

CHANGE ORDER

Vista Ridge Metropolitan District Landscape and Irrigation Improvements

Change Order Nos.: 38

Change Order Date: 8/14/2025

CONTRACTOR:

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by Contractor without changing the terms of the Agreement, except as set forth herein. Owner represents that monies appropriated for the improvements are equal to or in excess of the agreement price including this Change Order.

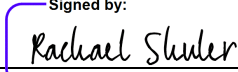
Description of change (use attachment if necessary) made to the Agreement:

CO 38: Boring at Skyline and Vista

This Change Order is full and complete, and only compensation of Agreement Time and Agreement Price will be provided for this change. Contractor also agrees to furnish all materials and labor and to perform all Work required to complete the above-described changes in accordance with the requirements for similar Work covered by the Agreement, except as otherwise stipulated herein, for the following considerations:

CHANGE TO AGREEMENT PRICE	
Original Agreement Price	\$6,114,678.20
Change to Agreement Price due to this Change Order	\$8953.33
New Agreement Price including this Change Order	\$6,641,533.24
CHANGE TO AGREEMENT TIME	
Current Agreement Completion Date	October 2025
Change to Agreement Completion Date due to this Change Order	
New Agreement Completion Date	July 2026

ENVIRONMENTAL DESIGNS, INC.

Signed by:

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Name: Rachael Shuler

Title: Construction Coordinator

VISTA RIDGE METROPOLITAN DISTRICT

DocuSigned by:

FFB34AED7C934A4...

Name: Michael P. Lund

Title: President



Environmental Designs LLC
 environmentaldesigns.com

Golden ♦ Centennial ♦ Brighton ♦ Castle Rock ♦ Colorado Springs ♦ Northern Colorado

Landscape Architecture ♦ Construction ♦ Maintenance ♦ Water Management ♦ Snow ♦ Arbor

LANDSCAPE CONSTRUCTION AGREEMENT

EDLLC Contact: Nicholas Tobey
 Project Name: Vista Ridge Metro District Landscaping
 Project Description: CO38: Boring at Skyline and Vista
 Project Address: 2750 Vista Pkwy
 Erie, CO 80516

Agreement #: 128584
 Date of Agreement: 8/14/2025
 Client Phone Number:
 Client Email: Mark@publicalliancecellc.com

THIS LANDSCAPE CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of 8/14/2025 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and Public Alliance (the "Client"). The Client and Contractor, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. SCOPE OF WORK

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

2. SCHEDULE

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

3. GENERAL PROVISIONS

A. Client shall be solely responsible to establish and provide property line locations at the Property. ["Rough Grade" shall mean the establishment of the initial grade, slope, soil composition and drainage of the Property, to +/- 1" of final grade.] Rough Grade establishment is the responsibility of the Client, unless otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")". Contractor shall not be responsible for any cracking, buckling, or breaking of any concrete or paved surfaces or existing plant material on the Property. 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. Does not include engineering unless otherwise otherwise outlined in "EXHIBIT A – Scope of Services (the "Work")".

B. Plan submittal and/or approvals of the Work and any changes thereto by the Owners Association or Design Review Committee are the responsibility of the Client. The Contractor may use any photos taken of the project for any advertising or promotions.

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

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

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

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

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

4. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least seven (7) days prior to the effective date of such termination. Alternately this Agreement may be terminated by mutual agreement on a mutually agreed upon timeframe.
- B. In the event that the Contractor cannot secure an adequate labor force to perform the work as outlined within this agreement, at the sole discretion of the Contractor, the Contractor may cancel this Agreement without penalty from Client subject to notification as outlined above.
- C. If any payment (Deposit, Commencement, Progress, etc.) is delinquent by five (5) days or more, Environmental Designs, Inc. reserves the right to suspend the project until the account is made current without any breach of this Agreement or any subsequent penalties.

