

SERVICE AGREEMENT

THIS **SERVICE AGREEMENT** (“Agreement”) is made and entered into this 14th day of January, 2015, by and between **VDW METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **GROW GREEN LANDSCAPE & MAINTENANCE** (“Contractor”), collectively, the “Parties”.

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its approved service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting the affairs of the District; and

WHEREAS, the District desires to procure snow removal services relating to the operation and maintenance of certain District facilities and improvements; and

WHEREAS, Contractor has experience in providing such services and is willing and able to provide such services to the District for reasonable consideration; and

WHEREAS, the District desires to engage Contractor to render such services as are needed by the District; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Contractor shall provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Appointment of Contractor. The District hereby retains Contractor for purposes of performing such services described in Section 2 of this Agreement, subject to the terms and conditions of this Agreement. Contractor hereby agrees to perform the Services pursuant to the terms and conditions set forth herein.

2. Scope of Services. Contractor shall perform the Services for the District as outlined in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference (“Services”). Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by

the Board of Directors (the "Board") of the District as reflected in the meeting minutes of the Board. Contractor shall at all times conform to the stated policies established and approved by the District.

A. General Duties. In connection with performing the Services, Contractor agrees to:

(1) Provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Contractor's proposal to provide such Services to the District;

(2) Furnish, or cause to be furnished, all labor, materials, equipment, permits and accessories, as necessary, to provide such Services;

(3) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Section 7 hereof;

(4) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's staff and consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority; and

(5) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by Contractor shall be the obligations of Contractor whom shall hold the District harmless therefrom.

B. Compliance with Applicable Law. Contractor shall provide the Services as set forth herein in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction in which this Agreement is performed. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Services to be provided pursuant to this Agreement.

C. No Right or Interest in District's Assets. Contractor shall have no right or interest in any assets of the District, or in any lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

3. Compensation. Contractor shall be paid as set forth in **Exhibit A** attached hereto and incorporated herein by reference and in accordance with the procedures set forth in this Section 3. Contractor shall obtain approval from the District prior to charging for any Services that vary from those costs set forth in Exhibit A attached hereto. The District is exempt from Colorado sales and use taxes. Contractor shall use reasonable efforts to ensure that costs for Services set forth in Exhibit A and charged to the District do not include sales and use taxes.

A. Monthly Reports and Invoices. Contractor shall submit to the District monthly reports in a form acceptable to the District which describes the work completed to date and the work yet to be performed, and summarizes costs paid to date by the District and the amount currently due to Contractor. Contractor shall submit its report together with its invoice to the District no later than the 3rd day of each month for Services completed in the preceding month. The District shall pay Contractor's invoice within forty-five (45) days from the date the District receives said invoice. The District reserves the right to inspect all services completed and invoiced prior to payment as set forth in Section 3.B. herein. In the event inspected services are not accepted for payment by the District, the terms of Section 3.B. herein shall apply.

B. Inspection of Services. The District may inspect the Services provided at any time throughout the term of this Agreement and shall notify Contractor if, in the District's discretion, any or all Services are not provided in accordance with this Agreement. Failure by Contractor to properly provide the Services required by this Agreement shall constitute a default hereunder. In such case, the District shall provide written notice of said default to Contractor. Contractor shall have two (2) days to cure the default unless otherwise agreed to by the Parties. If Contractor fails to cure the default within the time period provided, the District shall be entitled to pursue all remedies provided by law and in equity, including specific performance, and to recover all costs and reasonable attorney fees incurred in any suit or claim brought by the District to enforce the terms of this Agreement. In addition, in the event of default by Contractor, the District may hire a third party to complete the Services and Contractor agrees to pay all additional costs incurred for the completion of the Services by a third party.

C. Compensation Upon Termination. In the event this Agreement is terminated as provided in Section 5 hereof, the District shall pay Contractor for all of the Services satisfactorily performed prior to the designated termination date. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of notice of termination or the effective date of termination, as applicable. In ascertaining the services actually rendered hereunder up to the date of notice of termination or the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress pertaining to the Services contemplated herein.

D. Lien Release. Upon receipt of payment from the District for Services rendered, Contractor hereby agrees to certify, and submit to the District a "Release and Certification of Payment" form as attached hereto as **Exhibit B**, that all costs, charges and expenses incurred by it or on its behalf for work, labor, services, materials and equipment supplied and/or used in connection with its work pursuant to this Agreement through the payment date and/or termination date of this Agreement, have been duly paid and that, to the best of its knowledge and belief (based upon reasonable investigation), each of its subcontractors and material men have duly paid all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied and/or used by them in connection with Contractor's Services provided pursuant to this Agreement through the payment date and/or termination date of this Agreement, and that in consideration of receipt of payment, Contractor releases and discharges the District and the District's premises and property from all claims, liens and obligations of every nature arising out of or in connection with the performance of Contractor's Services provided through the payment date.

4. Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall expire upon completion of the Services. This Agreement may be extended in writing upon mutual agreement of the Parties. Any extension of this Agreement shall be subject to annual appropriations by the District as set forth in Section 13 hereof.

5. Termination. The District shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. Contractor shall be entitled to receive compensation in accordance with Section 3.C. of this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the District at least thirty (30) days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date. Contractor shall stop rendering services pursuant to this Agreement upon the effective date of termination. Upon any termination and payment of all undisputed amounts owed to Contractor, Contractor shall transfer title and deliver to the District all Work Product, as defined and described in Section 6 hereof, which shall be deemed from and after the effective date of this Agreement to be the property of the District.

6. Ownership of Work Product. Any and all Work Product, as such term is defined herein, created, prepared, and/or produced by Contractor pursuant to this Agreement shall become the sole and exclusive property of the District under all circumstances, whether or not Contractor completes the Services set forth hereunder or the Agreement is terminated. Upon request by the District, all Work Product shall be delivered to the District in hard copy and in an electronic format compatible to the District's computer applications at Contractor's expense. Upon payment to Contractor for its Services, the District shall have the right to use and re-use all Work Product resulting from Contractor's efforts performed pursuant to this Agreement in any way or manner deemed appropriate by the District. Any modification of the documents, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to Contractor or to its officers, directors, members, partners, agents, employees, and subcontractors. The District's use of any or all such Work Product for its own purposes shall not be a violation of any patent or copyright thereof. Contractor agrees that the copyright and other intellectual property rights (as are applicable) in and to any component of the Work Product, and to the design and content of the Work Product, are hereby assigned and shall belong exclusively to the District. Upon request by the District, Contractor shall promptly execute whatever legal documents or other materials that the District deems necessary to secure, perfect, or substantiate the District's exclusive rights and interest in any Work Product created pursuant to this Agreement. For purposes of this Agreement, "Work Product" includes, but is not limited to, any and all finished or unfinished design, development and/or construction documents, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Contractor prepared and/or used in connection with this Agreement. All drawings, specifications and other documents prepared by Contractor

pursuant to this Agreement are not intended or represented to be suitable for reuse by the District or others on extensions of the work or on any other project.

7. Insurance.

(A) Minimum Scope and Limits of Insurance. At all times during the Term of this Agreement, Contractor shall carry and maintain, at its sole cost and expense, including through change orders as may be provided herein, such commercial general liability and other insurance in amounts no less than set forth below, as will provide protection from claims set forth below that may arise out of or result from Contractor's performance or obligation pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone or whose acts on behalf of Contractor:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$500,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000

(4) Umbrella Policy: \$ 1,000,000

All policies listed herein shall be on an occurrence basis.

B. Endorsements. The District, and if applicable, its managing consultant, shall be listed as additional insured on the comprehensive general liability insurance policy and auto liability insurance policy. General liability insurance coverage and auto liability insurance coverage shall be primary. Waiver of subrogation applies to general liability insurance and workers compensation insurance.

C. Certificates of Insurance. Contractor shall provide to the District certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any services pursuant to this Agreement.

D. Notice. Contractor agrees to provide the District with a minimum 10-day notice for the cancellation of any insurance policies required by this Agreement due to the non-payment of a premium and with a minimum of a 30-day notice for any change to or cancellation of an insurance policy other than for non-payment of a premium.

E. Non-limiting. No provision, term or condition contained in this Section 7 of the Agreement shall be construed as limiting in any way the indemnification provision contained in Section 10 hereof, or any rights, immunities and protections provided to the District by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., or the extent to which Contractor may be held responsible for payments of damages to persons or property.

8. Illegal Aliens.

A. Certification. Prior to the execution of this Agreement, Contractor shall certify to the District, as attached hereto as **Exhibit C**, that at the time of certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in Section 8.F. herein, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

(i) Notify the subcontractor and the District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply With Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), C.R.S. to ensure that Contractor is complying with this Section 8 of the Agreement.

E. Breach. If Contractor violates a provision of this Section 8, the District may terminate the Agreement for breach of the Agreement. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if Contractor violates a provision of this Section 8 of the Agreement and the District terminates the Agreement.

F. Department Program. If Contractor participates in the Department Program in lieu of the E-Verify Program, Contractor shall notify the Department and the District of such participation. Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Agreement, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and has not altered or falsified the identification documents for such employees. Contractor shall provide a written, notarized copy of the affirmation to the District.

