

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (“Agreement”) is made and entered into effective this 1st day of January, 2021 (the “Agreement Date”) by and between:

“DISTRICT”

Name: SPRING MESA METROPOLITAN DISTRICT
Address: c/o Spencer Fane, LLP, 1700 Lincoln Street, Suite 2000, Denver, CO 80203
Phone: (303) 839-3845

“CONSULTANT”

Name: METCO LANDSCAPE, LLC
Address: 2200 Rifle Street, Aurora, CO 80111
Phone: (303) 421-3100
Representative: Cindy Gioia

DESCRIPTION OF SERVICES: CONSULTANT shall provide landscape maintenance services as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter called the “SERVICES”) and in accordance with this Agreement. CONSULTANT may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES upon written consent of DISTRICT.

DESCRIPTION OF DISTRICT: The DISTRICT is a quasi-municipal political subdivision of the State of Colorado. The DISTRICT confirms and agrees that the DISTRICT has authority to enter into this Agreement on its own behalf.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the contract price and rates set forth in **Exhibit A**. Invoices shall be paid by the DISTRICT within 30 days of receipt subject to setoff regarding any SERVICES that are in dispute. Failure to make any payment when due may be deemed a material breach of this Agreement and will entitle CONSULTANT, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, email, facsimile, addressed to the regular business address of such party as identified above.

DISTRICT RESPONSIBILITIES: The DISTRICT shall make available to CONSULTANT all relevant information or data which is required by CONSULTANT to perform the SERVICES. CONSULTANT shall be entitled to reasonably rely upon the accuracy and completeness of all information and data furnished by the DISTRICT, including information and data originating with other consultants employed by the DISTRICT whether such consultants are engaged at the

request of CONSULTANT or otherwise. Where such information or data originates either with the DISTRICT or its consultants then CONSULTANT shall not be responsible to the DISTRICT for the consequences of any error or omission contained therein.

When applicable, the DISTRICT shall arrange and make provision for CONSULTANT'S entry to public and private property as necessary for CONSULTANT to perform the SERVICES. Unless specifically required of CONSULTANT in the description of the SERVICES, the DISTRICT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the SERVICES so as not to delay CONSULTANT in the performance of the SERVICES.

CONSULTANT RESPONSIBILITIES: CONSULTANT shall furnish the necessary qualified personnel to provide the SERVICES. CONSULTANT represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. CONSULTANT will be liable for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure CONSULTANT's performance. There are no other representations or warranties expressed or implied made by CONSULTANT.

In performing the SERVICES under this Agreement, CONSULTANT shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the DISTRICT.

The SERVICES performed by CONSULTANT shall be subject to the inspection and the review of the DISTRICT at all times but such inspection and review shall not relieve CONSULTANT from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to the breaching party to remedy the breach. On termination of this Agreement, the DISTRICT shall forthwith pay CONSULTANT for the SERVICES performed to the date of termination. Non-payment by the DISTRICT of CONSULTANT's invoices within 30 days of CONSULTANT rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of CONSULTANT are terminated.

LAWS, ORDINANCES, AND OTHER PUBLIC REGULATIONS: CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES. CONSULTANT shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

DISPUTE RESOLUTION: If requested in writing by either the DISTRICT or CONSULTANT, the DISTRICT and CONSULTANT shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the DISTRICT nor CONSULTANT shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: CONSULTANT will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this Agreement. CONSULTANT will refer any request for access to or correction of personal information that is made under statute to the DISTRICT and will comply with any directions from the DISTRICT respecting the access request, or respecting correction and annotation of personal information. CONSULTANT will, at reasonable times and on reasonable notice, allow the DISTRICT to enter its premises and inspect any personal information of the DISTRICT's that is in the custody of CONSULTANT or any of CONSULTANT's policies or practices relevant to the management of personal information subject to this Agreement.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the DISTRICT and CONSULTANT relating to the SERVICES and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the DISTRICT and CONSULTANT. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

DISTRICT'S RIGHT TO STOP THE SERVICES: If the CONSULTANT fails to correct SERVICES which is not in accordance with the Agreement, the DISTRICT may direct the CONSULTANT in writing to stop the SERVICES until the correction(s) is/are made.