5. INSURANCE

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

6. WARRANTY

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

7. PRICE AND TERMS

- A. The Client shall pay the Contractor **\$8,953.33** for the Work as outlined in the EXHIBIT A - Scope of Services (the "Work")
- B. This price is valid for ten (10) days from the date of this Agreement.
- C. A surcharge fee of not less than 2% and not more than the fee paid by the Contractor to the Processor or Service Provider will be applied to all credit card payments. This fee may be charged as a separate transaction once these costs are known.
- D. If the Contractor's Vendors charge additional freight or add fuel surcharges, these fees will be passed on to the client. Additionally, utilizing data from eia, the U.S. Energy Information Administration, https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMRU_PTE_YDEN_DPG&f=W, for every \$0.50 increase in average fuel price, from the Weekly Denver, CO Regular Conventional Retail Gasoline Prices (Dollars per Gallon) correlating with the date of signing this agreement ("Benchmark Price"), a fuel surcharge of 0.5% will be applied to each invoice.
- E. If the Contractor is unable to commence all or some parts of the work prior to 6 months from the date of this agreement, due to forces outside of Contractor's control, the Contractor reserves the right to re-price all or part of the work and present a new Agreement or Change Order for approval before moving forward. Additionally, if Contractor is required to leave the site, for reasons outside of the Contractor's control, once the Work has commenced and remobilize at a later date to complete the Work, Client will be responsible for additional mobilization fees.
- F. Payments to the Contractor shall be made as follows:

\$4,476.66

THE DEPOSIT. The Client shall pay to the Contractor a fifty percent (50%) Non-refundable Payment (\$500.00 Minimum) upon execution of this Agreement. This deposit is estimated to cover the expenses the Contractor may incur by way of commissions paid, time in locating job specific materials, putting together construction documents and folders, scheduling, and other pre-construction services required prior to starting the Work.

There are no Commencement or Progress Payments Due on this Agreement.

FINAL PAYMENT. The Client shall pay to Contractor a Final Payment equal to the sum of the balance of the Agreement along with any Change Orders, Consultation Fees, Permit Fees, Fuel Surcharges, or Pricing Adjustments as outlined within this Agreement upon Substantial Completion.

- G. Substantial Completion shall be defined as the moment the project is complete, including punch list items, and can be used for its intended purpose. Warranty items are not punch list items and shall not hold up final payment of all monies due. Any delay in making the final payment upon Substantial Completion shall result in all warranties being voided.
- H. All Payments including, but not limited to, any Deposits, Commencement Payments, Progress Payments, and the Final Payment shall each be termed a "Payment," and collectively the "Payments." The collective amount of all Payments shall be termed the "Agreement Price." If the Deposit and/or the Commencement Payments, if any, are not made, the Work will not be commenced. If the Contractor is unable to collect any Payment, Contractor may cease work without any breach of this Agreement. No Payment, except for the Final Payment, shall contain a lien waiver, except to the extent that said waiver is for partial release up to the date and value of the invoice relating to the subject Payment. All materials delivered to the site will be billed to the Client.
- I. If any Payment is not made as required by this Agreement, a mechanic's lien may be placed on the Property for the entire balance due. Upon Final Payment, provided that all other Payments have been made, Contractor shall release any liens that Contractor has placed on the Property and, upon Client's written request, shall issue waivers of lien for all Work performed.
- J. Payments ten (10) days past due shall incur finance charge of 1.5% per month (18% per annum). Contractor and/or its assignee shall be entitled to collect all reasonable costs of collection, including but not limited to, collection agency fees and attorney fees.

8. ADDITIONAL SERVICES AVAILABLE

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

9. ACCEPTANCE

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

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

Public Alliance
2750 Vista Pkwy
Erie, CO 80516

Contractor Signature _____ Date _____

Client Signature _____ Date _____

Printed Name _____

Printed Name _____

[This section intentionally left blank.]

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

RIGHT TO CANCEL

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

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

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

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

Client: _____

Date/Time: _____

EXHIBIT A
Scope of Services (the "Work")

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

Traffic Control for Boring

Description	Quantity	Unit	Unit Price	Price
Boring at Skyline and Vista	1.00	EA	8,953.33	8,953.33
Group Total				\$8,953.33

WINTER WATERING

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

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

Client: _____ Date: _____