9. Independent Contractor. Contractor is and shall be considered an independent contractor pursuant to this Agreement. Nothing herein contained shall constitute or designate Contractor or any of its employees or agents as employees or agents of the District, nor shall Contractor be deemed or considered to be a partner of the District. Contractor shall have full power and authority to select the means, manner, and method of performing its duties pursuant to this Agreement without detailed control or direction of the District except as set forth in this Agreement. It shall be Contractor's responsibility as an independent contractor to pay any and all taxes on payments which it receives pursuant to this Agreement and to pay its own costs and expenses incurred in connection with performance of this Agreement.

10. Indemnification. Contractor hereby agrees to indemnify, assume all responsibility for, and hold harmless the District and its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise,

directly or indirectly, in whole or in part, from any acts or omissions of the Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability resulting from the sole negligence of the District or its directors, officers, consultants, employees, servants, agents, or authorized volunteers.

11. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. Liability of the District. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

13. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriations. The District has appropriated sufficient funds for this Agreement for the current fiscal year. Any extension of this Agreement or any Services resulting in additional compensation and approved by the District shall be subject to annual appropriations by the District.

14. Annual Bidding. The District shall be entitled to bid each calendar year's services pursuant to this Agreement as it deems necessary to comply with current law regarding contracts for such services. Contractor shall have no claim against the District if this Agreement is not extended for any budget year.

15. Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the District: VDW Metropolitan District No.1
c/o Pinnacle Consulting Group, Inc.
Attention: Jim Worley
1627 E. 18th Street
Loveland, Colorado 80538
Email: jimw@pinnacleconsultinggroupinc.com

With a Copy to: Icenogle Seaver Pogue, PC.
Attn: Alan D. Pogue
4725 S. Monaco St., Suite 225
Denver, Colorado 80237
Email: APogue@ISP-law.com

To Contractor: Grow Green Landscape & Maintenance
Attn: Ed Terrazas
12437 Hwy 392
Greeley, CO 80631
et_growgreen@yahoo.com
www.growgreen.biz

16. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and Contractor.

17. Assignment. Contractor shall not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written consent of the District. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement. Regardless of the District's consent, no assignment or transfer shall release Contractor from Contractor's obligation to perform all other obligations required to be performed by Contractor hereunder for the term of the Agreement. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

18. Non-Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

20. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect

the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

21. Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

22. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the District and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

23. Headings. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

24. Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

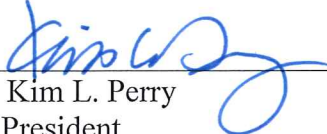
25. Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Remainder of Page Left Intentionally Blank.)


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

VDW METROPOLITAN DISTRICT NO. 1



By: Kim L. Perry
Its: President

ATTEST:



By: Tom Hall
Its: Secretary

**GROW GREEN LANDSCAPE
& MAINTENANCE**



By: Ed Terrazas
Its: Owner

EXHIBIT A

SCOPE OF SERVICES AND PAYMENT FOR SERVICES

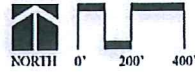
VDW Metropolitan District - Snow Removal

1. The Contractor shall snow plow, anti-ice and/or de-ice all concrete sidewalks (see attached maps) in accordance with the terms of this Agreement. Plowing will be completed by mechanically or manually pushing snow to areas designated by District or, absent designation by District, to such areas as Contractor shall deem appropriate. Contractor shall have no obligation to plow unpaved areas at the property address.
2. In areas applicable, District's named authorized representative(s), shall be responsible for the removal of or for having all vehicles removed from parking lots, drives, access roads, and designated stock pile areas, so that the Contractor can properly and efficiently conduct snow removal operations. If vehicles are not removed at the time of plowing operations, the Contractor will be obligated to plow only those areas available and open for safe use and operation of the snow removal equipment. If the designated stock pile areas are not accessible, the Contractor shall stock pile snow in an area which, in the opinion of the Contractor, allows the greatest usability of the parking lot and pedestrian access.
3. Contractor shall provide snow plowing at property will commence when snowfall accumulation has reached a minimum depth of two (2) inch of snow on all District's concrete walkways and trails adjacent to roadways. In the event that the weather reporting shows warm weather in which the snow will melt on its own and in a timely manner the District may request for services to be suspended in a specific or all designated snow removal areas (depicted on the snow removal map) or until a deeper trigger of snow fall in the depth of four (4) inches. Anti-icing and/or de-icing services will commence when, in the sole judgment of the Contractor, conditions are such that anti-icing or de-icing services are required.
4. When snow accumulation is continuous, snow removal operations will be initiated when, in the judgment of the Contractor, conditions are such that removal operations are required. For purposes of this Agreement, snow accumulation will be considered "continuous" when, in the exercise of reasonable judgment and based upon weather reporting, Contractor has reason to anticipate that at least two (2) inches of snow within six (6) hours after snow plowing services have been provided.
5. When accumulation exceeds ten (10) inches or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow further attention.
6. Chemical ice-melt or sand substitute shall be used unless directed by the District's authorized representative not to be used. Contractor assumes no responsibility for the clean-up of ice-melt products and/or sand substitute unless arrangements therefore have been made in advance. Clean-up services generally will be provided within twenty four (24) hours of request. Clean-up services will be billed separately as time and material.
7. The Contractor shall stake all curb lines and obstacles identified in advance by District. To avoid damage to the pedestrian bridges, extra caution and the proper tools need to be used during the snow removal procedures. After the season, a joint walk-through with the District will be scheduled to define and review damage, if any. This walk-through shall take place before any repair work is undertaken by District, and no claim for damages shall be commenced against Contractor unless Contractor has first had (i) the opportunity to review any repair bids or similar proposals obtained by District and (ii) the opportunity to obtain any necessary repairs. Contractor and District will mutually identify and agree upon areas needing to be staked to prevent damage. Additionally, Contractor is responsible for the maintenance of the stakes and is liable for loss or damage resulting from not adhering to staked area mutually agreed upon by the Contactor and District.



