



Cooperative Contract Snow Removal*

("Client"):

Municipal Services District
2001 S. South State St
Salt Lake City, UT 84190

("Project"):

*This contract includes multiple Projects at various Service Locations Please refer to specific details within each respective "ATTACHMENT D"

THIS CONTRACT is entered into by and between Roth Landscape Services ("Roth"), located at 12717 S 125 E, Draper UT 84020, and the above-named "Client," acting as the duly authorized representative for the herein-named Projects ("Project(s)"), each Project of which has been specifically named and identified with its separate and independent "ATTACHMENT D" (collectively, "Attachments");

WHEREAS, Client acknowledges receipt of said Attachments, attached hereto, and accepts them as the governing documents of this Contract with respect to all snow removal and ice abatement products and/or services (hereinafter, "Services") to be performed throughout the Contract Period FROM November 1, 2023 TO March 31, 2026, for a period of three (3) years, with the possibility of two (2) subsequent and consecutive one- (1) year options; and

WHEREAS, the components of this Contract consist of the the following Attachments and stipulations pursuant to the provisions of this Contract, together with Client's subsequent agreement to pay for the same, as defined herein:

- Attachment A: Terms and Conditions
- Attachment C: Municipal Services District Statement of Work
- Attachment D: "Services" (as applicable to each Service Location)
- General: All other terms and conditions as set forth in State Contract MA4194, which is incorporated by reference as part of this cooperative contract as required in Section 17 of the State Contract, to which Roth agrees to supply each Eligible User (such as the MSD) with Services based upon the same terms, conditions and prices of this Contract.

IN WITNESS WHEREOF, the Parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the Parties, the "Effective Date" of this Contract shall be the date provided within the Contract Period "From," as indicated above.

Roth
Signature _____

A handwritten signature in black ink that reads "Dayton Roth".

Client
Signature _____

Printed Name: Dayton Roth
(authorized agent for Roth)

Printed Name: _____
(authorized agent for Client)

Date: 10/23/2023

Date: _____

Attachment A

Terms and Conditions

1. **DEFINITIONS:** The following terms shall have the meanings as set forth below:

(a) "Roth" means Roth Landscape Services LLC, as the entity providing Services as identified in this Contract, which includes Roth's employees and any other entity or Subcontractor hired by Roth as part of providing Services as defined herein.

(b) "Client" means the individual or entity (including any institution, agency, authority, instrumentality, volunteer, etc.) who has entered into an agreement with Roth to perform Services in accordance with this Contract.

(c) "Contract" means this document and all referenced Attachments or other supporting records or information used in association with the provision of Services by Roth, for and on behalf of the Client at the specified Service Location(s), whether incorporated herein by fact or by specific reference, including, but not limited to any purchase order or amendment issued by Client directing Roth to perform additional Services not specifically identified in this Contract.

(d) "Contract Period" means the period of time throughout which Services are to be performed at the Service Location, as specified and within this Contract.

(e) "Attachment," in the context of Services, means the primary document containing the pricing schedule from which Fees for Services are derived. Implicit with each Attachment is the referenced MSD statement of work and a corresponding map showing where Services are to be performed at each of the Service Locations (noted as red lines drawn on each of the maps).

(f) "Service(s)" means any collective or singular offering or contribution by Roth of any material, labor, equipment, or any other product, service, or effort pursuant to this Contract, for which the Client has expressly confirmed and "Accepted" as set forth and evidenced in the respective Attachment, for which a corresponding Fee may be assessed by Roth upon Roth's evidenced performance of said Service(s). Service items "Declined" (or left blank by Client) are not enforceable under the auspice of this Contract.

(g) "Fee(s)" means the remuneration that is to be paid for a given Service(s) according to the pricing schedule as set forth within each Attachment.

(h) "Amendment" means any change of Services from what was not part of this original Contract, but that has been agreed upon in writing between both Parties as either an addition, deletion, or modification of Services.

(i) "Service Location" refers to the specific address as identified in each of the corresponding Attachment(s) wherein Services are to be performed by Roth pursuant to this Contract.

(j) "Subcontractor(s)" means any person, entity, vendor, or subcontractor at any tier that provides Services an essential aspect of this Contract on behalf of Roth, including Roth's manufacturers, distributors, and suppliers.

(k) "Party" refers individually to either Roth or Client (referenced by context); "Parties" refers to the collective group of both Roth and Client.

2. **SERVICES:** During the term of the Contract Period (defined herein), Roth shall perform the Services as set forth and defined in the Attachment(s), as applicable, and at the specified Service Location(s). Unless expressly set forth in the context of an Attachment, this Contract is limited to the specific Service(s) specified within the respective Attachment(s). Client may request an Amendment to the Services at any time upon written request to Roth (see Amendments, below). Roth shall provide all necessary and adequate personnel, materials, tools, and equipment necessary to perform the Services as specified within each Attachment and corresponding Service Location(s). Additionally, and unless stated otherwise within this Contract, Roth shall use its best judgment as to whether Services are necessary or even possible at any given Service Location.

