

WORK ORDER #2025-02
TO MASTER SERVICES AGREEMENT, DATED June 24, 2022

This Work Order is made and entered into this **1st day of January, 2025**, by and between **WATERFALL METROPOLITAN DISTRICT NO. 1**, (the “District”), and **GREENEARTH MIDWEST, LLC** (“Contractor”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and Contractor, dated **June 24, 2022** (the “Agreement”).

1. Services. The Services to be provided by Contractor pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto and further described as follows: **Waterfall 1 O&M: Landscape Maintenance Services**.

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services **a lump sum in the amount of \$25,980.00**, as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate **December 31, 2025**.

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Change Order executed by the District and the Contractor. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 13 of the Agreement.

5. Integrated Agreement. This Work Order has been issued pursuant to, and is hereby made a part of, the Agreement. The terms and conditions of the Agreement remain in full force and effect and shall apply to this Work Order and the Services performed hereunder.

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the **1st day of January, 2025.**

WATERFALL METROPOLITAN DISTRICT NO. 1:

Bryan Newby

By: _____

Its: _____

GREENEARTH MIDWEST, LLC:

Brandon Jenkins

Brandon Jenkins (Jan 2, 2025 09:49 MST)

By: _____

Its: _____

EXHIBIT A-1 TO WORK ORDER #2025-02
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



Primary Contact

Waterfall Metro District
Dillon Gamber - dillong@pcgi.com

Landscape Service Provider:

GreenEarth MidWest, LLC
8234 South County Road 9
Fort Collins, CO 80528

Constitutes the entire agreement between the aforementioned parties and includes the scope of service, guarantees, terms and conditions, pricing, and payment responsibilities for landscape management services provided at:

Property:

Waterfall Metro-Horstman Pl and E
15th Street
Horstman Place &
E 15th Street
Loveland, CO 80537

Landscape Management Agreement

This agreement takes effect January 1, 2025 (the "Commencement Date") It will continue for an original term of 12 months. Thereafter, it shall automatically renew on a year-to-year basis and the service intervals shall repeat, unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary of the Commencement Date. All renewals are subject to the general provisions and conditions of this Agreement. This annual Agreement Price is subject to adjustment on each anniversary of the Commencement Date to reflect increases/decreases in labor, material, and other costs.

SCHEDULE AND FREQUENCY OF SERVICES: The frequency schedule represented is the number of services or applications proposed, it is not intended to be a schedule commitment, which will vary depending on weather, holidays, accidents, and other conditions beyond our control. We will perform the agreed scope of professional landscape management services (up to the maximum annual number of visits listed) according to the real site conditions present on property. Timing of applications will be based on ideal conditions for your property.

SPECIAL PROVISIONS: A pre-contract clean-up will be required if site conditions are not at an acceptable level. The landscape should be in a condition to allow regular maintenance activities to occur while meeting client expectations as defined in this agreement. Acceptable is defined as: weeds in the planting beds are at a minimal and manageable level in addition to the lawns being less than 4" high.

Contractor Installs and utilizes an internet-based irrigation control system (irrigation controller, a remote monitoring device "Aircard", and online software). Once the equipment is installed, the irrigation controller and weather sensor become property of the Client. Contractor retains ownership of the cellular communication equipment. This is included in this agreement and will be installed at no additional cost to the Client.

Fixed Payment Services

Description of Services	# Of Occurences Per Year
General Maintenance	
Spring Clean-up	2
Spring/Summer Maintenance	26
Fall Cleanup/Maintenance	6
Agronomy	
Spring Turf Fertilizer with Pre-Emergent	1
Summer Turf Fertilizer	2
Turf Weed Control, Spring Application	1
Turf Weed Control, Summer Application	3
Irrigation Management	
Irrigation Start-up	1
Irrigation Audit	6
Irrigation Winterization	1
Weathermatic Air Card	12
Pruning services	
Pruning	1
Miscellaneous Services	
Turf Core Aeration	2
Native weed spray	2
Native Mowing	1
Beauty Band Maintenance	2
Annual Color Beds	1
Monthly Investment	\$2,165.00

Payment Schedule For Fixed Payment Services

Schedule	Price	Sales Tax	Total Price
January	\$2,165.00	\$0.00	\$2,165.00
February	\$2,165.00	\$0.00	\$2,165.00
March	\$2,165.00	\$0.00	\$2,165.00
April	\$2,165.00	\$0.00	\$2,165.00
May	\$2,165.00	\$0.00	\$2,165.00
June	\$2,165.00	\$0.00	\$2,165.00
July	\$2,165.00	\$0.00	\$2,165.00
August	\$2,165.00	\$0.00	\$2,165.00
September	\$2,165.00	\$0.00	\$2,165.00
October	\$2,165.00	\$0.00	\$2,165.00
November	\$2,165.00	\$0.00	\$2,165.00
December	\$2,165.00	\$0.00	\$2,165.00
	\$25,980.00	\$0.00	\$25,980.00

Your and Our Acceptance:

This Agreement will become effective only after acceptance as evidenced by the respective signatures of the parties' authorized representatives. This Agreement includes all of your and our obligations. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within this Agreement.

By _____
Brandon Jenkins

Date 9/13/2024
GreenEarth MidWest, LLC

By _____

Date _____
**Waterfall Metro-Horstman PI and E
 15th Street**

PROPERTY MAINTENANCE BOUNDARY MAP

— = Boundary



Turf Sqft: 43,261

Bed Sqft: 15,242

Spring Clean-up

Winter debris will be collected and removed from the site as needed up to the number of occurrences stated in this agreement. Beds will be detailed and prepped for Spring/Summer Maintenance.

Spring/Summer Maintenance

Service frequency: Twice in April and October, Weekly May - Sept.

- **Lawn Mowing:** Remove litter prior to mowing to avoid shredding. General turf areas will be mowed at a mowing height best suited for turf type and season.
- **Edging/Trimming:** Sidewalks, driveways, curbs, and flower beds will be edged/timed as needed to maintain a neat appearance.
- **Ornamental beds and Flowerbeds:** Weed control shall be maintained in all flowerbeds, ornamental beds and tree rings on a regular basis. This may be completed by hand weeding or through the use of post-emergent herbicides. Weeds are minimized by applications of mulching material annually (**mulch applications will be specified if included in this agreement**).

Fall Cleanup/Maintenance

Leaves and debris will be collected and removed from the site as needed up to the number of occurrences stated in this agreement. During heavy leaf drop and windy service days, leaves will be tucked in beds and borders to be removed at a later service. Detailing of beds will start once leaf drop has completed. *Any necessary cleanups in excess of the contractual occurrences will be billed in addition to your maintenance fee @ \$100.00 per hour plus materials. (Subject to change without notice)*

Spring Turf Fertilizer with Pre-Emergent

Lawns are fertilized and treated with pre-emergent in Spring with an appropriate blend for your lawn needs. Our goal in fertilization is to keep your lawn healthy. Nitrogen, potash, and trace elements will be provided in a well-balanced analysis. A premium blend of SCU fertilizers will be used to allow for a reduced frequency of fertilization.

