STANDARD MAINTENANCE AGREEMENT

Environmental Designs, Inc.
12511 E. 112th. Avenue
Henderson, CO 80640
303-287-9113 Office
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EDI Contact: Daniel Caldwell

For Internal Use Only

	Name/Crew	Date
STP:		
Done By:		
Posted:		
Invoiced:		
Proposal #:	43005	

Project Name: Beebe Draw Farms Authority
Project Address: 16504 Beebe Draw Farms Pkwy
Platteville, CO 80651
Contact Name: Dan Cordova
E-Mail: dcordova@sdmsi.com

Billing Name: Beebe Draw Farms Authority
Billing Address: 141 Union Blvd Suite 150
Lakewood, CO 80228
Contact Number: 303-987-0835
Contact Fax:

THIS AGREEMENT made on **October 25, 2013** by and between,
ENVIRONMENTAL DESIGNS, INC. hereinafter called the Contractor and,
Beebe Draw Farms Authority hereinafter called the Client.
Witnesseth, that the Contractor and the Client for the considerations named agree as follows:

ARTICLE I TERM

A) The terms of this agreement shall be for **12** months, commencing from **January 1, 2014** and shall terminate on **December 31, 2014** unless otherwise allowed within the terms of this agreement.

ARTICLE II DEFINITIONS

A) The term "CLIENT" where used in this Agreement shall mean: **Beebe Draw Farms Authority** or any duely authorized representative thereof.
B) The term "CONTRACTOR" where used in this Agreement shall mean: **Environmental Designs, Inc.**

ARTICLE III SCOPE

A) Under this Agreement, Contractor shall provide complete grounds maintenance during said Term including Lawn and Grounds Services, Tree and Shrub Care, Fertilizations, Chemical Control, and/or any other services made applicable and outlined within this Agreement.

ARTICLE IV GENERAL PROVISIONS

A) The Contractor shall furnish all labor, materials, and equipment to perform the maintenance operations in accordance with the requirements herein specified.
B) The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.
C) This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the offering party receives notice of acceptance within thirty (30) calendar days of the date of this contract. If accepted, this document shall become a contract between Client and Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between Client and Contractor.
D) This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.

ARTICLE V SERVICES PROVIDED UNDER THIS AGREEMENT

A) ***WEEKLY SERVICES***
1) Weekly Services shall be performed one time weekly except in April and October, which will be mowed twice per month, or as needed.
2) All turf areas shall be trimmed by mechanical means in those areas inaccessible to mowers so as to present a well-groomed appearance.
3) Edging services will be performed along all concrete walks and shall be scheduled one time monthly during the mowing season.
4) At the time of mowing, all turf, shrub, rock, and garden areas shall be policed for the removal of loose trash and debris.
5) Grass clippings will be blown from walks, porches, and curb lines.

B) ***FERTILIZATION***

1) Three fertilizations are included under this agreement. Typically, these applications shall include Iron and a slow release Nitrogen.

C) ***AERATION***

1) One core aeration is included under this agreement. Additional aerations can be performed upon request and shall be billed upon completion.

D) ***SEASONAL CLEAN-UPS***

1) One Spring Season Clean-up and one Fall Season Clean-up are included under this agreement.

E) ***TREE AND SHRUB CARE***

1) Pruning and shaping shall be done in early summer. Nuisance growth shall be done as needed throughout the length of the contract, including plant overgrowth on sidewalks and street visibility problems.
2) This Agreement includes minor pruning to correct damages and removal of dead or dying branches and limbs of all shrubs and trees under 15' in height.
3) Large tree trimming and removal or major tree and shrub shaping and pruning are available upon request at an additional cost.

F) ***SPRINKLER SYSTEM MAINTENANCE AND CONTROL***

1) In the event of a non-operable condition, caused by other than the mowing operations, sprinkler system repairs will be made as necessary and billed as follows:
   i) Sprinkler system repairs are $52.00 per hour plus materials and machine if required. This includes raising and lowering heads, clearing of plugged lines, replacement of broken or missing heads (due to other than the Contractor), redesign work, additions, valve locating, clock or toning or tracing wire(s) and anything that requires digging or excavation.
   ii) Winterization and spring activation of sprinkler system is included in this Agreement. Necessary repairs will be billed at $52.00 per man-hour plus materials.
   iii) Contractor provides 24-hour emergency service. There is a two hour minimum, at $52.00 per hour, for any emergency call.
2) Sprinkler system checks and adjustments will be completed as necessary to ensure proper operations.
3) Included in sprinkler check is clearing plugged nozzles, sprinkler pattern adjustments and seasonal clock adjustments.
4) These checks will not include necessary parts, redesign, digging or excavation.
5) Any damages, as the result of contractors work will be repaired promptly, by the Contractor at no charge to Client.

G) ***CHEMICAL CONTROL PLAN***

1) The Contractor shall provide a pre-emergent weed control to all beds, if needed, one time per year.
2) Two broadleaf weed applications in turf beds are included under this agreement.
3) Paved areas will be sprayed for weeds, where needed, up to three times per year.
4) The Contractor shall provide a post-emergent herbicide as needed to all beds, during the growing season.
5) The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause further damage to turf, trees, or shrubs.
6) The Contractor shall provide for the complete safety of the user(s), the public, residents, and their properties.
7) The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.
8) **Commercial Applicators are licensed by the Colorado Department of Agriculture.**

ARTICLE VI TERMINATION

A) Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.

B) Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due and payable on termination date.

C) If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, Inc. reserves the right to suspend services until the account is made current without any breech of contract.

ARTICLE VII INSURANCE

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

ARTICLE VIII AMENDMENTS

A) Additional work performed on behalf of Client shall be attached hereto as an amendment to this Agreement and both parties agree to adhere to all terms as outlined herein.

ARTICLE IX ADDITIONAL SERVICES INCLUDED UNDER THIS AGREEMENT

WEEKLY SERVICES

Description

Discount/Add on
Weekly Services - Mobilization per Day
Weekly Services - Mow 21"
Weekly Services - Mow 36"
Weekly Services - Mow 48"
Weekly Services - Mow 60"
Weekly Services - Trim/Edge/Blow (Total Square Feet of Turf)
Weekly Services - Non-Selective Weed Control - Beds
Weekly Services - Trash Clean-up (Turf/Beds)

AERATION

Description

Aeration Round 2 - Mobilization per Trip
Aeration Round 2 - Tow Behind
Discount/Add on
Aeration Round 1 - Mobilization per Trip
Aeration Round 1 - Tow Behind

FERTILIZATION

Description

Discount/Add on
Fertilization Round 1 - ATV
Fertilization Round 2 - ATV
Fertilization Round 3 - ATV

SEASONAL CLEAN-UP

Description

Discount/Add on
Spring Cleanup
Fall/Leaf Cleanup

TREE AND SHRUB CARE

Description

Discount/Add on
Pruning Round 1 - Ornamental Grasses/Perennials
Pruning Round 1 - (0-2') Small Shrubs
Pruning Round 1 - (2-4') Medium Shrubs
Pruning Round 1 - (4'+) Large Shrubs
Pruning Round 1 - Trees
Pruning Touchup - (0-2') Small Shrubs
Pruning Touchup - (2-4') Medium Shrubs
Pruning Touchup - (4'+) Large Shrubs
Pruning Touchup - Trees

IRRIGATION SYSTEM MAINTENANCE

Description

Discount/Add on
Irrigation Turnon Mobilization
Irrigation Turn On
Irrigation Check Mobilization Bi-Weekly (14)
Irrigation Check - Bi-Weekly (14)
Irrigation Check Mobilization Weekly (28)
Irrigation Check - Weekly (28)
Irrigation Repairs
Irrigation Winterization Mobilization
Irrigation Winterization

ARTICLE IX ADDITIONAL SERVICES INCLUDED UNDER THIS AGREEMENT

CHEMICAL CONTROL PLAN

Description
Discount/Add on
Broadleaf Application Round 1 - Mobilization per Trip
Broadleaf Application Round 1 - ATV
Broadleaf Application Round 1 - Truck
Broadleaf Application Round 2 - Mobilization per Trip
Broadleaf Application Round 2 - ATV
Broadleaf Application Round 2 - Truck

ADDITIONAL SERVICES

Description
Deep Root Fertilizing-Shrubs

WINTER SERVICES

Description
Discount/Add on
Winter Services - Mobilization
Winter Services - Trash Clean-up
Winter Services - Trash Clean-up (High Traffic Site)

Winter Services are included under this agreement and shall consist of a weekly policing of the property for removal of loose trash & debris and weekly monitoring of dog stations as needed.

ARTICLE X ADDITIONAL SERVICES AVAILABLE

A) The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:
   1) All sizes of landscape construction projects, both residential and commercial.
   2) Irrigation system design, installation & service.
   3) Annual Floral Color design, installation, and maintenance including beds, pots, hanging pots, deckscapes, etc.
   4) Replacement of or addition of , trees, shrubs and perennial flowers.
   5) Chemical spraying and/or foliar feeding for trees and shrubs.
   6) Landscape design by in house Architects and Designers.
   7) Estate maintenance packages.
   8) Native Areas can be mowed by request at an additional charge.

ARTICLE XI PAYMENT SCHEDULE

A) All payments are to be made on or before that last day of each month. Billing cycle will be processed on the first for services performed for that month. Time and material charges will be invoiced separately and will be due NET 30 from date of invoice.

B) Payments past due fifteen (15) days shall incur a finance charge of 1.5% per month (18% per anum). ENVIRONMENTAL DESIGNS, INC. or its assignee shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, reasonable attorney fees.

C) Client, or Client's agent, shall pay the Contractor, for material, equipment and labor to be performed under this agreement in the sum of: **$9,700.00**

D) To be paid as follows:
   1) The Contract Total for services to be performed during the Contract Period is **$9,700.00** and shall be paid in **12** monthly payments of **$808.33** to cover services performed from **January 1, 2014** to **December 31, 2014** .

ARTICLE XII ADDITIONAL PROVISIONS

ARTICLE XIII ACCEPTANCE

Respectfully Submitted,
ENVIRONMENTAL DESIGNS, INC.

by _____

Date _____ Owner _____