Notwithstanding, Client acknowledges that Roth has been contracted only as a means of assisting Client in maintaining a suitable walking and/or parking environment for people who occupy or otherwise utilize the Service Location, but only to the extent defined within this Contract. Attachment D describes the various Services offered by Roth that are intended to help the Client achieve the Client's objectives; however, Roth's scope of work shall be limited to only the items explicitly noted as "Accepted" in Attachment D. All other Service items noted as "Declined" (whether noted in fact or whether left blank) in Attachment D are expressly excluded from this Contract. Roth's obligation to perform Services throughout the Contract Period shall commence from the date/time when this Contract was signed by Client. Notwithstanding, given the unpredictability inherent with certain weather conditions, should Roth be directed by Client to perform Services prior to Roth receiving a signed Contract, or anytime outside the Contract Period, any failure or inability to perform on the part of Roth shall not be reason for Termination with cause under the provisions of this Contract. As a general rule, Services shall commence upon the accumulation of approximately two (2) inches of snowfall; however, Roth, at its discretion, may choose to perform certain Services during instances of snow accumulation of less than two inches, or conditions where it is actively snowing or where temperatures are especially cold or freezing, or circumstances where drifting snow may require the provision of additional Services in order to help mitigate certain undesirable outcomes. It is the Client's overarching responsibility to notify Roth of circumstances or conditions that would otherwise be unknown to Roth, such that the overall objectives of this Contract might be achieved. The following represents the general framework and parameters associated with each of the various Services to be ACCEPTED or DECLINED, as set forth and identified within each Attachment D:

2. SERVICES (continued...)

(a) Special Provisions: Client may choose to have Roth provide certain Services that would not otherwise be performed under "normal" circumstances. Examples of such provisions are performing Services on holidays, the pre-treatment of certain areas with salt or ice melt products, special mobilization of equipment, routine "patrol" to monitor site conditions, and the like. Client's nonacceptance of these provisions, and Roth's subsequent nonperformance due to the same, is not grounds for termination of this Contract.

(b) Sidewalks/Manual Shoveling: Sidewalks and other designated walking areas are to be cleared such that pedestrians, business patrons, and other individuals are provided reasonable access to the destinations throughout the Project. This is usually achieved through manual labor, but can also be aided by the use of snowblowers and/or other motorized equipment.

(c) Snow Plowing: Parking areas, entrances, approaches, loading docks, and any other parking area where vehicle traffic might be required shall be cleared to provide reasonable parking accommodations. For snow events occurring when parking areas are already occupied, "lane plowing" shall be performed to allow general access, followed by a complete "clean-up" once vehicles are no longer present to ensure reasonable and adequate access to parking areas.

(d) Salting/De-icing: As consented to by Client, salt and ice melt products may be applied to aid in surface traction or reduction of ice buildup throughout parking and pedestrian access areas. Salt is billed at a stated rate per ton of salt used (billed in 1/4 ton increments) and includes the cost of all necessary labor and equipment required for applying the product. Ice melt is billed according to each 50-lb bag used, and (unless specified differently in Attachment D) is typically billed as an additional cost over and above the cost of labor.

(e) Snow Hauling/Relocation: As consented to by Client, additional services may be performed by Roth, such as moving snow to other areas with the Project or relocating or vacating snow accumulation entirely from the Project.

3. SITE CONDITIONS AND SITE ACCESSIBILITY: Roth will make every attempt to perform Services in the most efficient manner in order to achieve the Client objectives. Notwithstanding, the Client is responsible for clearly identifying and communicating to Roth the parameters, constraints, and any special conditions relating to the boundaries of the Project.

(a) Site boundaries: Roth shall perform the contracted Services within the boundaries of each Service Location, as identified by Client in Attachment B, unless otherwise notified in writing by Client. Should a boundary at a given Service Location not be reasonably discernible, Roth shall notify Client of said deficiency, upon which time Client agrees to provide Roth with a valid mapping or other document that would make known the boundaries of the Service Location.

(b) Site accessibility and limitations of service: An express condition to Roth's provision of Services is that the specified Service Location shall, at all times, be adequately accessible and maintained by Client, such that Services can be performed by Roth without hindrance—24 hours a day/7 days per week. Client shall take the necessary measures to provide Roth with a safe and suitable work environment prior to performing any Services. Services will not be performed for areas inaccessible due to a locked gate or other barriers for which Roth has not been granted a key, access code, or other means of entry by Client. For instances where obstacles may be encountered, such as parked vehicles, equipment, or any other obstruction, Services shall be limited to a distance of five (5) feet from such obstacles. Roth shall not be liable for any delay in the completion of Services due to unsuitable site accessibility.

