

**WORK ORDER #2018-01
TO MASTER SERVICES AGREEMENT, DATED January 1, 2018**

This Work Order is made and entered into this **1st day of January, 2018**, by and between **WATERFALL METROPOLITAN DISTRICT NO. 1**, (the "District"), and **INTEGRITY LAWN PROFESSIONALS, 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 **January 1, 2018** (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: Landscaping maintenance, irrigation management, plant and tree management, and site 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 **based on a lump sum amount of \$12,850.00** , 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 **on December 31, 2018** .

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, 2018.

WATERFALL METROPOLITAN DISTRICT NO. 1:

By: Kim Perry
Its: President

INTEGRITY LAWN PROFESSIONALS, LLC:

By: Dorovan Carstens
Its: Owner

EXHIBIT A-1 TO WORK ORDER #2018-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

EXHIBIT A-1

EXHIBIT A

SCOPE OF WORK WATERFALL NO. 1 METROPOLITAN DISTRICT

Contractor is hereby made aware that the District and the Landscape Maintenance Consultants, OLM, INC., ("Consultant") anticipate that the landscape maintenance at this site shall be of the very highest quality. All Work is to be performed in accordance with the Service Description and Specifications (Exhibit "A-1") and shall be strictly managed, executed, and performed by experienced personnel.

The Service Description and Specifications (Exhibit "A-1") to be performed by the Contractor include the complete care and guarantee of all planted trees, plants, groundcovers, and lawn areas within the limits of the District.

The Contractor shall provide all materials, equipment, and labor required and/or inferred to perform the tasks described in Exhibit "A-1" at the frequencies identified in Exhibit "A-2".

The Contractor shall pay all federal, state and local taxes, including excise, use and sales taxes, unless specifically exempt per the terms of the Service Agreement.

The District reserves the right to modify the scope of work, i.e. the quantity or type of materials used, the frequency of performance, etc.

1.0 Warranties

Contractor warrants that work performed and all goods delivered under this Services Agreement shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. Contractor further warrants that all work shall be performed using Contractor's best efforts and shall be in conformance with industry standards for workmanship.

Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the District and/or Consultant, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the work specified herein. All work shall be timely performed, time being of the essence of this Services Agreement.

By executing this Services Agreement, Contractor represents that he has examined carefully all of the contract documents, is acquainted with the premises where the work is to be performed and all conditions relevant to the work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the work. Contractor acknowledges that the contract documents are sufficient for the proper and complete execution of the work.

2.0 Liabilities

It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of work of these specifications that may result in the damage, and/or loss of plant material. This responsibility includes, but is not limited to, the following:

- a. Vandalism and/or other abuse of the property, which results in damage to the plant material.
- b. Areas of the site that continually hold water.
- c. Areas of the site that are consistently too dry.

Contractor shall list any such items on the bi-monthly landscape maintenance report along with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for the repair of such items.

3.0 Personnel

Contractor personnel performing work on the premises shall be in a uniform to be designed by the Contractor. The Contractor shall have a reasonable time within which to obtain uniforms for new employees. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. Worn and tattered uniforms shall be promptly replaced.

Contractor personnel may not smoke in or around the building(s). General rudeness or discourteous acts by Contractor employees towards tenants, guests, management, other service contractors, etc. will not be tolerated. No Contractor solicitation of any kind is permitted on property. Contractor may be asked to park in designated areas.

4.0 Safety

Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this agreement. Contractor shall comply with all applicable OSHA standards, Federal, State, and Local Laws and Regulations. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work under this agreement, utilizing safety equipment such as bright vests, traffic cones, traffic control devices, etc.

5.0 Payment

Payment for services rendered shall be made in accordance with the terms of the Services Agreement and *Performance Payment*TM described herein based on the Total Contract Price summarized in Exhibit "A-2".

Payment for Landscape Maintenance (Category A), Seasonal Perennial Maintenance (Category B), and Irrigation Management (Category D), and Central Control System Management (Category E) as identified in Exhibit "A-2" comprise the Base Payment amount and may be invoiced in twelve (12) equal monthly installments. The Contractor shall submit a detailed summary of all services performed for Categories A, B, D and E with the monthly invoice. Within 30 days of receipt of said invoice and services summary, the District shall remit to the Contractor seventy-five percent (75%) of the Base Payment Amount.

