

**RESOLUTION NO. 15-26**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF CASTLE PINES, COLORADO  
APPROVING A SERVICES AGREEMENT WITH  
VALLEYCREST LANDSCAPE MAINTENANCE, INC. FOR THE PROVISION  
OF MAINTENANCE SERVICES TO ELK RIDGE PARK**

**WHEREAS**, the City of Castle Pines is authorized to enter into contracts for general municipal services; and

**WHEREAS**, the City Council desires to secure the performance of certain landscape maintenance services for the benefit of the City, specifically certain maintenance services for Elk Ridge Park located at 7005 Mira Vista Lane through the end of calendar year 2016 (the "Services"); and

**WHEREAS**, ValleyCrest Landscape Maintenance, Inc., a Colorado corporation ("Contractor") has submitted a bid to the City, and has represented to the City that it has the skill, ability, and expertise to perform the Services as specified in the bid sheet; and

**WHEREAS**, the City desires to engage the Contractor to perform the Services, in accordance with the terms and conditions of the attached Services Agreement (the "Agreement").

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:**

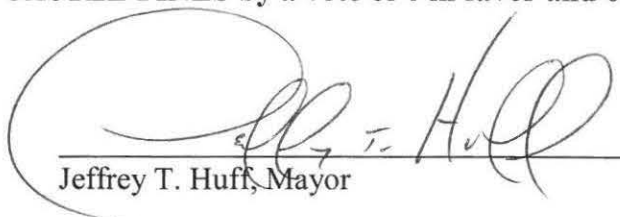
**Section 1.** The City Council hereby (a) approves the Agreement in substantially the form attached hereto as **Exhibit A**, including all exhibits thereto, (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Agreement as may be appropriate that do not substantially increase the obligations of the City, and (c) authorizes the Mayor to execute the same on behalf of the City.

**Section 2.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

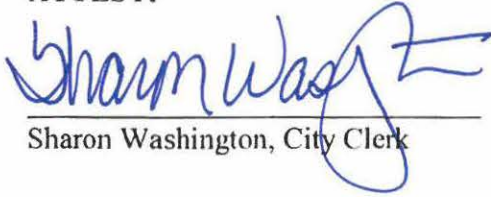
**Section 3.** **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

**INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 6 in favor and 0 against this 27<sup>th</sup> day of October, 2015.**



  
\_\_\_\_\_  
Jeffrey T. Huff, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sharon Washington, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Linda C. Michow, City Attorney

**EXHIBIT A  
SERVICES AGREEMENT BETWEEN  
THE CITY OF CASTLE PINES AND VALLEYCREST LANDSCAPE  
MAINTENANCE, INC.**



## **SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND VALLEYCREST LANDSCAPE MAINTENANCE, INC.**

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into this 1<sup>st</sup> day of January, 2016 (“Effective Date”), by and between the CITY OF CASTLE PINES, a Colorado municipal corporation (the “City”), and VALLEYCREST LANDSCAPE MAINTENANCE, INC., a Colorado corporation having a principal office address of 24151 Ventura Boulevard, Calabasas, CA 91302 with a local branch location at 8888 N. Motsenbocker Road, Parker, CO 80134-7523 (the “Contractor”). The City and the Contractor may be collectively referred to as the “Parties” and each individually as “Party”.

### **RECITALS AND REPRESENTATIONS:**

**WHEREAS**, the City desires to retain the Contractor to provide landscape maintenance services to the City, specifically certain maintenance services for Elk Ridge Park located at 7005 Mira Vista Lane through the end of calendar year 2016; and

**WHEREAS**, the Contractor represents that the Contractor has the skill, ability, and expertise to perform the services described in this Agreement; and

**WHEREAS**, the City desires to engage the Contractor to provide the services described in this Agreement subject to the terms and conditions of the Agreement.

**NOW, THEREFORE**, inconsideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

**1. LINE OF AUTHORITY:** The City Manager or his or her designee (the “City Authorized Representative”), is designated as the City Authorized Representative for the purpose of administering, coordinating, and approving the work performed by the Contractor under this Agreement. For purposes of this Agreement, the Contractor’s designated representative is Brett Potthoff (the “Contractor Authorized Representative”).