(c) Extreme weather: Client acknowledges that Services may be delayed or unavailable in the event of extreme weather conditions. Roth reserves the right to delay or stop work entirely during such extreme conditions so as not to create unsafe working conditions for its employees, Subcontractors, or pedestrians/patrons.

(d) Placement of accumulated snow: Unless stated otherwise in writing, Roth shall use its own discretion in the placement of snow within the boundaries of the Service Location, such that any aggregation of accumulated snow does not hinder the normal flow of pedestrian or vehicular traffic. Client's request to remove or reposition snow (whether repositioned within or hauled entirely away from the Service Location) shall be an additional cost to Client, pursuant to the rates defined in Attachment D.

4. INVOICING: As the sole consideration for the performance of Services under this Contract, Client shall pay Roth for all properly submitted Services in accordance with the pricing schedule of Attachment D, as applicable to this Contract. Fees for all Services shall be assessed based on the number of Services actually provided by Roth, including any associated equipment and/or material charges. Roth will make every attempt to send out snow billings as close to each storm as possible; however, due to the intricacies associated with some snow removal events (i.e., due to the use of multiple employees, multiple plow trucks, and/or multiple subcontractors at the same Service Location at different times), the billing process could be delayed until the appropriate documentation has been obtained. Client may contact Roth's office at any time to inquire about any information relating to any Service that may have been provided at a given Service Location.

5. **UNIT QUANTITIES AND PRICING:** For Service items in Attachment D noted as "HOUR," "TONS," "LOAD," "EACH," etc. (or any unit of measure with the inference that multiple quantities could presumably be used), the total quantity billed shall reflect the actual quantity provided, subject to any "minimum quantities," as applicable and defined therein. The Service item, "Add for EACH ADDITIONAL 1-inch snowfall" refers specifically to truck plowing (if applicable) wherein a fixed ("per push") price has been established, and it is the price that will be charged for EACH ADDITIONAL ONE INCH of snow accumulation in excess of the depth as defined within the Contract.
6. **PAYMENT:** Client agrees to make full payment of all invoiced Fees within thirty (30) days of the date of Roth's invoice. All payments to Roth shall be remitted by check or electronic funds transfer. If payment has not been received after sixty (60) days, Client agrees to pay an additional Fee of 1.5%/month (18% per annum) on the past due amount. Payments made with credit card are subject to a 4% surcharge. The remittance of any payment to Roth by Client, without a written protest filed with Roth within ten (10) business days of receipt of said payment, shall release Roth from all claims and all liability associated with the respective invoice. Roth's receipt and acceptance of any payment less than the full amount due shall not waive any rights of Roth. Client agrees to pay all costs and expenses, including but not limited to collection fees and reasonable attorney's fees, for the collection of any overdue amount due Roth by Client.
7. **AMENDMENTS:** This Contract may be amended only by means of mutual agreement signed by both Parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services. Any such Amendment or change of scope must fall within the scope, genre, and purpose of the original solicitation for which this Contract was derived. Roth shall not be obligated to perform any Amendment of Services without first obtaining the proper written approval from the Client, the lack of such approval shall not be construed as a failure to perform. Amendments approved by the Client shall be incorporated as part of this Contract.
8. **STANDARD OF CARE:** The Services provided by Roth shall be performed in accordance with the standard of care exercised by licensed members of its respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Roth shall be liable to Client only for claims, liabilities, additional burdens, penalties, damages, etc., to the extent caused by wrongful acts or omissions that do not meet this standard of care.
9. **TERMINATION:** This Contract may be terminated with cause by either party, provided that the party in violation receives a written notification from the other party, specifically outlining the deficiency(ies) that are to be corrected. The party in violation shall be given ten (10) days after the date of the written notification in order to remedy any stated violation(s), after which this Contract may be terminated for cause immediately and subject to the remedies provided herein. This Contract may also be terminated without cause (for convenience), in advance of the specified Contract Termination Date, by the Client, upon thirty (30) days' written termination notice being submitted to Roth. Upon termination of this Contract, all accounts and payments shall be processed according to the financial arrangements set forth herein for Services properly performed prior to the date of termination. Roth shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Roth agrees that in the event of such termination for cause or without cause, Roth's sole remedy and monetary recovery from Client is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination, including any reasonable monies owed as a result of Roth having to terminate other contracts necessarily and appropriately entered into by Roth pursuant to this Contract.
10. **WARRANTY:** Roth represents and warrants that it shall perform the Services: (i) in accordance with the Terms and Conditions of this Contract; (ii) using personnel of required skill, experience, and qualifications; (iii) in a timely, workmanlike and professional manner; (iv) in accordance with all applicable laws, ordinances, rules and regulations and the highest professional and generally acceptable industry standards in the landscape industry, and to the reasonable satisfaction of the Client. Roth makes no other representations or warranties whatsoever with respect to the Services, and Roth expressly disclaims all other warranties, including without limitation any implied warranty of merchantability or fitness for a particular purpose, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. Client's sole and exclusive remedy under this limited warranty shall be re-performance of the Services.
11. **RELATIONSHIP OF PARTIES:** Roth is, and shall act in all respects as, an independent contractor and shall have exclusive control over the manner and method of performing the Services. Nothing herein shall authorize or empower either Party to assume or create any obligation or responsibility whatsoever on behalf or in the name of the other Party, or to bind the other Party in any manner or make any representation, warranty, or commitment on behalf of the other Party.