In addition to the paid portion of Base Payment Amount, the Contractor may also be entitled to receive a monthly *Performance Payment*TM of twenty-five percent (25%), 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 and the Contractor shall conduct an inspection of the work performed by the Contractor once per month and the Consultant shall prepare the Monthly Landscape Maintenance Inspection Gradesheet (Exhibit "A-3") based on each inspection. Based upon the *Performance Payment*TM percentage described in Article 11.0, the Contractor may be entitled to a *Performance Payment*TM for said month based on a score of **87% and above**. Any *Performance Payment*TM due for a month shall be paid concurrent with the Base Payment Amount for said month.

*Performance Payment*TM is void unless the Consultant performs the Monthly Landscape Maintenance Inspection. If the Consultant does not perform the monthly landscape maintenance inspection, the Contractor shall receive full compensation for said month.

Payment for Seasonal Color Installation (Category C) as identified in Exhibit "A-2" will be invoiced upon completion of the work and acceptance by District and/or Consultant.

6.0 Scheduling

Scheduling of maintenance visits will be determined by the District. The Contractor shall notify the District at least 48 hours in advance of the scheduled maintenance visit when services cannot be performed on schedule and an alternate date shall be suggested.

The District may at any time request alterations to the landscape maintenance services provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials or labor.

7.0 Billing

It is the Contractor's responsibility to inspect and manage the need for the frequencies of the specified items in Exhibit "A-2". It is also the responsibility of the Contractor to notify the District of maintenance performed to ensure they do not exceed the frequencies.

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 this scope that the District

requests. Any such work must be approved in writing by the District before it is begun by the Contractor.

8.0 Additional Work

Additional work being requested by the District determined to be outside the scope of specified items in Exhibit "A-2" must be approved in writing by the District before it is begun by the Contractor.

The Contractor shall submit a Work Order (Exhibit "A-5") to the District that details:

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

9.0 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.

10.0 Monthly Landscape Maintenance and Irrigation Management Report

The Contractor shall submit a bi-monthly landscape maintenance and irrigation management report to the District and the Consultant. The Contractor is responsible for notifying the District and the Consultant of any existing and potential problems. These reports are very important in protecting both the District and Contractor when discrepancies occur. The Contractor may use its own formatted worksheet form upon approval of the District and/or Consultant. Any items not called to the attention of the District and Consultant that result in any damage to the property will become the liability of the Contractor.

11.0 Monthly Landscape Maintenance Inspection

District 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.

12.0 Grade Evaluation/Scoring

The 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. The Contractor's monthly *Performance Payment*TM will be determined by the final score based on the Monthly Landscape Maintenance Inspection Gradesheet (Exhibit "A-3"). 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.

13.0 Exhibits

The Exhibits attached to this Service Agreement and made a part hereof are:

Exhibit "A-1"	Service Description and Specifications
Exhibit "A-2"	Landscape Maintenance Summary and Itemized Pricing Forms
Exhibit "A-3"	Monthly Landscape Maintenance Inspection Gradesheet
Exhibit "A-4"	District Maps

EXHIBIT "A-1"

SERVICE DESCRIPTION AND SPECIFICATIONS

The indications for Unit Price Line Items after each specification correspond to the Itemized Pricing Forms ("Exhibit A-2") 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. *(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 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. *(Unit Price Line Item: Edge Bedlines/Edge Hardlines)*

C. 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. *(Unit Price Line Item: Monofilament Trim)*

D. 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. Contractor shall be expected to perform soil test at minimum of once per year. *(Unit Price Line Item: Turf Fertilization)*

E. 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. *(Unit Price Line Item: Turf Weed Control)*

F. Insect And Disease Control

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

G. 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. *(Unit Price Line Item: Aeration)*

H. 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 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. *(Unit Price Line Item: Irrigation Management)*

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. *(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. 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)