**2. SCOPE OF SERVICES:** Contractor shall perform the services described in the Elk Ridge Park Maintenance Bid Sheet attached to this Agreement as Exhibit A (the “Services” or “Scope of Services”) diligently and professionally and in a manner satisfactory to the City Authorized Representative. Whenever the terms of the Scope of Services conflict with, or propose different terms than the terms of this Agreement, the provisions of this Agreement shall expressly control.

a. The City may, from time to time, request changes to the Scope of Services to be performed hereunder, including Supplemental Services, as that term is defined in Section 3.c., below. If agreed to by both Parties, Contractor will, within a reasonable time period, provide to the City in writing a price and modification to services for the proposed addition to Services. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, when

mutually agreed upon between the City and Contractor, shall become an amendment to and part of this Agreement, provided any such change is in writing and signed by the City Authorized Representative and by the Contractor Authorized Representative, subject to the limitation set forth in Section 3 below. Unless otherwise stated in the written amendment, Contractor will invoice the City on the next billing cycle after completion of the addition to Services or if the change involves an ongoing new addition to the Services, Contractor will include the associated adjustment to the monthly compensation amount.

b. If Contractor proceeds without such written change authorization, then the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or by implied by a course of action, relating to the terms and scope of this Agreement. If Contractor performs any work beyond the Services described in Exhibit A without the requisite approval in writing from the City, it does so at its own risk.

c. The City Authorized Representative and Contractor Authorized Representative agree to meet as needed to discuss Contractor's performance under this Agreement. At such meetings, the Parties will address and outline maintenance concerns and recommended changes to the Services (if any) in order to ensure that the operational concerns of the Parties are adequately met.

d. The Contractor agrees to immediately inform the City of any dangerous or potentially dangerous condition existing on or within Elk Ridge Park of which the Contractor becomes aware as a result of providing the Services or Supplemental Services during the term of this Agreement.

**3. COMPENSATION FOR SERVICES:** In consideration for the provision of Services described in Exhibit A, the City agrees to compensate the Contractor based on the following:

a. In consideration for the completion of the Services specified herein by Contractor, the City shall pay Contractor on a time and materials basis in accordance with the unit prices set forth in Exhibit A. Except as may be agreed upon by the City and Contractor through written change orders as authorized by Section 2 above, in no event shall the total costs paid to Contractor under this Agreement exceed Forty Five Thousand Dollars (\$45,000.00) (the "Not to Exceed Figure"). The City and Contractor may mutually agree, however, to modify or expand the Scope of Services, or modify other terms of this Agreement, in which case the Contractor and City may amend this Agreement to include additional services based on negotiated unit prices. Any increases or modification to the Not to Exceed Figure shall be subject to the approval of the City and shall be made only by written amendment of this Agreement executed by both Parties.

b. The Contractor shall submit invoices to the City in accordance with the terms of this Agreement. Invoices will be billed to the City on a regular basis, but no more frequently than every thirty (30) days. The Not to Exceed Figure specified herein shall include all costs and expenses incurred by Contractor in performing the Services hereunder.

c. Contractor's invoices shall be in a format acceptable to the City, shall be supported by information in such detail as may be required by the City and shall be sufficient to substantiate that the Contractor has performed the Services described in Exhibit A. With each invoice, the Contractor shall submit an activity service report detailing the Services that Contractor has provided to the City during the period corresponding to the invoice period. The City may withhold payment for work which is not completed as scheduled, or which is not completed to the satisfaction of the City Authorized Representative.

**4. TERM:** It is mutually agreed by the Parties that the term of this Agreement shall commence as of the Effective Date and terminate on December 31, 2016, unless earlier terminated by the terms of this Agreement; provided, however, that the Parties may mutually agree in writing to extend the term of this Agreement for up to two (2) additional one (1) year terms, subject to annual appropriation.

**5. CONFLICT OF INTEREST:** The Contractor agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the Services described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the City. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City.