Van de Water

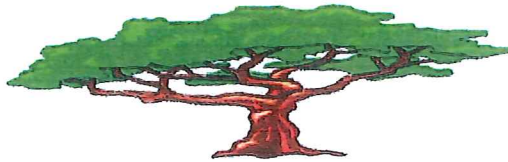
Master Plan



JULY 2013



2" tolerance



GrowGreen Landscape & Maintenance, LLC
12437 Hwy 392 – Greeley, CO 80631
Office and Fax: (970) 686-5472

“2014”-“2015” Snow Removal Rates

Snow Removal Services:

We offer the following snow removal services:

24-hour on call snow removal.

Personalized Snow Removal Requests: Any Snow Accumulation, 2” minimum,

Sand application as requested

Salt application as requested

Snow Removal Rates:

Hand labor	\$45 per hour
Snow Blower	\$65 per hour
3’ sidewalk plows	\$85 per hour
4-Wheeler plows	\$85 per hour
6’ sidewalk plows	\$100 per hour
truck plows	\$100 per hour
<i>icemelt</i>	<i>#15 per 50lbs. bag</i>

Emergency phone list:

Office (970) 686-5472

Ed Terrazas: (970) 534-1413

Rafael Olivares (970) 381-4926

EXHIBIT B

RELEASE AND CERTIFICATION OF PAYMENT

RELEASE AND CERTIFICATION OF PAYMENT

VDW Metropolitan District No. 1

With reference to the SERVICE AGREEMENT (the "Contract") dated the ____ day of _____, 201__, between the undersigned CONTRACTOR and VDW METROPOLITAN DISTRICT NO. 1 ("DISTRICT"), for _____

_____, CONTRACTOR hereby certifies that all costs, charges, and expenses incurred by it or on its behalf for work, labor, services, materials, and equipment supplied and/or used in connection with its Services provided pursuant to said Contract through _____, 201__, have been duly paid.

CONTRACTOR further certifies that, to the best of its knowledge and belief (based upon reasonable investigation), each of its subcontractors and material men have duly paid all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied and/or used by them in connection with CONTRACTOR's Services provided pursuant to said Contract.

In consideration of the receipt of \$ _____, representing payment for Billing Number _____ for services rendered by CONTRACTOR through _____, 201__, pursuant to the Contract, CONTRACTOR hereby releases and discharges the DISTRICT, and the DISTRICT'S premises and property from all claims, liens and obligations of every nature arising out of or in connection with the performance of CONTRACTOR's Services provided through _____, 201__.

CONTRACTOR:

By: _____

Title: _____

Witness:

By: _____

EXHIBIT C

CERTIFICATION REGARDING ILLEGAL ALIENS

**CERTIFICATION
REGARDING ILLEGAL ALIENS**

To: VDW METROPOLITAN DISTRICT NO. 1

I, Ed Terrazas, as Owner of Grow Green Landscape & Maintenance, the prospective "Contractor" for that certain contract for district maintenance services ("Agreement") to be entered into with VDW Metropolitan District No.1, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

Executed on the 14th of January, 2015.

**GROW GREEN LANDSCAPE
& MAINTENANCE**



By: Ed Terrazas
Its: Owner