Summer Turf Fertilizer

Lawns are fertilized in Summer with an appropriate blend for your lawn needs. Our goal in fertilization is to keep your lawn healthy. Nitrogen, potash, and trace elements will be provided in a well-balanced analysis. A premium blend of SCU fertilizers will be used to allow for a reduced frequency of fertilization.

Turf Weed Control, Spring Application

Post emergent weed control application for the control of broadleaf weeds and undesired grass weeds. The herbicide is not harmful to desired turf.

Turf Weed Control, Summer Application

Post emergent weed control application for the control of broadleaf weeds and undesired grass weeds. The herbicide is not harmful to desired turf.

Irrigation Start-up

Irrigation system will be re-pressurized in the spring and all system components checked for proper operation. We will make necessary minor adjustments as needed. *Necessary repairs will be billed in addition to your maintenance fee @ \$100.00 per hour plus parts. (Subject to change without notice).* Any necessary repairs over \$500.00 per visit will be reported to the owner's representative along with a request for authorization to proceed with repairs. Irrigation repairs estimates will not be provided and will be billed as T&M only due to unknown circumstances -IE most components are buried underground.

Irrigation Audit

An audit of the irrigation system, not to exceed 27 zones, for proper operation and performance will be completed as needed up to the number of occurrences stated in this agreement. *Any necessary repairs will be billed in addition to your maintenance fee @ \$100.00 per hour plus materials. (Subject to change without notice).* Any necessary maintenance repairs over \$500.00 will be reported to the owner's representative along with a request for authorization to proceed with repairs.

Irrigation Winterization

Irrigation system will be winterized in the fall by compressed air. The goal in winterizing your irrigation is to remove the majority of water from the system, minimizing potential winter freeze damage.

Weathermatic Air Card

Pruning

We will perform pruning of hedges shrubs, ground covers, and perennials to maintain desired forms and any other necessary pruning that coincides with general horticultural practices not to exceed number of occurrences stated in this agreement. *All shrubs will be maintained in the shape and appearance that existed when GreenEarth acquired this maintenance contract unless otherwise agreed upon by Addendum.* All pruned material will be removed from the site.

Turf Core Aeration

All accessible lawn areas shall be thoroughly core-aerated. Benefits of lawn aeration include: improved air exchange between the soil and atmosphere. Enhanced soil water uptake. Reduced water runoff and puddling. Stronger grass roots. Reduced soil compaction. Improved fertilizer uptake and use.

Native weed spray

Native Spraying – Spring is an effective time for catching weeds in their pre-growth season, in order to prevent them from sprouting. Fall is similarly effective because, ahead of the Winter, this is when weeds are most vulnerable. # of applications not to exceed stated occurrences in this agreement.

Native Mowing

Mowing of Native areas will be performed, not to exceed number of occurrences stated in this agreement.

Beauty Band Maintenance

Mowing of 4'-5' beauty bands around fences, trails, walkways, etc

Annual Color Beds

Planting of annual flowers one time per season in the two annual flower beds. 15 flats of annual flowers to be planted per rotation.

Terms & Conditions

DEFINITIONS:

You should note the following words have special meaning throughout this Agreement:

1. **"You"** and **"Your"** mean Waterfall Metro-Horstman PI and E 15th Street and all of their representatives.
2. **"We"**, **"Our"**, **"Ours"** and **"Us"** mean GreenEarth MidWest, LLC and all of its representatives.
3. **"Labor"** means our normal work day labor hours, overtime labor hours (time-and-one-half), travel labor hours, equipment use, and all out-of-pocket travel expenses associated with labor.

OUR RESPONSIBILITIES INCLUDE:

1. Provide a continuing managed process of professional managed care of your exterior environment.
2. Assign a lead technician to have primary responsibility for work to be performed at your site.
3. Coordinate all work with you to assure safety and minimal disruption at your site.

YOUR RESPONSIBILITIES INCLUDE:

1. Inform us of whom we should work with at your site to assure the proper coordination of our work.
2. Provide us with a copy, if available, of all site plans, drawings or prints.
3. Provide us with your protocols and regulations regarding working at your site, such as: parking, security procedures, emergency contacts, and other appropriate information.
4. Permit only our representatives to perform the work included in the Scope of Services of this Agreement, as we will only guarantee our work and not the work of other parties.
5. Bear the cost to repair or replace any materials and/or systems deemed by us to not be acceptable during our initial inspection or seasonal start-up visit. Should you choose to not make the repair or replacement, the material(s), system(s), component(s) or part(s) identified will automatically be removed from the repair or replacement guarantee provisions of this Agreement.
6. Inspect the work performed by us within seven (7) days of the date that the service is performed and notify us of any reasonable dissatisfaction with the work performed.
7. Provide us with your critique of our services and suggestions for on-going improvements.

TERMS AND CONDITIONS

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted in this Agreement, you agree to permit free and timely access to the necessary areas of your site to perform required services. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials used or provided in connection with the services to be provided under this Agreement.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Payment Terms: You agree to promptly pay invoices within ten (10) days of receipt. Should a payment become forty five (45) days or more delinquent, we may stop all work under this Agreement without notice and/or cancel this Agreement. A late charge of 1 ½% per month will be charged on all amounts that become thirty (30) days or more delinquent. If any check you tender for payment is refused due to insufficient funds, you hereby agree to a "Return Check Fee" of \$25.00 per item, in addition to any other remedies available to us under Colorado law.

Attorney's Fees: In the event we must commence third-party collection or arbitration proceedings in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees incurred as a result of said activities, including those fees/costs incurred on appeal and/or those fees/costs incurred to litigate the amount of fees/costs due us pursuant to this Section.

Payment by Credit Card: As an added convenience to our clients, payment due under this Agreement may be made by credit card. If choosing to pay by credit card, you hereby consent by signing this Agreement below that no disputes regarding fees or costs billed to you shall be adjudicated by the credit card company. Any charges for fees/costs made to your credit card are non-refundable and cannot be reversed by the credit card company. Any disputes over fees and/or costs paid by credit card shall be settled directly between you and us, pursuant to the terms of this Agreement.

Acceptance of Existing Conditions: The Agreement Price is conditioned upon the materials and systems covered being in maintainable condition. If the initial inspection or seasonal start-up visit indicates that repairs are necessary, a firm quotation will be submitted to you for your approval. Should you not authorize the repairs, we may remove the material(s), system(s), component(s) or part(s) from the Scope of Services under this Agreement.