12. **USE OF SUBCONTRACTORS:** Roth retains the right to hire and delegate any extent of Services as Roth deems necessary in order to meet the obligations of this Contract. In all cases, Roth shall remain fully responsible for the performance of all of its obligations, whether performed by Roth or any of its Subcontractors, in accordance with this Contract.

13. **DELIVERY:** All deliveries under this Contract will be FOB destination with all transportation and handling charges paid for by Roth. Responsibility and liability for loss or damage will remain with Roth until final inspection and acceptance by the Client, at which point responsibility and liability shall pass to the Client, except as to latent defects or fraud.

14. **INSURANCE:** Roth shall, at its own expense, maintain and carry insurance in full force and effect which includes, without limitation, commercial general liability, umbrella and Workers' Compensation insurance with financially sound and reputable insurers. Upon Client request, Roth shall provide Client with a certificate of insurance from Roth's insurer to evidence such insurance coverage.

15. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

16. **INDEMNITY AND LIMITATIONS OF LIABILITY:** Roth shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Client and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Roth's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Roth, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that Roth shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the Client or the State of Utah. The Parties agree that if there are any limitations of Roth's liability, including a limitation of liability clause for anyone for whom Roth is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

17. **ACCEPTANCE AND REJECTION:** Client shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in this Contract prior to acceptance of the Services by Client. If Roth delivers nonconforming Services, the Client may, at its option and at Roth's expense: (i) return any deliverable related to the Services for a full refund; (ii) require Roth to promptly correct or re-perform the nonconforming Services subject to the terms of this Contract; or (iii) as a last remedy, in the event Roth refuses to correct any nonconforming Service, obtain replacement Services from another source, for which Roth shall reimburse Client for the same.

18. **FORCE MAJEURE:** Neither Party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that Party's reasonable control. A mutual agreement between all parties may terminate this Contract after determining such delay will prevent the successful performance of this Contract. In the event of a delay in either Party's performance of its obligations hereunder for more than sixty (60) days due to an event of Force Majeure, the other Party may, at any time thereafter, terminate this Contract.

19. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the Parties agree to participate in the mediation of any dispute. The Division, after consultation with the the Parties, may appoint an expert or panel of experts to assist in the resolution of a dispute. Both Parties agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve any dispute. In the event of any judicial action to enforce rights under this Contract, the prevailing Party shall be entitled to its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.

20. **SURVIVAL OF TERMS AND ASSIGNMENT:** Termination or expiration of this Contract shall not extinguish or prejudice either Party's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.

21. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

22. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.



Attachment D ("Services")

("Client"):
Municipal Services District
2001 S. South State St
Salt Lake City, UT 84190

("Project"):
Project ID: 742
Municipal Services District-Elk Run Park
3712 S Elk Point Dr, Magna, UT 84044
("Service Location")

The Services listed below are offered by Roth Landscape Services ("Roth") as "menu-style" or "à la carte," meaning that the Client bears full and explicit responsibility for selecting which Services it desires Roth to perform as part of this Contract. Client is solely and expressly responsible to "ACCEPT" or "DECLINE" each proposed Service ***INDIVIDUALLY AND INDEPENDENTLY OF EACH ITEM*** as it pertains to the above-named Service Location. Services marked as "Accepted" will establish the basis for this Contract, whereas all other Service items noted as "Declined" (whether noted in fact or whether left blank) shall be expressly excluded from this Contract.