**6. INDEPENDENT CONTRACTOR:** The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent Contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-Contractors, Contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

**7. INDEMNIFICATION:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever.

a. The Contractor shall defend, indemnify and hold harmless the City, its elected officials, officers, directors, agents, and employees from claims, demands, suits, actions or proceedings of any kind or nature whatsoever, other than professional liability, in any way resulting from or arising from this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, officers, agents, and employees from damages resulting from the negligence or willful misconduct of City's elected officials, officers, directors, agents, and employees. Contractor's defense, indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the Contractor to defend in litigation, indemnify or insure the City against liability arising out of the death or bodily injury to person or damage to property caused by the sole negligence or fault of the City or any third party under the control or supervision of the City.

b. The Contractor shall indemnify and hold harmless the City, its elected officials, officers, directors, agents, and employees from professional liability claims, demands, suits, actions or proceedings arising from this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, officers, agents, and employees from damages resulting from the negligence or willful misconduct of City's elected officials, officers, directors, agents, and employees.

**8. INSURANCE:** The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum

statutory and legal obligations arising under this Agreement, including the indemnification obligations set forth in Section 7.a. and Section 7.b. above. The Contractor shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified as follows:

a. Comprehensive General Liability Insurance Coverage with minimum combined single limits of One Million Dollars (\$1,000,000.00) Dollars each occurrence and of One Million Dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

b. Comprehensive Automobile Liability Insurance Coverage with minimum combined single limits for bodily injury of not less than of Five Hundred Thousand Dollars (\$500,000.00) each person and each accident and for property damage of not less than One Hundred Fifty Thousand Dollars (\$150,000.00) each accident with respect to each of the Contractors owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the City as Certificate Holder and name the City, and its elected officials, officers, employees and agents as additional insured parties.

c. Prior to commencement of the Services, the Contractor shall submit to the City certificates of insurance for all insurance required by this Section 8. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 8 and its subsections shall be indicated on each certificate of insurance. The City may, at its election, withhold payment for Services until the requested certificates of insurance are received and found to be in accordance with the Agreement.

**9. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City, its elected officials, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as the same may be amended from time to time, or otherwise available to the City.

**10. ASSIGNMENT:** The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, either in whole or in part without the prior written approval of the City. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the City Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Contractor hereunder. Provided, however, that the City’s written consent shall not be required for Contractor to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate, or pursuant to a merger, sale, consolidation, change of control or corporate reorganization (“Authorized Assignment”). Contractor shall provide the City with written notice

of any Authorized Assignment, as defined herein, within thirty days of the effective date of any Authorized Assignment.

**11. CITY REVIEW OF RECORDS:** The Contractor agrees that, upon a reasonable request of the City Authorized Representative, at any time during the term of this Agreement or three (3) years thereafter, will make available for inspection and audit upon request by the City Authorized Representative, those books and records of the Contractor's Services performed under this Agreement. The Contractor shall maintain such records until the expiration of the three (3) years following the end of the term of this Agreement.

**12. OWNERSHIP OF DOCUMENTS:** Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Castle Pines upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

**13. TERMINATION:** The City shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) calendar days before the effective date of such termination. The Contractor shall have the right to terminate this Agreement, with or without cause, by giving the City written notice of such termination and specifying the effective date thereof, which notice shall be given at least ninety (90) calendar days before the effective date of such termination. In the event of any termination of this Agreement, the Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the applicable effective termination date. Notwithstanding the Contractor's right to initiate termination as set forth above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor. The Contractor's indemnification obligations set forth in this Agreement shall survive termination of this Agreement.