Concealed Conditions: Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to any system(s), the provision or installation of materials, or service calls requested by you. If requested, you will be charged for these services at our customer rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our customer rates then in effect) over the Agreement Price.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than us. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the Scope of Services. Should anyone other than us perform such work, we may, at our option, terminate this Agreement or eliminate the areas or materials involved from the Scope of Services of this Agreement.

Hold Harmless: In the event that there is a claim, damage, loss, or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you, or for anyone whose act you may be liable, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

Delays Outside Our Control: In the event there is a delay, loss, damage, or detention caused by unavailability of equipment or materials, delay of carriers, strikes, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage, or detention.

Loss of Profits: Under no circumstances, whether arising in contract, tort (including negligence and strict liability), equity or otherwise, will we be responsible for loss of use, loss of profits, anticipatory damages, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect, consequential, incidental, exemplary or punitive damages, arising at any time from any cause related to or concerning this Agreement.

Limited Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that any parts repaired or replaced by us will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier.

You acknowledge that we are NOT the manufacturer of the installed materials and equipment and that we make no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. You agree to look solely to the manufacturer to remedy any alleged deficiency in the installed materials or equipment and damages related directly or indirectly thereto. WE HEREBY DISCLAIM ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted practices for similar services. In case of any failure to perform our obligations under this Agreement, our liability is limited to correcting, repairing, or replacing, at our option, the deficient work. You acknowledge and agree that such correction, repair, or replacement shall be the sole remedy available to you and in no event will our liability exceed the total amount of compensation we receive for services rendered.

Site Damage: We accept responsibility to repair any physical damage to your site directly caused by us during performance of work covered by this agreement.

Dispute Resolution: Should a dispute arise between you and us relating to this Agreement, or the making, performance or interpretation of the rights and obligations set forth herein, either party may, upon written notice, seek exclusive and binding relief through the procedure of the American Arbitration Association (AAA). Such arbitration shall take place in Weld County, CO. A single arbitrator shall decide all disputes. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The decision of the arbitrator shall be binding on both parties, and any right to judicial action on any matter subject to arbitration hereunder is hereby waived, unless otherwise provided by applicable law, except suit to enforce the arbitration award or in the event arbitration is not available for any reason. The prevailing party shall recover all costs, including attorneys' fees, incurred as a result of the dispute. For purposes of this Agreement, a "prevailing party" shall be defined as a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it.

We both agree that any action through arbitration relating to any plant material warranty, for plants installed by us, must be commenced within one (1) year of the documented plant material failure.

Changes: This Agreement shall not be subject to change or modification other than by a signed writing from all parties hereto.

Early Termination For Default: You may terminate this Agreement upon an event of default by us. If an event of default occurs, you must give us written notice of the same describing the reason for the default and the requested cure. If within sixty (60) days of receipt of such notice, we are unable to cure the default, you may terminate this Agreement. Any default notice will be deemed to have been given on the date of receipt at our address shown on the first page of this Agreement.

In the event that you terminate this Agreement for cause before its intended expiration date you understand that the cost of the actual work performed between the most recent anniversary date and the termination date may exceed the total amount of the scheduled payments for the services performed under this Agreement during that period. If so, you agree to reimburse us, at then current rates, (i) for all costs for the work performed in connection with this Agreement during such period up to and including the date of termination, and (ii) all costs of any materials ordered by us in connection with this Agreement. We will submit a final invoice to you for the total amount of all applicable costs less the amount of your payments made prior to termination and such amount will be due immediately. In the event of termination, the Client will retain the controller while the contractor will remove the remote monitoring device (Aircard) leaving the Client with a FULLY operational irrigation system.

Notice: Notice to either party to this Agreement shall be sufficient if made to the respective address shown herein.

Purchase Orders: This Agreement constitutes the entire contract between the parties. The entire contract is embodied in this writing and this writing constitutes the final expression of the parties' agreement. No change is allowed to this Agreement, nor shall they become part of this Agreement whatsoever by our acknowledgment or acceptance of your purchase order forms that contain different provisions whether in addition to or not identical to the terms set forth herein. You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal

accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Severability: Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronically signed, faxed, and scanned & emailed signatures shall be treated as original and binding upon the signing party.

Governing Law; Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado. Further, in the event any dispute arises from this Agreement, the undersigned parties hereby agree that the venue for said dispute(s) shall lie exclusively in Weld County, Colorado.

“Attachment A”

**WATERFALL
METROPOLITAN DISTRICT**

**EXTERIOR LANDSCAPE MAINTENANCE
SPECIFICATIONS & CONTRACT**

EXTERIOR LANDSCAPE MAINTENANCE
SPECIFICATIONS & CONTRACT

WATERFALL
METROPOLITAN DISTRICT

Owner:

WATERFALL
METROPOLITAN DISTRICT
NO. 1

OLM, INC.
ORNAMENTAL LANDSCAPE MANAGEMENT
KENNESAW, GA

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Kennesaw, Georgia

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ARTICLE FOUR - PAYMENT

Payments by District Manager to Contractor for work performed shall be based on the dollar amounts described in Categories A and B from the Summary Bid Form, which comprise the Base Payment amount that is paid monthly and described in paragraphs 4.2 and 4.3.

Category A – Landscape Maintenance Total	\$ _____
Category B – Seasonal Color/Perennial Maintenance Total	\$ _____
Category C – Seasonal Plant Installation Total	\$ _____
Category D – Mulch Total	\$ _____
Category E – Sentinel Control System Management	\$ _____
TOTAL CONTRACT PRICE	\$ _____

- 4.1 Payment for Landscape Maintenance (Category A), Seasonal Color/Perennial Maintenance (Category B), and Sentinel Central Control System Management (Category E) from the Summary Bid Form (see Service Agreement – Exhibit “B”), will be based on 12 equal monthly payments.
- 4.2 Contractor shall submit to the District Manager an invoice based upon the unit price schedule for Categories A and B from the Summary Bid Form (Exhibit “B”) and a detailed statement of all services rendered to the District Manager by the Contractor in the preceding month. Within 30 days of receipt of said invoice and statement, the District Manager shall remit to the Contractor seventy-five percent (75%) of the "Base Payment", or \$ _____, hereinafter referred to as the "Base Payment Fixed Amount".
- 4.3 In addition to the Base Payment of Categories A and B from the Summary Bid Form, the Contractor may also be entitled to receive a monthly *Performance Payment*TM of twenty-five percent (25%), or \$ _____, hereinafter referred to as the *Performance Payment*TM. The amount of a *Performance Payment*TM, if any, shall be determined as follows: The Consultant, the District Manager and the Contractor shall conduct an inspection of the work performed by the Contractor once per month, and the Consultant shall prepare a Landscape Maintenance Inspection Gradesheet (see Service Agreement - Exhibit “C”) based on each inspection. Based upon the *Performance Payment*TM percentage (described in Article 8.4 "Grade Evaluation/Scoring") for a month, the Contractor may be entitled to a *Performance Payment*TM for said month based on a score of 87% and above.
- 4.4 Any *Performance Payment*TM due for a month shall be paid concurrent with the Base Payment for said month. The Consultant will be responsible for scheduling the monthly inspections. The Consultant must be given at least 14 days’ notice to reschedule. All inspections will proceed as scheduled with or without the attendance of the Contractor.
- 4.5 *Performance Payment*TM is void unless OLM, INC. performs the Monthly Landscape Maintenance Inspection. If Consultant does not perform the monthly landscape maintenance inspection, the Contractor receives full compensation for that month.
- 4.6 Payment for Seasonal Color/Perennial Installation and Mulching, Categories C and D from the Proposal Forms, will be invoiced as the work is completed and approved by Consultant or District Manager.