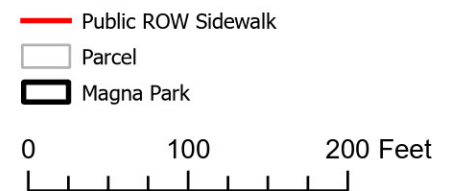
Item#	Description of Service	Unit	Price	Accept	Decline
Special Provisions					
17001	Snow removal on holidays (rates assessed at 1.5 x contracted rate)	.		<input type="checkbox"/>	<input type="checkbox"/>
Sidewalks/Manual Shoveling					
17125	Manual labor/shoveling - labor only (per hour; ice melt product extra chg)	HOUR	55.00	<input type="checkbox"/>	<input type="checkbox"/>
17140	Snow blower or sweeper (per hour, includes operator; ice melt extra chg)	HOUR	65.00	<input type="checkbox"/>	<input type="checkbox"/>
Salting/De-icing					
17350	Ice melt product - 50 lb bag (product only; labor/application extra chg)	BAGS	25.00	<input type="checkbox"/>	<input type="checkbox"/>



Rough Park Measurements
Park: 3.12 acres
Landscaping: 3.2 acres
Public ROW Sidewalk Length: 1,820 feet

Elk Run Park

3712 S Elk Point Dr





Attachment D ("Services")

("Client"):
Municipal Services District
2001 S. South State St
Salt Lake City, UT 84190

("Project"):
Project ID: 743

Municipal Services District-Lamplight Park
3645 Elk Point Dr, Magna, UT 84044
("Service Location")

The Services listed below are offered by Roth Landscape Services ("Roth") as "menu-style" or "à la carte," meaning that the Client bears full and explicit responsibility for selecting which Services it desires Roth to perform as part of this Contract. Client is solely and expressly responsible to "ACCEPT" or "DECLINE" each proposed Service ***INDIVIDUALLY AND INDEPENDENTLY OF EACH ITEM*** as it pertains to the above-named Service Location. Services marked as "Accepted" will establish the basis for this Contract, whereas all other Service items noted as "Declined" (whether noted in fact or whether left blank) shall be expressly excluded from this Contract.

Item#	Description of Service	Unit	Price	Accept	Decline
Special Provisions					
17001	Snow removal on holidays (rates assessed at 1.5 x contracted rate)	.		<input type="checkbox"/>	<input type="checkbox"/>
Sidewalks/Manual Shoveling					
17125	Manual labor/shoveling - labor only (per hour; ice melt product extra chg)	HOURL	55.00	<input type="checkbox"/>	<input type="checkbox"/>
17140	Snow blower or sweeper (per hour, includes operator; ice melt extra chg)	HOURL	65.00	<input type="checkbox"/>	<input type="checkbox"/>
Salting/De-icing					
17350	Ice melt product - 50 lb bag (product only; labor/application extra chg)	BAGS	25.00	<input type="checkbox"/>	<input type="checkbox"/>



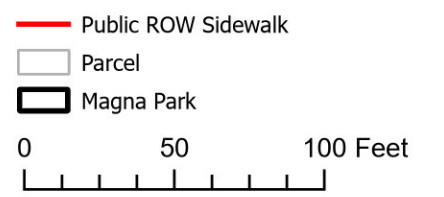
Municipal Services
District



Rough Park Measurements
Park: 1.7 acres
Landscaping: 1.6 acres
Public ROW Sidewalk Length: 360 feet

Lamplight Park

3645 Elk Point Dr





Attachment D ("Services")