D. Fertilization

Contractor shall have full responsibility of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous native grass. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy native grass. Contractor shall be expected to perform soil test at minimum of once per year. (Unit Price Line Item: Native Grass Fertilization)

E. 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)

F. Insect And Disease Control

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

G. 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 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)

III. SHRUB AND GROUNDCOVER MAINTENANCE

A. 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. *(Unit Price Line Item: Bed Weed Control)*

B. 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. 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 the District. *(Unit Price Line Item: Shrub/Groundcover Pruning)*

C. 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)*

D. 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)*

E. 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. Contractor shall be expected to perform soil test at minimum of once per year. *(Unit Price Line Item: Shrub/Groundcover Fertilization)*

F. Insect and Disease Control

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

G. 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 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. *(Unit Price Line Item: Irrigation Management)*

IV. 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. 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. *(Unit Price Line Item: Tree Pruning)*

C. 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 and make recommendations, in writing, of all other trees that may need supplemental fertilization. *(Unit Price Line Item: Tree 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. Only trees with a caliper of eight (8) inches or less shall be treated. Contractor is required to notify District and make recommendations, in writing, of all other trees that may need supplemental insect and disease control. *(Unit Price Line Item: Tree Insect/Disease Control)*

E. 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 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. *(Unit Price Line Item: Irrigation Management)*

V. 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, tumbleweeds, 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 offsite. 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 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)*

VI. 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. 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. *(Unit Price Line Item: Debris Disposal)*

B. Disposal of Leaf Debris

All leaf debris shall be removed and disposed of offsite. *(Unit Price Line Item: Debris Disposal)*

VII. 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. *(Unit Price Line Item: Debris Disposal)*

B. Replacement

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

VIII. MULCHING FOR TREE AND SHRUB BED AREAS

- A.** Contractor will be responsible for providing cost per occurrence of a complete application of Grade A Brown Cedar Mulch to existing mulched bed areas and tree circles as a Work Order. 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 spot mulching of any bare soil areas that result due to landscape maintenance performance, i.e., mower damage around bedlines, treewells, etc. Mulching shall include one (1) complete trenching as specified in the trenching specifications. A second complete trenching may be required in some areas or “touchup” trenching to keep mulch contained within beds, tree wells and hardscapes. Contractor shall not price mulching treewells within native turf areas.
- B.** 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.

IX. 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 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 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.

X. SEASONAL COLOR/PERENNIAL INSTALLATION AND MAINTENANCE

A. Design – Annuals

Designs will be provided to Contractor by the District through a Colorado State University student design program. Contractor will assist and provide input with design parameters, plant selections, budgeting, and coordination.

B. Bed Preparation - Annuals

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)

C. 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 and Consultant until the time of the first hard freeze.

D. 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. *(Unit Price Line Item: Deadheading and Pruning)*

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. *(Unit Price Line Item: Insect/Disease Control)*

F. Fertilization – Annuals and Perennials

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

G. 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 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. All plant material and other debris shall be removed off site and bed raked smooth and properly crowned after plants are removed. *(Unit Price Line Item: Irrigation Management)*

H. 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. *(Unit Price Line Item: Bed Weed Control)*

I. 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.

XI. IRRIGATION SYSTEM

A. Irrigation Management

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 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 from payments due to the Contractor.

Contractor is required to furnish the District with a list of company personnel that are to be notified in the event of problems with the irrigation system in areas they are responsible to maintain.

Landscape irrigation contractors sharing central control timers or otherwise with other contractors are requested to notify the District anytime they observe irrigation problems in areas they do not maintain.

The District may choose at its discretion to integrate any non-central controlled irrigation satellite into the system at any time. If the irrigation satellite added to the District's system is located within an area that the Contractor does not maintain, the Contractor is not responsible for the condition of the irrigated zones attached. The District will only 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.