ARTICLE SEVEN – BILLING/ADDITIONAL WORK REQUEST**7.1 Billing**

It is the Contractor's responsibility to inspect and manage the need for the frequencies of the specified items in Exhibit "B". It is also the responsibility of the Contractor to notify the Consultant/District Manager (see Article 4.2) of items performed to ensure they do not exceed the frequencies specified on the Category A and B (Maintenance Itemized Bid Forms – Exhibit "B

Labor unit prices including a per supervised man-hour cost and a per labor hour cost shall be provided for any proposed Contractor work outside the Service Agreement scope that the District Manager requests. Any such work must be approved in writing by the District Manager before it is begun by the Contractor.

When any extra work is performed and the District Manager deems such work entitles compensation beyond the monthly price of maintenance, the Contractor will complete an additional work request showing:

- a. The number of workmen, their title, and the number of man-hours required to perform the work.
- b. A brief description of the nature of the work, a list of materials used, and an estimate of total cost to complete work.
- c. All possible associated future costs, i.e., mulch, additional irrigation heads.

ARTICLE EIGHT – LANDSCAPE MAINTENANCE INSPECTIONS**8.1 Weekly Inspections**

Contractor is responsible for a weekly inspection of the entire property and for the performance of all items required and referred to in these specifications.

8.2 Weekly Maintenance Worksheet

Contractor is also responsible for notifying the District Manager and the Consultant through the Weekly Maintenance Worksheet (Exhibit "D") of any problems. This worksheet must be left with the District Manager on the day of the maintenance visit and copies must be sent to OLM, INC. on a weekly basis. These forms are very important in protecting both the District Manager and Contractor when discrepancies occur. The Contractor may use its own formatted worksheet form upon approval of the District Manager or Consultant. Any items not called to the attention of the District Manager and Consultant that result in any damage to the property will become the liability of the Contractor.

8.3 Monthly Landscape Maintenance Inspection

District Manager and Consultant will perform a monthly site inspection with the Contractor. At that time, the Consultant will compile a list of landscape related items that should be performed before the next site inspection. OLM, INC. will be responsible for scheduling the monthly inspections. OLM, INC. must have no less than a 14-day notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

8.4 Grade Evaluation/Scoring

Consultant will be responsible for the graded evaluation of the property. The final grade evaluation will be determined by the timely and quality execution of the Contractor's landscape maintenance functions. Contractor's monthly *Performance Payment*TM will be determined by the final score based on the form labeled Sample Landscape Maintenance Inspection Gradesheet (Exhibit "C"). Each item listed on the Inspection Form has a specific amount of points from which deductions may be made for the improper execution of each landscape-related task. Items are not scored if the work is being performed to industry standards.

ARTICLE NINE - COMPLIANCE WITH LAWS

Contractor shall, at its own expense, obtain all necessary permits and licenses required by any federal, state, county or local codes, laws, ordinances and regulations. Contractor will comply with all applicable state, federal, county and local laws, orders and judicial decisions, including but not limited to, matters regarding occupational health and safety.

ARTICLE TEN - MISCELLANEOUS

This Service Agreement, together with all Exhibits, shall supersede any and all agreements, both oral and written, between the Parties with respect to the rendering of services by the Contractor for the District Manager.

The invalidity in whole or in part of any provision of this Service Agreement shall not affect the validity of any other provision.

The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach. This Service Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

EXHIBIT "A"**SERVICE DESCRIPTION AND SPECIFICATIONS**

The indications for Line Items after each specification correspond to the Landscape Maintenance Itemized Bid Form and Seasonal Plant Maintenance Itemized Bid Form - Exhibit "B" and are to be performed to the frequencies specified

I. FESCUE AND BLUEGRASS TURF MAINTENANCE**A. Mowing**

Turf shall be cut at a height of two (2) inches to four (4) inches as conditions dictate. No more than one-third (1/3) of the grass blade is to be removed when cutting. Contractor shall be responsible for controlling excessive grass clippings within turf or mulched bed areas. Contractor shall make every effort to minimize grass clippings deposited in lakes and/or retention ponds. *(Line Item: Mow)*

B. Edging

Contractor shall be responsible for edging or monofilament trimming along all bedlines bordered with bed edging material. e.g, metal, plastic, concrete borders. **Contractor shall be allowed to use monofilament trimmers when edging any bedlines bordered by bed edging material.** Contractor shall be required to monofilament trim these areas at the same mow height.

Contractor shall be responsible for edging with metal blade edgers all curbs, walkways and turf bed lines not bordered by bed edging material. Treewells located within Fescue/Bluegrass turf areas shall be edged with metal blade edgers only. All edged turf areas will have a perpendicular appearance. Angled or beveled hardlines or bedlines are not acceptable. Weedeaters are not to be used in edging. Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging. *(Line Item: Edge Bedlines/Edge Hardlines)*

C. Fertilization

Contractor shall have full responsibility of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf. *(Line Item: Turf Fertilization)*

D. Insect And Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. *(Line Item: Insect/Disease Control)*

E. Water

Contractor shall be responsible for monitoring moisture levels in irrigated and non-irrigated turf areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to turf that was not reported to the District Manager in writing, and will be responsible for the replacement of said turf. Contractor shall not be responsible for the manual watering of any turf area unless it is under additional warranty. *(Line Item: Irrigation Management)*

F. Turf Weed Control

Contractor shall maintain all turf in such a way as to control and strive to eliminate weeds. The program will include pre-emergent, post-emergent, and mechanical weed control methods. *(Line Item: Turf Weed Control)*

G. Monofilament Trim

After each mowing operation Contractor shall use a weedeater or similar tool or machine to trim grass and/or weeds that cannot be mowed with larger machinery. Contractor shall be required to monofilament trim these areas at the same mow height. *(Line Item: Monofilament Trim)*

F. Aeration

Contractor shall provide price to aerate Fescue/Bluegrass turf areas only. There shall be a minimum of four (4) plugs per square foot, reaching a minimum depth of at least one and one-half (1.5) inches. *(Line Item: Aeration)*

II. NATIVE GRASS MAINTENANCE**A. Mowing**

Native grass shall be cut at a height of four (4) inches to six (6) inches as conditions dictate. Contractor shall be responsible for controlling excessive grass clippings within native grass or mulched bed areas after each mowing. Contractor shall make every effort to minimize grass clippings deposited in lakes and/or retention ponds. *(Line Item: Mow)*

B. Edging

Contractor shall be responsible for edging or monofilament trimming along all bedlines bordered with bed edging material, e.g. metal, plastic, concrete borders. **Contractor shall be allowed to use monofilament trimmers when edging any bedlines bordered by edging material.** Contractor shall be required to monofilament trim these areas as the same mow height.