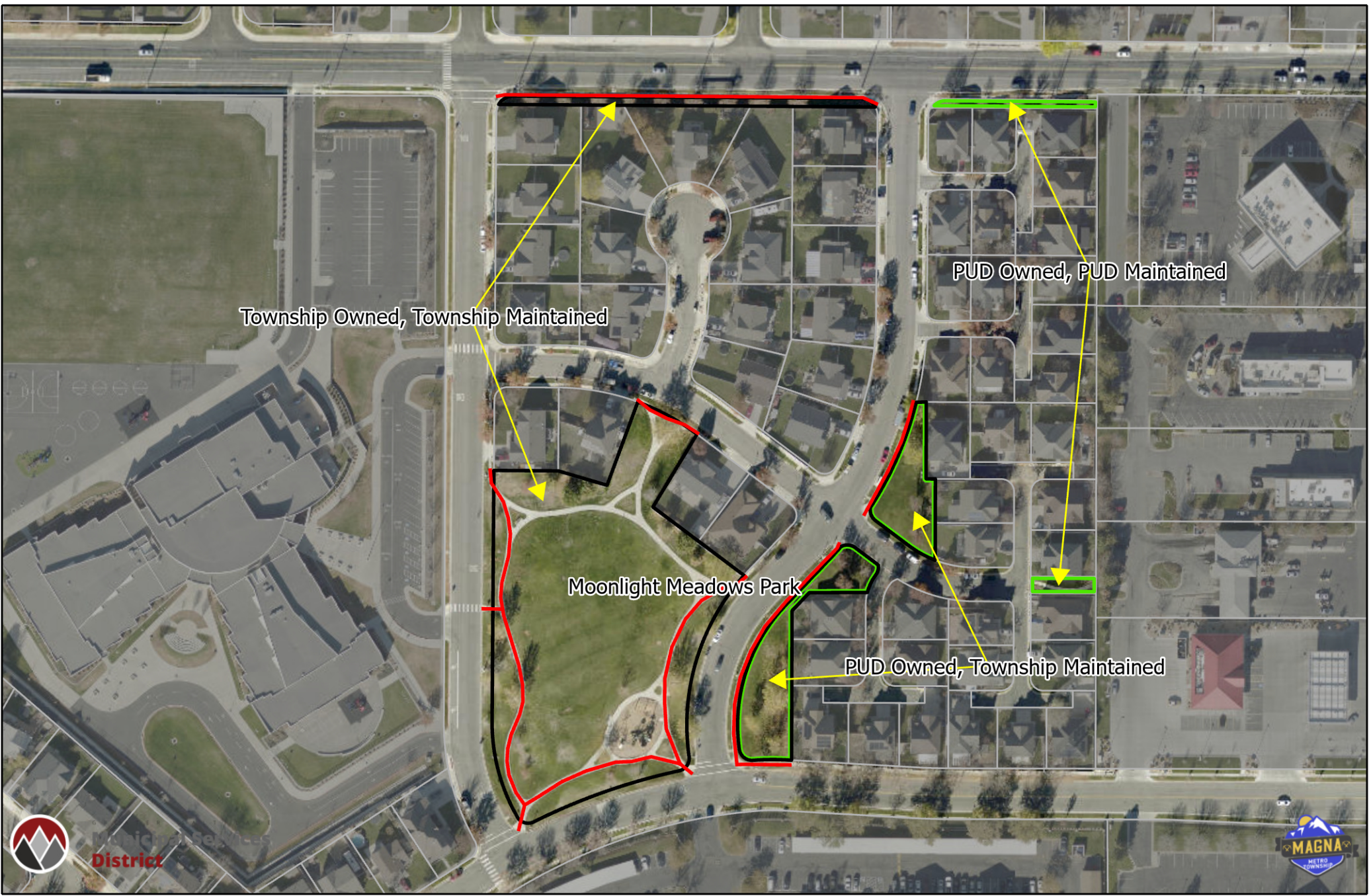
("Client"):
Municipal Services District
2001 S. South State St
Salt Lake City, UT 84190

("Project"):
Project ID: 744

Municipal Services District-Moonlight Meadows
3580 S Mystic Way, Magna, UT 84044
("Service Location")

The Services listed below are offered by Roth Landscape Services ("Roth") as "menu-style" or "à la carte," meaning that the Client bears full and explicit responsibility for selecting which Services it desires Roth to perform as part of this Contract. Client is solely and expressly responsible to "ACCEPT" or "DECLINE" each proposed Service ***INDIVIDUALLY AND INDEPENDENTLY OF EACH ITEM*** as it pertains to the above-named Service Location. Services marked as "Accepted" will establish the basis for this Contract, whereas all other Service items noted as "Declined" (whether noted in fact or whether left blank) shall be expressly excluded from this Contract.

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Special Provisions					
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Salting/De-icing					
17350	Ice melt product - 50 lb bag (product only; labor/application extra chg)	BAGS	25.00	<input type="checkbox"/>	<input type="checkbox"/>



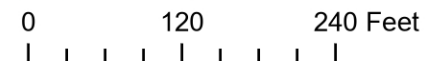
Rough Park Measurements
Park: 2.76 acres
Landscaping: 2.6 acres
Public ROW Sidewalk Length: 1,990 feet

Moonlight Meadows Park

3580 S Mystic Way



- Public ROW Sidewalk
- Parcel
- Magna Park
- PUD Ownership





Attachment D ("Services")

("Client"):
Municipal Services District
2001 S. South State St
Salt Lake City, UT 84190

("Project"):
Project ID: 745

Municipal Services District-Magna Mantle Park
9094 W Magna Main St, Magna, UT 84044
("Service Location")

The Services listed below are offered by Roth Landscape Services ("Roth") as "menu-style" or "à la carte," meaning that the Client bears full and explicit responsibility for selecting which Services it desires Roth to perform as part of this Contract. Client is solely and expressly responsible to "ACCEPT" or "DECLINE" each proposed Service ***INDIVIDUALLY AND INDEPENDENTLY OF EACH ITEM*** as it pertains to the above-named Service Location. Services marked as "Accepted" will establish the basis for this Contract, whereas all other Service items noted as "Declined" (whether noted in fact or whether left blank) shall be expressly excluded from this Contract.