DISTRICT'S RIGHT TO CARRY OUT THE SERVICES: If the CONSULTANT defaults or neglects to carry out the SERVICES in accordance with the Agreement and fails within a seven (7) day period after receipt of written notice from the DISTRICT to correct such default or neglect with diligence and promptness, the DISTRICT may, without prejudice to other remedies, correct such deficiencies and the CONSULTANT shall pay the costs of such correction.

COORDINATION: The CONSULTANT shall coordinate and cooperate with any other consultants employed by the DISTRICT.

INDEMNIFICATION: CONSULTANT, its successors and assigns, will indemnify and hold harmless DISTRICT, DISTRICT's licensees, invitees, agents, successors, and assigns from any and all loss, claims, liability, damages, and costs, including, without limiting the generality of the foregoing, court costs and reasonable attorney's fees, caused by, resulting from, or in any way arising out of any negligent, reckless, and intentional actions or inactions of CONSULTANT, its consultants, sub-consultants, employees, successors, and assigns related to this Agreement.

TIME: Time is of the essence herein.

SEVERABILITY: If any clause, provision, subparagraph, or paragraph set forth in this Agreement is illegal, invalid, or unenforceable under present or future applicable laws, then and in that event it is the intention of parties hereto that the remainder of this Agreement shall not be affected thereby.

APPLICABLE LAW: The terms and provisions contained in this Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

INSURANCE: CONSULTANT shall purchase and maintain comprehensive general public liability and property damage insurance in an amount not less \$2,000,000 per occurrence and aggregate as well as workers' compensation insurance in the amounts required by law. Such policies shall name the DISTRICT as an additional insured and shall prohibit cancellation without thirty (30) days' notice to the DISTRICT. CONSULTANT will furnish the DISTRICT, within ten (10) days of receipt of a written request for the same, written verification from the insurance carrier for CONSULTANT that such coverage is in full force and effect. If CONSULTANT fails to supply such written verification within such ten-day period, the DISTRICT shall be entitled to stop all SERVICES by CONSULTANT without any liability therefore.

APPROPRIATIONS: Pursuant to C.R.S. 24-91-103.6(2), the DISTRICT has appropriated sufficient funds to pay the amounts due under the Agreement. The DISTRICT must ensure lawful appropriations have been made to cover any additional work the DISTRICT requests to be performed.

STATUTORY ILLEGAL ALIEN PROVISIONS:

A. Unlawful Employees, Consultants and Sub-Consultants: CONSULTANT shall not knowingly employ or contract with an illegal alien to perform work under the Agreement with a sub-consultant who knowingly employs or contracts with an illegal alien to perform work under the Agreement. Execution of the Agreement shall constitute a certification by CONSULTANT that it does not knowingly employ or contract with an illegal alien and that the CONSULTANT will participate in the E-Verify Employment Verification Program or the Department Program established pursuant to C.R.S. § 8-17.5-102(5)(c) in order to confirm the employment eligibility of all employees who are hired to perform work under the Agreement.

(i) CONSULTANT shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify or the Department program.

(ii) CONSULTANT shall not utilize the E-Verify Program or the Department program procedures to independently undertake pre-employment screening of job applicants.

(iii) CONSULTANT shall require each subcontractor to certify that sub-consultant will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If CONSULTANT obtains actual knowledge that a sub-consultant performing work under the Agreement knowingly employs or contracts with an illegal alien, CONSULTANT shall be required to:

a. Notify the sub-consultant and the DISTRICT within three (3) days that CONSULTANT has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and,

b. Terminate the subcontract with the sub-consultant if within three (3) days of receiving notice from CONSULTANT, the sub-consultant does not stop employing or contracting with the illegal alien; except that CONSULTANT shall not terminate the contract with the sub-consultant if during such three (3) days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

(iv) CONSULTANT shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. § 8-17.5-102(5).

B. If CONSULTANT violates any provision of this Section, the DISTRICT may terminate the Agreement immediately and CONSULTANT shall be liable to the DISTRICT for actual and consequential damages of the DISTRICT resulting from such termination and the DISTRICT shall report such violation by CONSULTANT as required by law.

INDEPENDENT CONSULTANT: It is the express intention of the DISTRICT and CONSULTANT that the relationship created between them is that of employer-independent Consultant. An agent, employee, or servant of CONSULTANT shall never be or deemed to be

the employee, agent, or servant of the DISTRICT. The DISTRICT is interested only in the results obtained from this Agreement. The manner and means of conducting the work are under the sole control of CONSULTANT. The DISTRICT will not withhold any taxes or other amounts from any compensation paid to CONSULTANT. The payment of any and all federal, state, and local taxes or other required withholdings shall be the sole responsibility of CONSULTANT. CONSULTANT is not entitled to Worker's Compensation benefits or unemployment insurance benefits.