Contractor shall be responsible for edging with metal blade edgers all curbs, walkways, native grass bed lines not bordered by edging material. Contractor shall not be required to edge treewells located in native grass areas with metal blade edgers. Contractor shall be required to clean and remove vegetation from around base of trees during each mow. Contractor shall be responsible for taking actions not to damage tree trunks with power equipment when mowing these areas.

All completed edges will have a perpendicular appearance between native grass and hardlines, and native grass and bedlines. An angled or beveled appearance of hardlines or bedlines is unacceptable. Weedeaters are not to be used in edging. Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging. *(Line Item: Edge Bedlines/Edge Hardlines)*

C. Water

Contractor shall be responsible for monitoring moisture levels in irrigated and non-irrigated native grass areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to native grass that was not reported to the District Manager in writing, and will be responsible for the replacement of said native grass. Contractor shall not be responsible for the manual watering of any native grass area unless it is under additional warranty. *(Line Item: Irrigation Management)*

D. Native Grass Weed Control

Contractor shall be responsible for two (2) post emerge herbicide applications to native grass areas. Contractor shall strive to control non-desirable vegetation in these areas. *(Line Item: Native Grass Weed Control)*

E. Monofilament Trim

After each mowing operation Contractor shall use a weedeater or similar tool or machine to trim grass and/or weeds that cannot be mowed with larger machinery. *(Line Item: Monofilament Trim)*

III. ENHANCED NATIVE GRASS MAINTENANCE

A. Mowing

Native grass shall be cut at a height of four (4) inches to six (6) inches as conditions dictate. Contractor shall be responsible for controlling excessive grass clippings within native grass or mulched bed areas after each mowing. Contractor shall make every effort to minimize grass clippings deposited in lakes and/or retention ponds. *(Unit Price Line Item: Mow)*

B. Edging

Contractor shall be responsible for edging or monofilament trimming along all bedlines bordered with bed edging material, e.g. metal, plastic, concrete borders. **Contractor shall be allowed to use monofilament trimmers when edging any bedlines bordered by edging material.** Contractor shall be required to monofilament trim these areas as the same mow height.

Contractor shall be responsible for edging with metal blade edgers all curbs, walkways, native grass bed lines not bordered by edging material. Contractor shall not be required to edge treewells located in native grass areas with metal blade edgers. Contractor shall be required to clean and remove vegetation from around base of trees during each mow. Contractor shall be responsible for taking actions not to damage tree trunks with power equipment when mowing these areas.

All completed edges will have a perpendicular appearance between native grass and hardlines, and native grass and bedlines. An angled or beveled appearance of hardlines or bedlines is unacceptable. Weedeaters are not to be used in edging. Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging. *(Unit Price Line Item: Edge Bedlines/Edge Hardlines)*

C. Water

Contractor shall be responsible for monitoring moisture levels in irrigated and non-irrigated native grass areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to native grass that was not reported to the District Manager in writing, and will be responsible for the replacement of said native grass. Contractor shall not be responsible for the manual watering of any native grass area unless it is under additional warranty. *(Unit Price Line Item: Irrigation Management)*

D. Enhanced Native Grass Weed Control

Contractor shall be responsible for two (2) post emerge herbicide applications to native grass areas. Contractor shall strive to control non-desirable vegetation in these areas. *(Unit Price Line Item: Native Grass Weed Control)*

E. Monofilament Trim

After each mowing operation Contractor shall use a weedeater or similar tool or machine to trim grass and/or weeds that cannot be mowed with larger machinery. *(Unit Price Line Item: Monofilament Trim)*

IV. SHRUB AND GROUND COVER MAINTENANCE

A. Pruning

All shrubs shall be hand pruned to remove dead and/or damaged wood to allow for natural development of plant material and to create the effect intended by the Consultant and District Manager. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries. Deep hand pruning and/or structure pruning shall be performed once a year during the dormant months. Structure pruning shall be defined as using hand pruners, handsaws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, and to promote interior growth and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants shall take place during these prunings. Contractor shall be allowed to shear plant material that is approved by District Manager. *(Line Item: Shrubs or Groundcover Trim)*

B. Ornamental Grass Pruning

All Ornamental grasses shall be pruned to an approximate 6 to 8-inch height removing previous year's growth and drying and declining foliage. This pruning shall take place once plants begin to "shatter" or fall apart, approximately late February. Contractor shall be allowed to use power shearing equipment for these cut backs. All pruning debris shall be removed from the site. *(Line Item: Shrub/Groundcover Pruning)*

C. Groundcover Pruning

Groundcover shall be pruned as needed to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site. *(Line Item: Shrub/Groundcover Pruning)*

D. Fertilization

Contractor shall have full responsibility of determining the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants. Contractor shall be expected to apply any minor nutrients that might be needed to maintain healthy plant material. *(Line Item: Shrub Fertilization)*

E. Insect and Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. *(Line Item: Insect/Disease Control)*

F. Water

Contractor shall be responsible for monitoring moisture levels throughout the year in irrigated and in non-irrigated areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to plants that was not reported to the District Manager in writing and shall be responsible for replacement of these items. Contractor shall not be responsible for the hand watering of any shrub or groundcover areas not under irrigation. *(Line Item: Irrigation Management)*

G. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. *(Line Item: Bed Weed Control)*

V. TREE MAINTENANCE**A. Pruning**

Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang sidewalks or parking areas lower than fifteen (15) feet from the ground. Lower branching on all trees shall be pruned as needed to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than 15 feet. Trees located in natural areas shall be pruned only when their growth habit affects formal maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and base of trees shall be removed weekly or as required to maintain a clean appearance.