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Salting/De-icing					
17350	Ice melt product - 50 lb bag (product only; labor/application extra chg)	BAGS	25.00	<input type="checkbox"/>	<input type="checkbox"/>



GREATER SALT LAKE
Municipal Services
District



Rough Park Measurements
Park: 0.28
Landscaping: 0.06 acres
Public ROW Sidewalk Length: 240 feet

Magna Mantle Park

9094 W Magna Main St



Public ROW Sidewalk

Parcel

Magna Park

0 40 80 Feet



Attachment D ("Services")

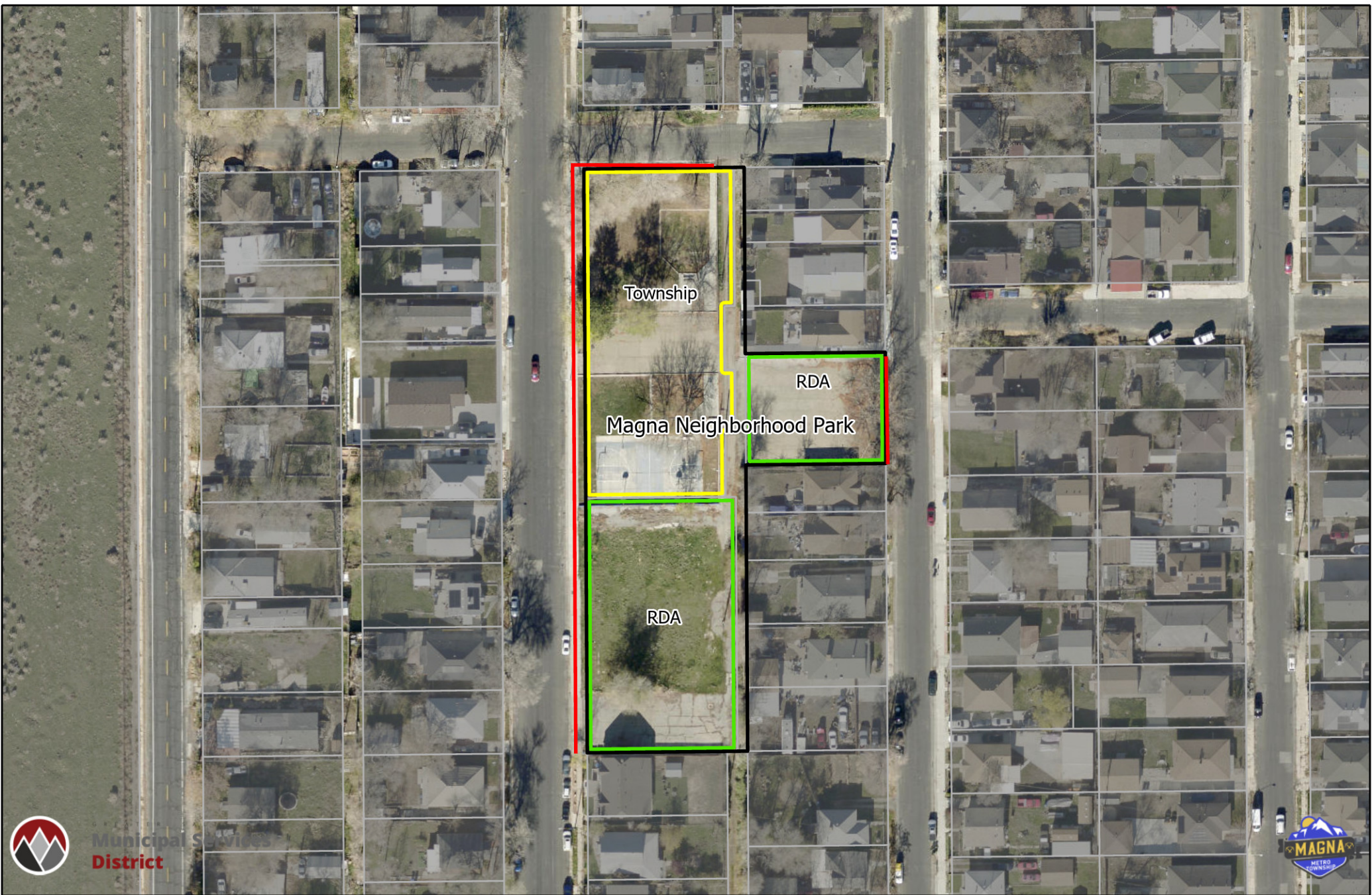
("Client"):
Municipal Services District
2001 S. South State St
Salt Lake City, UT 84190

("Project"):
Project ID: 746

Municipal Services District-Magna Neighborhood
2905 S 9150 W, Magna, UT 84044
("Service Location")