No Worker's Compensation insurance shall be obtained by the DISTRICT concerning the CONSULTANT or its agents, employees or servants. CONSULTANT shall comply with applicable workers' compensation law concerning itself and its agents, employees, and servants and shall upon request, provide to the DISTRICT a certificate of Workers' Compensation Insurance.

NO WAIVER OF GOVERNMENTAL IMMUNITY: The parties hereto understand and agree that the DISTRICT is relying on and does not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the DISTRICT.

The parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

DISTRICT:
SPRING MESA METROPOLITAN DISTRICT,
a quasi municipal corporation and political
subdivision of the State of Colorado

DocuSigned by:
Mark Entman
BEF517FAB6BB441...
President

ATTEST

DocuSigned by:
Wayne Harris
49CF87F7EE784D1...
Secretary

CONSULTANT:
METCO LANDSCAPE, LLC,
a Colorado limited liability company

By: Cindy Gioia
Name: Cindy Gioia
Its: Account Manager

Exhibit A

EXHIBIT A**SCHEDULE OF COSTS
LANDSCAPE MAINTENANCE****For
SPRING MESA METROPOLITAN DISTRICT**

As per specification prepared by Spring Mesa Metropolitan District, Metco Landscape Inc. (“Contractor”) proposed to perform Grounds Maintenance Operations from **January 1, 2021 through December 31, 2021.**

Contractor will provide one (1) on-site Irrigation Maintenance Technician on the Spring Mesa Project to monitor and check the irrigation system weekly (May 1st – October 15, or until system has been winterized then one week hence).

The Technician’s main duty will be to check the operation of each sprinkler zone on a weekly basis, make adjustments, clean nozzles, and make all necessary Minor Repairs.

Total Contract Price \$34, 500.00 (\$2,875.00 per month January 2021 – December 2021)

Hourly Rates*, Additional Work:

| | |
|--------------------------------------|--|
| Foreman with truck, per hour | <u>\$60.00</u> |
| General Labor, per laborer, per hour | <u>\$50.00</u> |
| Laborer with equipment, per hour | <u>\$70.00</u> |
| Irrigation Technician, per hour | <u>\$75.00 + materials</u> |
| Irrigation laborer/helper, per hour | <u>\$55.00</u> |
| Backflow Testing, per site | <u>\$(11) Backflows @ \$150.00 Ea. =\$1,650.00</u> |
| Chemical Application, per hour | <u>\$135.00 + materials</u> |
| Emergency Call (2 hour minimum) | <u>\$125.00 P/H</u> |

*billable time rounded to the nearest ½ hour

*mobilization costs, portal to portal, will be included in the hourly services for each visit

*dump fees, material costs, and equipment fees will be added to invoices as applicable

*Emergency Calls should only be made to prevent damage to person or property (including but not limited to continuously running water). An Emergency Call is defined as a call for service outside of normal business hours, Monday through Friday 8am to 5pm and holidays.

EXHIBIT B
LANDSCAPE MAINTENANCE SPECIFICATIONS
SPRING MESA METROPOLITAN DISTRICT

Scope

Landscape maintenance as herein outlined for the Spring Mesa Metropolitan District, Jefferson County, for the period **January 1, 2021 to December 31, 2021**.

General

Contractor shall furnish all supervision, labor, materials, tools, and equipment to perform landscape maintenance in accordance with terms and conditions as herein specified.

Contractor shall supply the proper documentation for adequate public liability and property damage insurance, workmen's compensation and licensing requirements as may be set forth by the State of Colorado and the Environmental Protection Agency.

Maintenance contractor shall be responsible for damage caused by his work force while meeting the requirements of these specifications. Labor and materials for the repair or replacement of said damages shall be provided and borne by the Contractor.

The Contractor reserves the right to a hearing with the District regarding any questions concerning the responsibility for damage and interpretation of these specifications.

Grass Care

Grass care shall consist of a complete program of mowing, irrigation, fertilization, and herbicide application to maintain healthy turf at all times.