Contractor will be responsible for pruning all ornamental trees. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth. *(Line Item: Tree Pruning)*

B. Fertilization

Fertilization applies to planted trees that are staked or guyed and planted trees that have a caliper of eight (8) inches or less. Native mature trees do not apply. Contractor is required to notify District Manager and make recommendations, in writing, of all other trees that may need supplemental fertilization. *(Line Item: Tree Fertilization)*

C. Insect And Disease Control

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. Only trees with a caliper of eight (8) inches or less shall be treated. Contractor is required to notify District Manager and make recommendations, in writing, of all other trees that may need supplemental insect and disease control. *(Line Item: Insect/Disease Control)*

D. Water

Contractor shall be responsible for monitoring moisture levels throughout the year in irrigated and in non-irrigated areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to trees that was not reported to the District Manager in writing and shall be responsible for replacement of these items. Contractor shall not be responsible for the hand watering of any trees not under irrigation. *(Line Item: Irrigation Management)*

E. Staking

Staked trees shall be re-staked and adjusted as often as necessary. Stakes shall be adjusted and/or removed when deemed appropriate by Consultant and/or Contractor. However, trees that need to be re-staked utilizing specialized equipment and crews shall be done at a mutually agreed upon price, submitted in writing for review and approval. *(Line Item: Tree Pruning)*

VI. SEASONAL COLOR/PERENNIAL MAINTENANCE AND INSTALLATION**A. Bed Preparation - Annuals**

Contractor shall submit to Owner for approval design (layout, flower species, and color) for all annual flower beds, pots, and baskets prior to installation.

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for all existing pots and annual bed areas based on plant spacing as specified. Contractor shall be responsible for planting the specified size and quantity of plant material designated by the Consultant.

Contractor shall be responsible for all bed preparation and soil amendments necessary to provide a grade A quality seasonal color display. Contractor shall be responsible for taking general and micronutrient tests of annual bed areas and making appropriate soil adjustments.

Bed areas shall be formed to create a moderate crown. Contractor shall remove rocks and debris, and trench all sides of beds that face curb or turf at a depth of three (3) inches before final mulching. (Included in installation total)

B. Seasonal Color Replacement - Annuals

Contractor shall be responsible for replacing any seasonal color plants that have declined, died or failed to maintain a healthy, vigorous appearance in the opinion of the District Manager and Consultant until the time of the first hard freeze.

C. Deadheading And Pruning - Annuals

Deadheading: Declining flowers and foliage shall be removed as specified.

Pruning: Plants shall be pruned to prevent plants from becoming leggy or unsightly and to maintain a consistent, uniform mass. *(Line Item: Deadheading and Pruning)*

D. Fertilization – Annuals and Perennials

Plants shall be fertilized to maintain a healthy, vigorous growth and appearance. *(Line Item: Fertilization)*

E. Insect and Disease Control – Annuals and Perennials

Contractor shall be responsible for weekly inspections of annual bed areas and treatment of any insect or disease related problems. Fire ants shall be treated and mounds removed as needed. *(Line Item: Insect/Disease Control)*

F. Watering – Annuals and Perennials

Contractor shall be responsible for monitoring moisture levels throughout the year in irrigated and in non-irrigated bed areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to plants that was not reported to the District Manager in writing and shall be responsible for replacement of these items. Contractor shall not be responsible for the hand watering of any seasonal color areas unless plant material has not yet established. When new seasonal color is installed, Contractor shall be responsible for supplemental watering only until plants become established.

Contractor shall be responsible for removing all seasonal color at the end of season as requested by District Manager. All plant material and other debris shall be removed off site and bed raked smooth and properly crowned after plants are removed.

G. Bed Weed Control – Annuals and Perennials

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. *(Line Item: Bed Weed Control)*

H. Perennial Maintenance (In addition to above)

Contractor shall be responsible for continual pruning and grooming of all perennials throughout the growing season. Maintenance should include but not be limited to removal of spent blooms, flower stalks and declining foliage. A one-time (Fall or late Winter) cutback and mulching of all foliage shall also be included in the cost.

VII. MULCHING FOR TREE AND SHRUB BED AREAS**A. Brown Cedar Mulch**

Contractor will be responsible for providing cost per occurrence of a complete application of Grade A mulch to existing mulched bed areas. Mulch is to be spread at a depth of one (1) inch such that none of the old or previously laid mulch is visible.

Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that result due to the underestimation of mulch or landscape maintenance performance, i.e., mower damage around bedlines, treewells, etc. Contractor shall not price mulching treewells within Native turf areas. *(Line Item: Mulch)*

B. Trenching

Bedline edges shall be trenched and beveled at a depth of two (2) inches along bed areas that are bordered by sidewalks, curbs, and annual bed areas. All bed lines and tree wells bordered by turf shall be defined by creating a one-inch (1-inch) beveled trench with smooth, symmetrical, parallel bedlines.

All treewells located in turf and bed areas shall have root balls raked smooth, removing all old water rings, excessive mulch and/or soil. Treewells within turf areas are to be made uniform in diameter to be consistent with similar varieties within that location. *(Line Item: Mulch)*

VIII. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL**A. Cleanup Procedures**

As part of Contractor's weekly maintenance visits a general cleanup program will be performed. The cleanup program shall involve a policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris. A complete sweeping or blowing, by mechanical means, of the entire parking lots, loading docks, driveways, parkways, roadways, curbs, gutters, drains, and sidewalk areas will also be performed. *(Line Item: Debris Disposal)*

B. Weed Control

All parking lots, loading docks, driveways, parkways, roadways, streetscapes, curbs, gutters, drains, and sidewalk areas shall be maintained to control and strive to eliminate weeds. *(Line Item: Bed Weed Control)*

C. Disposal of Debris

All debris shall be removed and disposed of off site. Contractor shall be responsible for removal and proper disposal of any wildlife carcass throughout property. *(Line Item: Debris Disposal)*

D. Severe Weather Cleanup

In the event of a natural disaster, such as a major ice storm, snowstorm, windstorm, or tornado, the Contractor shall not be responsible for any cleanup operation outside of the specifications in the Service Agreement.

If District Manager elects, they may request that the Contractor utilize dedicated man-hours for the purpose of severe weather cleanup.

E. Typical Weather Cleanup

Contractor shall be responsible for cleanup of debris as a result of typical weather conditions. *(Line Item: Debris Disposal)*

F. Trail/Walking Path Maintenance

Contractor shall be responsible for maintaining trails and/or walking paths to include litter and leaf debris removal. Contractor shall also be responsible for weed and vegetation control within three (3) feet of pathways and/or trails. *(Line Item: Debris Disposal)*

IX. LEAF REMOVAL**A. Leaf Collections**

Fallen leaves on lawn and planted bed areas shall be collected and removed from property no less than six (6) times per year as requested by the Consultant and District Manager. This is to be done from the beginning of November through February, or until leaves dispersment ceases. On a weekly basis, the Contractor will disperse leaves from focal areas, bed, and turf areas to prevent heavy buildup and damage to plant material by smothering. *(Line Item: Debris Disposal)*

B. Disposal Of Leaf Debris

All leaf debris shall be removed and disposed of off site. *(Line Item: Debris Disposal)*

X. PLANT MATERIAL DISPOSAL**A. Removal**

Dead plant material not requiring general tree surgeon services for removal shall be removed and disposed of immediately by the Contractor off site. *(Line Item: Debris Disposal)*

B. Replacement

Contractor shall contact and advise the District Manager, in writing, of possible plant replacements. Plant replacement or removal necessitated by negligence of the Contractor shall be the sole responsibility of the Contractor.

