitutions are required.

Summer Annual Irrigation Adjustments

- On sites that Bloom Floralscapes controls the irrigation, necessary programming adjustments will be made at the time of planting.
- If Bloom Floralscapes does not control the irrigation, we will work in conjunction with your landscape maintenance contractor to program and establish proper irrigation times.
- Irrigation alterations / additions not included in budget, unless noted in bid. Should it be necessary to alter / install new irrigation, a change order will be required, work to be completed based on time and material to complete task.
- It is typical that some heads and nozzles will need to be replaced at the time of flower installation to ensure proper coverage. This expense is not included in the proposal. Because time is of essence during flower installation season, it is ideal to have pre-approval of \$350 for minor irrigation repairs in the flowerbeds so as not to disrupt installation.

Summer Annual Maintenance - Bi-weekly

- Deadheading, weeding and moisture monitoring.
- Chemical, pesticide, and herbicide treatments are not included.

Summer Annual Liquid Fertilizer

Foliar feed to promote root growth, overall plant health and bloom.

Hand Water

Hand watering of non-irrigated pots or beds.

Summer Annual Removal and Disposal End of Season

Removal and disposal of plant material at the end of the season.

Supervision

Design, procurement and coordination of field operations.

Southlands Metro District 2023 Summer Annuals



Summer Annual Displays



Summer Annual Displays



Summer Pot Progression



May 13th
Day of Installation



May 29th



June 24th



July 7th



August 7th

Plant Palette- Pots



Plant Palette 1



Plant Palette 2



Plant Palette 3



Plant Palette 4



Perennial Palette



Plant Select
plant smarter

Plant Select
plant smarter

Plant Select
plant smarter

Plant Select
plant smarter



Sandra Villegas



About us

We been serving the Denver Metro area since 2009, Ecogreen Landscape has provided a wide range of services including landscape, water conservation, construction, concrete, demolition and renovation, irrigation repair, irrigation redesign and upgrades, hydro seeding/hydro mulching, design of landscape, installation and maintenance of annual and perennial beds.



Annual Floral Program

Ecogreen Landscape LLC

FLORAL SERVICES		2023	2023
LOCATION	FLATS	UNIT PRICE	PRICE
Monument Entry Beds S. Aurora Parkway and E. Orchard Rd NW & SW corners- 2 beds total	60	\$239.15	\$14,439.00
Monument Entry Beds S. Aurora Parkway and E. Commons Ave NW & NE corners	40	\$239.15	\$9,566.00
Monument Entry Beds S. Aurora Pkwy between E. Commons/S. Southlands 1 sign bed	8	\$239.15	\$1,913.20
Monument Entry Beds S. Aurora Pky & S. Southlands Pkwy NW & NE corners	20	\$239.15	\$4,783.00
Monument Entry Beds S. Aurora Pkwy and Smokey Hill	15	\$239.15	\$3,585.00
Monument Entry Beds Smokey Hill Parkway and S. Main St. NE. & NW. Corners	40	\$239.15	\$9,566.00
Beds S. Main St. and S. Southlands Pkwy SW Corner-shaped like a "L"	20	\$239.15	\$4,783.00
Beds S. Southlands Pkwy and E. Orchard Rd. NE & SE corner	12	\$239.15	\$2,869.80
Beds E. Orchard Rd and S. Central St. NW, NE & SW Corners	17	\$239.15	\$4,065.55

Annual Floral Program

Ecogreen Landscape LLC

FLORAL SERVICES	2022		2023	
LOCATION	FLATS	UNIT PRICE	PRICE	
Beds	20	\$239.15	\$4,783.00	
E. Commons Ave and S. Central NW & SW Corners plus tip of west median				
Beds	12	\$239.15	\$2,869.80	
S. Central St and S. Southlands Pkwy. NE Corner				
Beds	48	\$239.15	\$11,479.20	
S. Southlands Pkwy and S. Main Streer N side Island tip				
Beds	60	\$239.15	\$14,439.00	
S. Main Street and E. State Ave Center Area-4 beds				
Beds	48	\$239.15	\$11,479.20	
S. Main Street and E. Commons Center Area-4 beds				
Beds	30	\$239.15	\$7,174.50	
S. Main Street and E. Town Square Ave SW & SE Corners beds- 3 beds				
Beds	40	\$239.15	\$9,566.00	
Clock Tower				
Beds	7	\$239.15	\$1,674.05	
Plaza and Main Street Long retangle bed				
Hanging Baskets	312	\$273.46	\$85,319.52	
312 Baskets				
Handwatering (M-S) Done by 9am	312	\$87,550.00	\$87,550.00	
Pots	10	\$425.00	\$4,250.00	
48" Pots-Center piece with annuals around center piece w/foilage cascading down the sides				
	TOTAL	\$92,124.01	\$295,964.82	

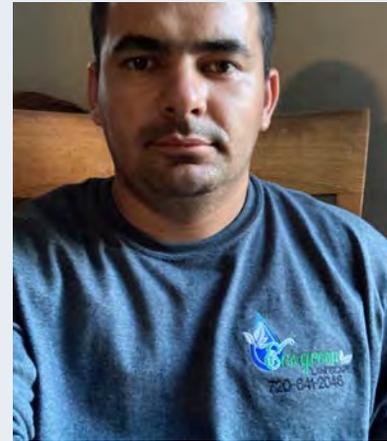
Meet the Ecogreen Landscape Managing Team



Sandra Villegas
Owner / Designer



Robert Villegas
Operations Manager



Alejandro Lumbi
Forman Flower Division



Douglas Zeledon
Maintenance Forman

Meet the extended team at Ecogreen Landscape



Jackson Cruz
Agricultural Engineer



Erick Galiano
Construction Crew



Luis Pineda
Maintenance Crew



Andrew
Maintenance Supervisor



David Ruiz
Floral Crew



Rome Naive
Irrigation Tech



Jaden Herrera
Office Assistant



AhrkAngel Marruiz
Maintenance Crew



Summary

At Ecogreen Landscape, we provide floral and landscaping services and can customized all our services to the clients needs. We like to keep as detail on what client request and desires for each services we provide, to maintain a good relation and communication skills with our clients. Ecogreen Landscape soon will provide a calendar to our customer for them to always have an update on the weekly services for our customers updates in every project we maintain for them. Ecogreen Landscapes bring the best quality services and Integrity to our clients.

Questions



Thank you

Sandra Villegas

(303)-718-2013

sandra@ecogreenlandscape.net

Ecogreen Landscape, LLC