The Contractor is responsible to coordinate prior to all insecticide treatments or fertilizer application that requires watering in schedules. *(Unit Price Line Item: Irrigation Management)*

B. Irrigation Winterization

The Contractor shall winterize the irrigation piping to insure 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.
1. 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.
2. 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 District in writing, within five (5) working days of completed winterization. (*Unit Price Line Item: Irrigation Winterization*)

C. Irrigation Startup

Due to seasonal progression, when deemed appropriate by the Contractor, District 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 District in writing prior to beginning work. (*Unit Price Line Item: Irrigation Startup*)

XII. CENTRAL CONTROL SYSTEM

The District has in place a computerized centrally controlled irrigation management system. This system monitors water flow, weather conditions, and controller status and automatically calculates run times for each irrigation zone under its control. The purpose of this system is to conserve water and control operating costs. This system is critical to the District's public image of conservation.

The Central Control System Manager (CCM) shall oversee the programming, maintenance, and reporting activities related to the District's irrigation central control system. The CCM will provide an independent viewpoint outside of manufacturers' need to sell equipment for system expansion or operation. The CCM will work with the District to identify and meet reduced water consumption goals. The CCM must have experience with similar projects. A minimum of 10 years of experience is desired.

The CCM is responsible to program the system then monitor and manage increases or decreases in irrigation requirements for specific irrigated areas. The CCM is responsible to determine the best method for making adjustments to the system's operation and to determine if scheduling changes have achieved the desired results in landscape improvement the make adjustments where necessary. Failure to modify changes in watering needs of any given irrigation zone will be considered a failure to monitor the condition of the landscape.

The CCM is responsible to maintain the system by monitoring and identifying repairs and/or upgrades to specific irrigation components based on data and reports generated by the central control system. The CCM will record malfunctions in central control equipment and communicate with the District to implement alternative irrigation methods to preserve the landscape. The CCM is responsible to notify the District of problems with the irrigation system, provide a detailed explanation of recommended repairs, and to promptly coordination repairs and upgrades to transmission lines and field electrical systems.

The Contractor's CCM is responsible to provide the District with system updates in a monthly CCM report. *(Unit Price Line Item: Central Control System Management)*

EXHIBIT "A-2"

**LANDSCAPE MAINTENANCE SUMMARY PRICING FORM
WATERFALL NO. 1 METROPOLITAN DISTRICT**

This summary form totals for Categories A, B, C, D, and E. The combined annual sum of all five categories is defined as the "TOTAL CONTRACT PRICE."

A. Landscape Maintenance Total	\$12,850
B. Seasonal Color/Perennial Maintenance Total	Refer to Work Order #2 of MSA
C. Seasonal Color Installation Total	Refer to Work Order #2 of MSA
D. Irrigation System	A PART OF BASE CONTRACT
E. Central Control System	NOT INCLUDED
TOTAL CONTRACT PRICE	\$12,850

Contractor Company Name: Integrity Lawn Professionals, LLC

Contractor Representative: Donovan Carstens

Title: Owner

Contractor Address: 640 Cottonwood Drive, Loveland, CO 80538

Telephone Number: 720-352-9151

Contractor Signature: _____

WATERFALL NO. 1 METROPOLITAN DISTRICT

**CATEGORY A
LANDSCAPE MAINTENANCE ITEMIZED PRICING FORM**

FUNCTION	FREQUENCY (PER YEAR)
Fescue/Bluegrass	
Mow	26
Edge (Bedlines)	13
Edge (Hardlines)	13
Monofilament Trim	26
Turf Fertilization	3
Turf Weed Control	52
Turf Insect & Disease Control	52
Aeration	1
Native Grass	
Mow	3
Edge – bedlines	3
Edge - hardlines	3
Monofilament Trim	3
Native Grass Fertilization	0
Native Grass Weed Control	3
Native Grass Insect & Disease Control	52
General Landscape Maintenance Items	
Bed Weed Control	52
Shrub/Groundcover Pruning	3
Shrub/Groundcover Fertilization	1
Shrub/Groundcover Insect & Disease Control	52
Tree Pruning	1
Tree Fertilization	1
Tree Insect & Disease Control	52
Debris Disposal	52

CATEGORY A. LANDSCAPE MAINTENANCE TOTAL

\$12,850

WATERFALL NO. 1 METROPOLITAN DISTRICT

CATEGORY B

SEASONAL COLOR AND PERENNIAL MAINTENANCE ITEMIZED PRICING FORM

SEASONAL COLOR MAINTENANCE	FREQUENCY (PER YEAR)
Deadheading	6
Pruning	6
Insect & Disease Control	52
Fertilization	6