XI. IRRIGATION MANAGEMENT**A. Sentinel Central Control System**

District Manager uses a computerized weather driven central control irrigation system. This system monitors water flow, weather conditions, and controller status and automatically calculates run times for each irrigation zone under its control. The Contractor is responsible for communicating, in writing, with the District Manager increases or decreases in duration specific individual zones. The Contractor is responsible to determine if the changes have achieved the desired results in landscape improvement. the irrigation satellite is located within an area that the Contractor does not maintain the Contractor is responsible for the condition of the irrigated zones attached. The District Manager will require of the Contractor to check and repair specific components of these satellites. This system is in place to conserve the limited water resources of the common areas and individual building sites. Failure to communicate, in writing, changes in watering needs of any given irrigation zone will be considered a failure to monitor the condition of the landscape.

Contractor will designate one CCM to communicate, in writing, with the District Manager the needs to increase or decrease irrigation in areas with new plant material and existing plant material.

Central Control Manager will work to determine the best communication method for making adjustments to the systems operation. The Central Control Manager has full authority in all aspects of repairs and irrigation water management activities. The

Contractor agrees to monitor, adjust and maintain all irrigation zones heads valves pipes and sprinklers. Minor adjustments include flow control, radius adjustment, nozzle cleaning, sprinkler height, valve enclosure integrity and access, and level adjustment. Contractor will notify the District Manager of malfunction or damage to the system's integrity. Should it be determined that damage is cause of negligence by the Contractor, the Contractor shall pay the cost of such repair. Cost may be paid directly by Contractor or deducted by District Manager from payments due to the Contractor. (*Line Item: Sentinel Central Control System Management*)

B. Landscape/Irrigation Contractor Responsibility

1. All Contractors are required to furnish the District Manager with a list of company personnel that are to be notified in the event of problem(s) with the irrigation system in areas they area responsible to maintain.
2. Landscape irrigation contractors sharing central control timers or otherwise with other contractors are requested to notify the District Manager anytime they observe irrigation problems in areas they do not maintain.

3. Owner has entered into a hydrozone agreement with the City of Loveland regarding irrigation water usage for metro district landscape areas east of I-25. Contractor shall manage the irrigation water usage to the water budgets supplied by Owner.

XII. IRRIGATION SYSTEM

A. Irrigation Winterization

The Contractor shall winterize the irrigation piping to ensure that no damage will occur due to ice expansion within the piping. It is the Contractor's responsibility to winterize the irrigation system prior to freezing or frost warnings. If damage to real property or personal injury occurs due to Contractor's failure to winterize the system, the Contractor shall be financially responsible (See Article 3.3).

1. Shut down and lock off, if possible, all water sources into the irrigation system then blow the system clear of water using compressed air (80 psi maximum) admitted into the piping at a quick coupling valve or hose bib located at the highest elevation on the system piping.
2. Activate individual zones, higher zones first, then proceed successively towards lower elevations. Proceed through all zones twice.
3. Open hose bib at lowest elevations on main line after zones have been cleared. Allow all water in main line to be expelled before closing ball valve and removing air compressor.
4. The air compressor used to winterize the system must have an engine separate from the compressor tanks to prevent high temperature air from being injected directly into the PVC piping.
5. Remove any local program execution instructions from all irrigation controllers where applicable to prevent solenoid activation and possible heat failure due to lack of water flow. Do not disconnect power so that winter communication diagnostics can be performed when applicable.
6. Notify Owner in writing, within five (5) working days of completed winterization. (*Line Item: Irrigation Winterization*)

B. Irrigation Startup

Due to seasonal progression, when deemed appropriate by the Contractor, Owner and Consultant, the irrigation system will be activated and thoroughly inspected before beginning operations for the watering season. Equipment that fails testing must be noted and described in writing by the Contractor. Any necessary repairs must be approved by the Owner in writing prior to beginning work. (*Line Item: Irrigation Startup*)

XIII. LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL

- A.** All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.
- B.** Contractor shall be responsible for applying chemicals and fertilizers. The following rates are general guidelines and are to be used as such. Contractor is totally responsible for furnishing the District Manager with healthy, vigorous plant material throughout the term of the Service Agreement.
- C.** Chemical forms may vary with weather conditions.
- D.** Contractor shall be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.
- E.** Contractor shall be responsible for taking general and micronutrient tests of turf and shrub bed areas. The District Manager and Consultant shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by the report within 45 days of the execution of the Service Agreement.
- F.** Contractor shall be responsible for making any extra visits necessary during the year to correct any problems that may occur during the term of the Service Agreement.
- G.** Contractor shall be responsible for applications of any other nutrients that should be applied to maintain a balanced soil.
- H.** Contractor shall take full responsibility for replacing any plant material that is damaged by the improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

**CENTERRA METROPOLITAN DISTRICT
CATEGORY C
SEASONAL COLOR INSTALLATION ITEMIZED BID FORM**

QUANTITY	PLANT MATERIAL	SIZE	UNIT PRICE	TOTAL
	Summer Annuals	4"		

QUANTITY	PLANT MATERIAL	SIZE	UNIT PRICE	TOTAL
	Summer Annuals	2-1/2"		

**CATEGORY C. 1ST YEAR SEASONAL COLOR
INSTALLATION TOTAL** \$ _____ *

*** Include in your costs of summer annuals all hanging baskets and pots for the Marketplace to include two (2) replacements of the hanging baskets each summer. No hand watering required as these are irrigated.**

NOTES:

1. All annuals shall be container-grown Grade A plants with multiple blooms at the time of installation.
2. All prices shall be inclusive of material costs including soil amendments, mulch, labor, taxes, etc. All plants should be in bloom at time of planting.
3. Colors or varieties different than those specified above must be approved in writing by the District Manager and Consultant prior to installation.
4. Contractor is responsible for estimating and confirming the quantity of flowers based on the spacing shown below:

4 Inch Plant Material

- a. Distance away from curbs, turflines, etc.:
Summer Annuals 10"
- b. On Center (o.c.) Spacings:
Summer Annuals 10"

2-1/2 Inch Plant Material

- a. Distance away from curbs, turflines, etc.:
Summer Annuals 6"
- b. On Center (o.c.) Spacings:
Summer Annuals 6"

**WATERFALL METROPOLITAN DISTRICT
EXHIBIT "C"
MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET**

A. LANDSCAPE MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
TURF	5		
TURF FERTILITY	15		
TURF EDGING	5		
WEED CONTROL – TURF AREAS	10		
TURF INSECT/DISEASE CONTROL	10		
PLANT FERTILITY	5		
WEED CONTROL – BED AREAS	10		
PLANT INSECT/DISEASE CONTROL	10		
PRUNING	10		
CLEANLINESS	10		
MULCHING	5		
WATER/IRRIGATION MANAGEMENT	15		
CARRYOVERS	5		
B. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
VIGOR/APPEARANCE	10		
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	10		
MAXIMUM VALUE	145		