Sodded Areas: Turf areas shall be mowed every four to seven days to maintain a turf height of approximately 2 ¾ - 3 inches during the growing season. All clippings shall be removed from walks and drives. As described in attached **MAP EXHIBIT B1: SOD & NATIVE AREA MOWING**

Native Grass Areas: Native turf shall be mowed four times per season, approximately May 15th, June 15th, August 15th, and September 30th. As described in attached **MAP EXHIBIT B1: SOD AND NATIVE AREA MOWING**

Trimming: All grass areas not cut by mowers shall be trimmed to provide a well-groomed appearance.

Edging: Edging shall be performed along both side of walkways at least monthly. Should more frequent edging be required to maintain a well-groomed appearance, such edging shall be performed.

Fertilization: Sodded grass shall be fertilized 3 times per season with a well-balanced fertilizer. Non-Phosphorous fertilizer shall be used where irrigation is by treated effluent. The first application shall consist of ½ pound of nitrogen per 1,000 square feet with at least 40% of nitrogen being slow release. This application shall contain a pre-emergent herbicide to control annual grassy weeds. Each subsequent application shall be one pound of nitrogen per 1,000 square feet with at least 40% slow release nitrogen and at least 1% iron. All fertilizer shall be blown from sidewalks to minimize staining.

Aeration: The contractor shall aerate two (2) times a year to improve water penetration, before the first fertilization. Contractor shall use only a closed coring tine. Prior to aeration the Contractor shall flag all sprinkler heads and valve boxes to prevent damage. Plugs shall be left on turf to assist in breaking down thatch. Additionally, Contractor shall aerate selective areas near the end of the growing season. Selective areas shall include south facing slopes, heavy use areas and areas of unusually tight soil.

Weed Control: The Contractor shall spray the turf area with a broad-spectrum broadleaf herbicide at least two times per season **with follow-up spot application as required**. Prior to application the Contractor shall verify the herbicide complies with all state and federal regulations. Application of herbicide shall be completed before May 30, second application to occur in July.

Native areas and natural areas shall receive broad-spectrum broadleaf herbicide at an additional cost on request of the Owner.

Unusual Conditions: Whenever the Contractor observes any condition, which he believes, may be detrimental to healthy turf growth; such conditions shall be immediately brought to the District's attention along with a recommendation of corrective action.

Tree and Shrub Care

Tree and shrub care shall be such that healthy growing conditions are maintained and shall include pruning and wound repair, fertilization, insect control, disease control and other maintenance measures, as necessary.

Pruning Trees: The primary pruning of trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time as required. Trees shall be pruned to promote the following:

- Development of scaffold branches that are smaller in diameter than the trunk or branch to which they are attached.
- Branches, which have vertical spacing from 18" – 48" and radial orientation so as not to overlay one another.
- Eliminate diseased or damaged growth.
- Reduce topping or wind damage by thinning out crowns.
- Maintain growth within space limitations.
- Maintain a natural appearance and balance crown with roots.

Pruning of Shrubs: The objective of shrub pruning is the same as for trees; promote healthy plants and a pleasing appearance. Shrubs shall not be shaped into a box or ball-like appearance.

Insect Control: Appropriate chemicals applied to all trees as recommended by subcontractor, HSI (Martha LeCaptain) in the spring prior to spring flight to protect evergreens. Spraying to again occur during the summer and once in the fall of all trees (evergreen and deciduous) and shrubs with timing determined by HSI. The cost of this service will be proposed separate from the based contract.

Dead Plant Materials: All dead plant materials shall be removed and properly disposed off-site within one week of determination of death. Contractor shall immediately provide a quote to replace such plants.

Ground Cover and Flower Beds

The appearance and health of ground cover shall be maintained by adhering to the following practices:

Weed Control: Weeds shall be controlled by use of a pre-emergent herbicide or selective systemic herbicide. The manufacturer and formulation of herbicides will be in compliance with all County, State and Federal guidelines. Weeds shall be hoed as little as possible to minimize damage to plant root systems.

Sprinkler System Operation and Maintenance

Every week the contractor shall operate the irrigation system to verify that all control valves and heads are functioning properly and that there are no leaks or other conditions, which may require repair. All controller enclosures shall be opened and visually inspected. Damage to heads caused by mowing operations shall be repaired at Contractor's expense.

Operation and Maintenance of the irrigation system shall include the following:

Sprinkler Heads: Plugged sprinkler heads shall be cleaned and pattern adjustments made, as necessary.