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17350	Ice melt product - 50 lb bag (product only; labor/application extra chg)	BAGS	25.00	<input type="checkbox"/>	<input type="checkbox"/>



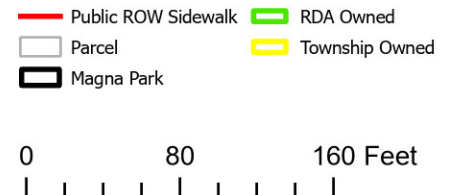
Municipal Services
District



Rough Park Measurements
Park: 1.44 acres
Landscaping: 0.76 acres
Public ROW Sidewalk Length: 653 feet

Magna Neighborhood Park

2905 S 9150 W





Attachment D ("Services")

("Client"):
Municipal Services District
2001 S. South State St
Salt Lake City, UT 84190

("Project"):
Project ID: 747

Municipal Services District-CW Farms Park
2846 S 8000 W, Magna, UT 84044
("Service Location")

The Services listed below are offered by Roth Landscape Services ("Roth") as "menu-style" or "à la carte," meaning that the Client bears full and explicit responsibility for selecting which Services it desires Roth to perform as part of this Contract. Client is solely and expressly responsible to "ACCEPT" or "DECLINE" each proposed Service ***INDIVIDUALLY AND INDEPENDENTLY OF EACH ITEM*** as it pertains to the above-named Service Location. Services marked as "Accepted" will establish the basis for this Contract, whereas all other Service items noted as "Declined" (whether noted in fact or whether left blank) shall be expressly excluded from this Contract.

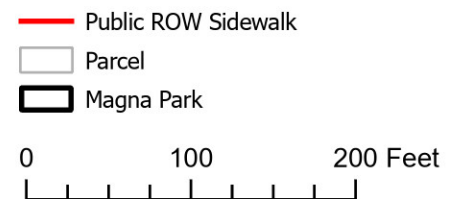
Item#	Description of Service	Unit	Price	Accept	Decline
Special Provisions					
17001	Snow removal on holidays (rates assessed at 1.5 x contracted rate)	.		<input type="checkbox"/>	<input type="checkbox"/>
Sidewalks/Manual Shoveling					
17125	Manual labor/shoveling - labor only (per hour; ice melt product extra chg)	HOUR	55.00	<input type="checkbox"/>	<input type="checkbox"/>
17140	Snow blower or sweeper (per hour, includes operator; ice melt extra chg)	HOUR	65.00	<input type="checkbox"/>	<input type="checkbox"/>
Salting/De-icing					
17350	Ice melt product - 50 lb bag (product only; labor/application extra chg)	BAGS	25.00	<input type="checkbox"/>	<input type="checkbox"/>



Rough Park Measurements
Park: 2 acres
Landscaping: about 1.5 acres
Public ROW Sidewalk Length: 400 feet

CW Farms Park

2846 S 8000 W





Attachment D ("Services")

("Client"):
Municipal Services District
2001 S. South State St
Salt Lake City, UT 84190

("Project"):
Project ID: 748
Municipal Services District-SLC Parcel
3389 S Copper Bend, Magna, UT 84044
("Service Location")

The Services listed below are offered by Roth Landscape Services ("Roth") as "menu-style" or "à la carte," meaning that the Client bears full and explicit responsibility for selecting which Services it desires Roth to perform as part of this Contract. Client is solely and expressly responsible to "ACCEPT" or "DECLINE" each proposed Service ***INDIVIDUALLY AND INDEPENDENTLY OF EACH ITEM*** as it pertains to the above-named Service Location. Services marked as "Accepted" will establish the basis for this Contract, whereas all other Service items noted as "Declined" (whether noted in fact or whether left blank) shall be expressly excluded from this Contract.

Item#	Description of Service	Unit	Price	Accept	Decline
Special Provisions					
17001	Snow removal on holidays (rates assessed at 1.5 x contracted rate)	.		<input type="checkbox"/>	<input type="checkbox"/>
Sidewalks/Manual Shoveling					
17125	Manual labor/shoveling - labor only (per hour; ice melt product extra chg)	HOUR	55.00	<input type="checkbox"/>	<input type="checkbox"/>
17140	Snow blower or sweeper (per hour, includes operator; ice melt extra chg)	HOUR	65.00	<input type="checkbox"/>	<input type="checkbox"/>
Salting/De-icing					
17350	Ice melt product - 50 lb bag (product only; labor/application extra chg)	BAGS	25.00	<input type="checkbox"/>	<input type="checkbox"/>



Magna Metro
District



Rough Park Measurements
Park: 0.29 acres
Landscaping: 0.29 acres
Public ROW Sidewalk Length: 250 feet

Salt Lake County Parcel 3389 S Copper Bend Rd