Date _____ Score: _____ *Performance Payment™* % _____

Contractor Signature: _____

Inspector Signature: _____

Property Representative Signature: _____

EXHIBIT "D"
WEEKLY MAINTENANCE WORKSHEET

- 1) Date of maintenance visit: _____
- 2) Supervisor: _____
- 3) Watering man-hours: _____
- 4) Listing of problems and locations:
 - a) Insect and plants: _____

 - b) Disease and plants: _____

 - c) Nutrient problems and plants _____

 - d) Dry plants: _____

 - e) Wet plants: _____

 - f) Amount of mulch applied: _____
 - g) Amount of mulch needed or applied over designated amount: _____
 - h) Dead plants removed: _____

 - i) Tree service work needed: _____

 - j) Irrigation damage and repairs: _____

- 5) Extra work performed:
 - a) Number of men: _____
 - b) Their title(s): _____
 - c) Hours per man: _____
 - d) Description of work performed: _____

General Notes:

Please list any items the District Manager and Consultant need to know or any extra work that is to be performed outside of the grounds maintenance contract scope. Also, give an estimate of time to perform the work: _____

WATERFALL METROPOLITAN DISTRICT

CATEGORY A

LANDSCAPE MAINTENANCE ITEMIZED BID FORM

TURF FUNCTION	FREQUENCY (PER YEAR)	UNIT PRICE	TOTAL PRICE
Fescue/Bluegrass			
Mow	26		
Edge (Bedlines)	13		
Edge (Hardlines)	13		
Monofilament Trim	26		
Turf Fertilization	3		
Turf Insect/Disease/Weed Control	52		
Aerification	1		
Native Grass			
Mow	2		
Edge – bedlines	2		
Edge - hardlines	2		
Monofilament Trim	2		
Native Grass fertilization	0		
Native Grass Weed Control	2		
Insect & Disease Control	0		
Enhanced Native Grass			
Mow	10		
Edge – bedlines	4		
Edge - hardlines	4		
Monofilament Trim	10		
Native Grass fertilization	2		
Native Grass Weed Control	2		
Insect & Disease Control	0		
General Landscape Functions			
Bed Weed Control	52		
Shrub/Groundcover Trim	4		
Tree Pruning	1		
Debris Disposal	52		
Insect and disease control	52		
Tree Fertilization	1		
Shrub Fertilization	1		
Groundcover Fertilization	1		
Irrigation Management	52		
Irrigation Winterization/Start Up	1		

CATEGORY A. 1ST YEAR LANDSCAPE MAINTENANCE TOTAL \$ _____

WF1 - O&M Map

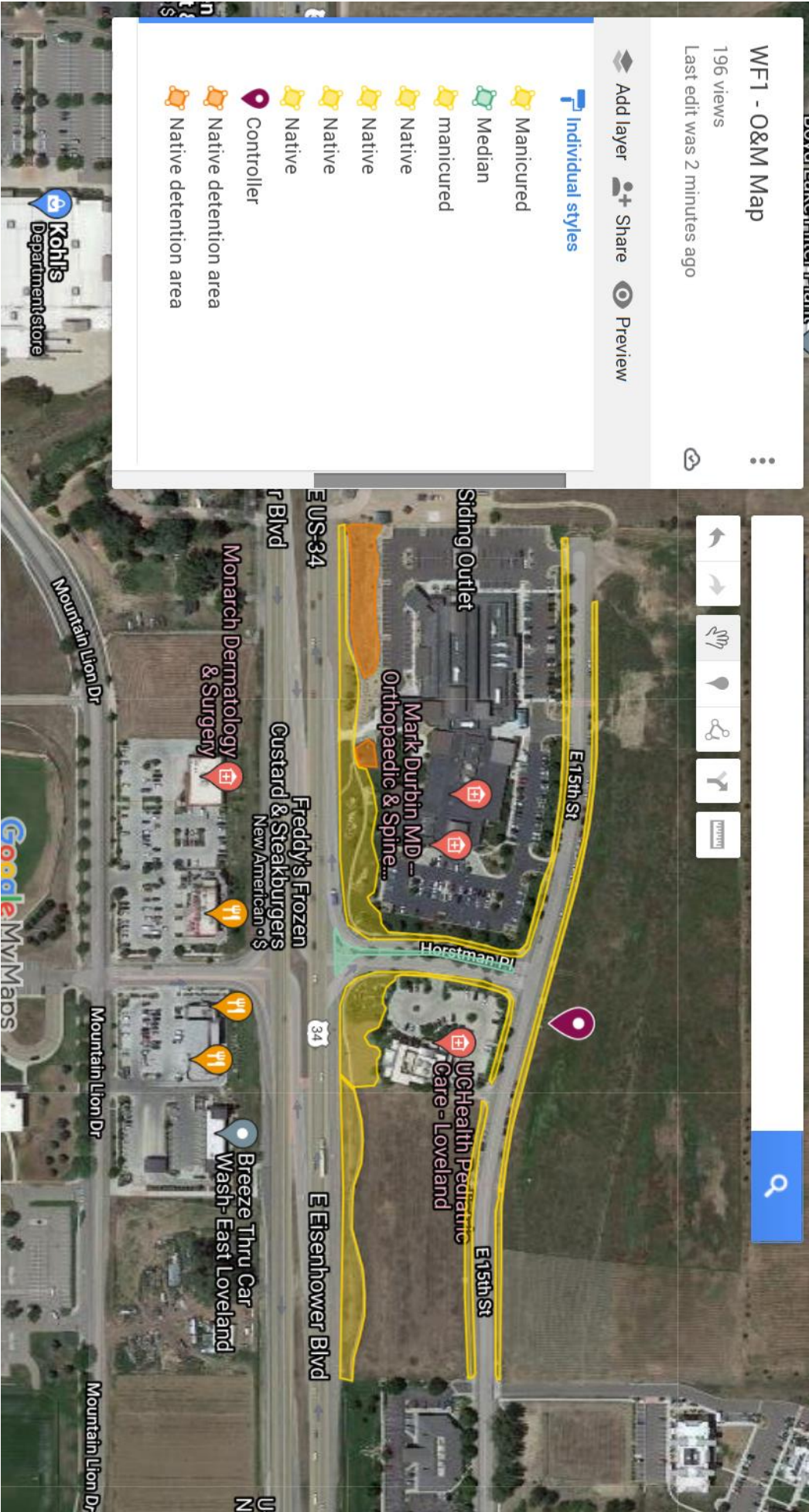
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Individual styles

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