Sprinkler Clock Timing: Contractor shall make required adjustments in the computer program to optimize the application of water for each individual zone. Further adjustments throughout the watering season shall be performed as needed to adjust for precipitation and fluctuations in the evapotranspiration rate. The irrigation system shall be set to operate between 12 midnight and be completed prior to 6am.

Drip Irrigation System: Walk through all planting beds watered with drip irrigation and check for visible signs of plant stress. If stressed plant material is located, inspect for proper system operation and repair, as necessary.

Winterization of Sprinkler Systems: When deemed appropriate by the Contractor the sprinkler system shall be completely winterized. Winterization shall include voiding all lines of water using compressed air or other methods approved by District. The Contractor shall also perform other tasks as necessary to winterize controllers, timing computer and all other system components.

System Repairs: The Contractor shall be responsible for repairs of all sprinkler system damage, which are the result of his operations. Minor irrigation system repairs shall be performed as part of the basic services and owner shall be billed for on a time and materials basis. Major irrigation system repairs, which are not the responsibility of the Contractor, shall be approved by the District and billed on a time and materials basis. Such work may include clearing of plugged lines, relocation of the system, system additions, locating valves and clock or electrical work. Prior to the initiation of such work, written approval must be obtained from the District.

Activation of Irrigation System: Each Spring on a date to be determined by the Contractor to be after the last hard freeze, the irrigation system shall be activated. Any system damages which have resulted from improper shutdown the previous fall shall be repaired at the expense of the Contractor. System damages caused by other than system shutdown will be brought to the attention of the District and approved before initiating work.

Contractor shall at all times endeavor to operate the irrigation system in a manner to conserve the water resources of the Owner.

DRAINAGE/RETENTION PONDS/BASINS AND DECORATIVE PONDS OPERATION AND MAINTENANCE

CONTRACTOR will be responsible for maintenance and overall operation of the drainage/retention and decorative ponds (See **MAP EXHIBIT B3: DETENTION & DECORATIVE POND MAINTENANCE**). Maintenance of decorative ponds will include at a minimum: Spring, after the chance of freeze has past, i.e., on or about May 1st, pump water from and clean pond bed of debris (e.g., dirt, natural materials and windblown trash), as needed rearrange rocks in pond bed and around sides, fill pond, AND test pumps. (Obtain approval in writing from MANAGING AGENT OR OWNER REPRESENTATIVE prior to any repairs and or replacements that would result in additional expense). Maintain ponds throughout summer season. Skimmers and filters will be cleaned at least monthly and the pumps checked to ensure there are no clogs and blockage. CONTRACTOR will skim the surface and bottom of the pond for debris whether floating or submerged and removal thereof as needed. Clean excess algae from waterfalls and remove any cat tails or other native matter which may have initiated growth in or adjacent to the pond. Winterizing will entail at a minimum: remove all debris from pond bed. Winterizing should take place no later than October 15th. Throughout winter, at least monthly, remove any debris in pond beds in a manner that does not cause any damage to liner.

Maintenance of Drainage/Retention Ponds (Tract M-Q; Tract M-L; Tract M-O; Tract M-P): Monthly (**April – October**) all windblown and or manmade materials are to be removed from drainage/retention pond. (1) Tract M-P: The concrete trench in Tract M-P will be kept clear and clean of all dirt and plant matter that has grown in the trench. The cat tails should be cut from the bank of the concrete trench to a depth of at least three (3) feet and a height of approximately 6 inches and removed from the retention pond area. They may be spread out in an orderly manner along the banks of the pond, but no closer than 10 feet from the concrete trench; (2) Tract M-O, the retention pond rip rap base is to be kept clear of any natural plant matter such as cat tails. The cat tails should be cut to a height no more than 6 inches and removed from the base of the retention pond. The natural plant matter debris can be spread out in an orderly manner along the banks of the pond, but no closer than 10 feet from the rip rap area; (3) Tract M-L, the retention pond area with rip rap will have the cat tails cut and spread in an organized manner along the bank; the concrete area will have all dirt and natural plant matter removed and the removed material maybe piled in an orderly manner on the bank of the retention pond area. (4) Tract M-Q) remove all man made and or natural plant material that is obstructing the potential flow of water in area.