PERENNIAL MAINTENANCE	FREQUENCY (PER YEAR)
Deadheading	6
Pruning	1
Insect & Disease Control	52
Fertilization	2

CATEGORY B. SEASONAL COLOR AND PERENNIAL MAINTENANCE TOTAL
Refer to Work Order #2 of the MSA

WATERFALL NO. 1 METROPOLITAN DISTRICT

CATEGORY C
SEASONAL COLOR INSTALLATION ITEMIZED PRICING 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. SEASONAL COLOR INSTALLATION TOTAL Refer to Work Order #2 of the MSA
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/or 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 NO. 1 METROPOLITAN DISTRICT

CATEGORY D & E
IRRIGATION ITEMIZED PRICING FORM

FUNCTION	FREQUENCY (PER YEAR)
Irrigation System	
Irrigation Management	26
Irrigation Winterization	1
Irrigation Start Up	1

CATEGORY D. IRRIGATION SYSTEM TOTAL

Included in Base Contract

FUNCTION	FREQUENCY (PER YEAR)
Central Control System	
Central Control System Management	26

CATEGORY E. CENTRAL CONTROL SYSTEM TOTAL

INCLUDED

WATERFALL NO. 1 METROPOLITAN DISTRICT

SUPPLEMENTAL PRICING

SUPPLEMENTAL PRICING			
#	Description	Cost	Unit
1	Backflow Certification	\$ 85.00	per device
2	Backflow Winterization (price per occurrence to remove, store, and reinstall backflows at a District furnished storage unit)	\$ 55.00	per device
3	Hand Watering (500 gallon or larger tank)	\$ 65.00	per hour
4	Irrigation Repairs	\$ 55.00	per hour
5	Irrigation Locates	\$ 55.00	per hour
6	Wood Mulch - Cedar mulch, delivered and spread on site	\$ 120.00	Per CY
7	Rock Mulch – ¾" river rock, delivered, site prep and spread on site	\$ 130.00	Per Ton
8	Rock breeze – per District standards, delivered, site prep and spread on site	\$ 390.00	Per Ton
9	Sodding – Fescue sod laid and rolled, site ready (removal not included)	\$ 1.50	Per SF
10	Bluegrass sod laid and rolled, site ready (removal not included)	\$ 1.50	Per SF
11	Additional aeration and overseeding of Fescue/Bluegrass turf areas only. Fescue/Bluegrass turf areas shall be overseeded during the months of May-June with certified Grade A turf-type Fescue/Bluegrass seed at a rate of three and one-half (3.5) pounds per 1000 square feet. Fescue/Bluegrass lawns will be aerated with a spoon or core-type aerating machine. 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. In conjunction with the aeration process a machine such as a "power seeder" or "slice seeder" shall be used to reestablish a quality lawn. Contractor shall be responsible for aerating and seeding only the turf areas that have less than 80% turf density. Only weak and thin turf areas will require overseeding.	\$45.00/1000 SF	
12	Insect and disease control and mitigation	As Proposed	
13	Severe weather clean up – one crew	\$200.00/hour (4 Man Crew) Does Not Include Haul Off Of Debris	Per hour
14	Stump grinding and removal	\$13.00	Per Inch
15	Hydretain treatment	\$160.00	Per 10,000 SF
16	Tree Wrap: Install and Remove Cost Per Tree	\$10.00	Per Tree
17	Winter Watering Of Trees	\$12.00	Per Tree
18	Tree Fertilization	\$10.00	Per Tree

The prices above shall be commensurate with the Services Agreement term.

EXHIBIT "A-3"

**MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET
WATERFALL NO. 1 METROPOLITAN DISTRICT**

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*TM % _____

Contractor Signature: _____

Inspector Signature: _____

Property Representative Signature: _____



EXHIBIT "A-4"

**DISTRICT MAPS
WATERFALL NO. 1 METROPOLITAN DISTRICT**