**14. NOTICES:** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

To the City:                      City Manager  
   City of Castle Pines  
   7501 Village Square Drive, Suite 100  
   Castle Pines, CO 80108

With a copy to:                      Widner Michow & Cox LLP  
   City Attorney for Castle Pines  
   13313 E. Arapahoe Rd., Suite 100  
   Centennial, CO 80112  
   Facsimile (303) 754-3395



To the Contractor: Valleycrest Landscape Maintenance, Inc.  
Attn: Brett Potthoff, Branch Manager  
8888 N. Molsenbocker Road  
Parker, CO 80134-7523

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the City Authorized Representative and the Contractor Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) working days after the date of mailing, whichever is earlier. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**15. NONDISCRIMINATION:** In connection with the performance of Services under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

**16. ILLEGAL ALIENS:** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, Contractor certifies that it has verified, or attempted to verify, through participation in the basic pilot program that the Contractor does not employ any illegal aliens. If the Contractor is not accepted into the basic pilot program, the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted, or this Agreement had been completed, whichever is earlier. The Contractor is prohibited from using the basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

**17. GOVERNING LAW; VENUE:** This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**18. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the Services performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the Services identified in this Agreement.

**19. SEVERABILITY:** In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected, provided that the remaining provisions without the invalidated provisions are consistent with the Parties' intent. Should either party fail to enforce a specific term of this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

**20. NO THIRD PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

**21. HEADINGS; RECITALS:** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

**22. ENTIRE AGREEMENT:** The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the City Authorized Representative and/or the Contractor Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Agreement.

**23. FORCE MAJEURE:** Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, acts of God, civil unrest, failure of a third party to cooperate in providing services other than Contractor's subcontractors, or other occurrences beyond the reasonable control of the party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable measures to litigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Contractor, such items shall be handled in accordance with Section 2 and 3.

**24. INCORPORATION OF EXHIBITS:** All exhibits referenced in this Agreement and attached hereto shall be incorporated into this Agreement for all purposes.

**IN WITNESS WHEREOF**, the City and the Contractor have executed this Services Agreement as of date(s) set forth below, to be effective as of the Effective Date set forth above.

**CITY: CITY OF CASTLE PINES**, a Colorado municipal corporation

**BY:** \_\_\_\_\_  
Jeffrey T. Huff, Mayor

**DATE:** \_\_\_\_\_, 2015

**ATTEST:**

\_\_\_\_\_  
City Clerk or Deputy City Clerk

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Linda C. Michow, City Attorney



**EXHIBIT A**  
**SCOPE OF SERVICES**



CITY OF CASTLE PINES • 7501 VILLAGE SQUARE DRIVE, SUITE 100 • CASTLE PINES, CO 80108

Elk Ridge Park Maintenance Bid Sheet

<u>Quantity</u>	<u>service description</u>	<u>unit price</u>	<u>package price</u>
26	Lawn Maintenance: mowing, trimming, bi-weekly edging & doggie station changing	\$418	\$10,868
1	Mowing of native areas once a year	\$1,472	\$1,472
14	Mowing of a six foot path on both sides of the trail bi-weekly	\$115	\$1,610
4	Fertilization: Four professional grade applications per year for turf	\$652	\$2,608
2	Aeration: Spring & Fall	\$490	\$980
1	Sprinkler Activation: Labor Only	\$367	\$367
1	Sprinkler De-activation including water feature and drinking fountain: Labor Only	\$367	\$367
2	Broadleaf Weed Control in turf(Spring & Fall)		
26	Bed Maintenance: Weeding, fertilizing, deadheading & pre-emergent	\$96	\$2,496
1	Pruning of plant material	\$486	\$486
26	Weekly Sprinkler monitoring and check	\$95	\$2,470
14	Winter maintenance and changing of doggie stations	\$230	\$3,220
1	Artificial turf grooming .	\$180	\$180
2	Clean-ups: Spring & Fall; remove leaf material & cutting back of plant material	\$898	\$1,796
3	Fluff EWF Safety Surfacing	\$124	\$372
28	Additional Trash Pick-ups	\$62	
	<b>TOTAL BID PRICE</b>		<b>\$29,292</b>
	irrigation repair hourly rate	\$55/hr	

*Included w/ Fertilization*

*Included w/ winter maint*

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**VALLEYCREST LANDSCAPE MAINTENANCE, INC.**

is a **Corporation** formed or registered on 01/03/1972 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871251562.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/12/2015 that have been posted, and by documents delivered to this office electronically through 10/13/2015 @ 11:16:34.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 10/13/2015 @ 11:16:34 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9331954.



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*