Facilities Maintenance

The following work shall be performed on the District’s facilities during the period from **January 1, 2021 through December 31, 2021.**

Natural Areas

Non-irrigated natural areas shall be mowed on request of the Owner and as displayed in **MAP PROVIDED BY A DISTRICT REPRESANTIVE (Frequency of mows consist of five times for high visible native areas and three times for native located behind houses as noted on the map).**

FIRE MOW. N/A

Winter Services

During the winter months the Contractor shall provide the following service:

Winter Watering: Should there be extended periods of drought which may lead to plant or tree stress; such plants and trees shall be watered as determined by the Contractor with prior written approval of the Owner, the services are to be provided by HSI (Martha LeCaptain) and/or Metco Landscape LLC timing coordinated with the Owner.

Winter Watering Turf: Turf shall be watered so far into the fall as weather will permit. Should there be extended dry periods during the winter, with prior approval of the Owner, the turf shall be watered either by pressurizing the sprinkler system and then re-winterizing or irrigating turf area using hoses attached to fire hydrants at additional fee, billed separately.

Snow Removal on Designated Sidewalks: Contractor will have available appropriate equipment to remove snow from designated sidewalks **on an as needed basis as determined by the District and or its management company.** Charges for snow removal are not part of the contractual base but are billed separately. See **MAP EXHIBIT B4: SNOW PLOWING**

Snow Removal Hourly Rates

- \$120.00 per hour for plowing
- \$75.00 per hour for snow blowing sidewalks
- \$90.00 per hour for ATV/Rider with plow ~~or blower~~
- \$165.00 per hour for skid steer (bucket, ~~pusher, blower~~)
- \$0.85 per pound for snow-melt materials, plus \$60.00 per hour application
- \$60.00 per hour for hand work if necessary

Trash Pickup

The Contractor shall pickup and remove trash from the garbage cans located on site per the following:

- **Summer (May through October):** Each week before mowing the Contractor shall pickup the garbage in the garbage cans and replace a new trash bag in can. Trash will be removed from the site by the Contractor.
- **Winter (November through April):** During the winter months the Contractor shall pick-up trash from all garbage areas bi-monthly and replace a new trash bag in can. Trash will be removed from the site by Contractor.

Inspection for Damage

At all times, the Contractor shall be alert for damages to plant stock, trees, turf, and ground cover regardless of cause; including, but not limited to, fertilization, fungus, disease, irrigation, improper maintenance or storm damage. When such is identified, the Contractor shall immediately notify the District of the condition and recommend corrective action.

Other Tasks

From time to time the District may desire to have work performed, which is not within the capability of the Irrigation Technician. Prior to performing such work, the Contractor and the District will agree on the work to be performed and the cost for such work. The District will issue a work authorization for all work not otherwise detailed by these specifications.

SUB-CONTRACTORS

The CONTRACTOR will list herein any subcontractors, which may be used during the course of this contract.

NAME

SERVICE PROVIDED

TruGreen
H.S.I

Turf Fertilization and Broadleaf Weed Spray
Tree and Shrub Fertilization

If subcontractors are used, the CONTRACTOR will be solely responsible for their actions and will indemnify the OWNER against any liens or claims, whatsoever which may arise from the use of a subcontractor. The CONTRACTOR will submit verification of Worker's Compensation and General Liability insurance, per paragraph 4, for all subcontractors prior to their commencing work. If no subcontractors are anticipated at the time of bidding but are determined to be used during the course of this agreement, complete information, per this paragraph, will be submitted in writing to the OWNER. The use of a subcontractor without disclosure may be cause for immediate termination.

Reports

During the Contract period the Contractor shall submit to the District by the 10th of the month a monthly report detailing the following:

- Work performed during the previous month.
- Detail of problems encountered and corrective action already taken of proposed.
- Work to be performed during the following month.
- Maintain inspection report discussing the following:
 - Turf
 - Trees
 - Shrubs
 - Water Management

- Safety Conditions
- Appearance
- Follow-up Next Month
- Irrigation Program

Contractor Water

In the performance of this Contract, all water required to mix with sprays, etc. shall be at no cost to the Contractor. The District will designate the location(s) at which the Contractor may obtain water.

Certificate Of Completion

| | |
|--|-----------------------------------|
| Envelope Id: A0C4B9C965C7477D9CBE5DCF113BEAC7 | Status: Completed |
| Subject: Please DocuSign: SMMD 2021 Metco Landscaping Consultant Agreement | |
| Client Name: Spring Mesa Metro District | |
| Client Number: 011-044188 | |
| Source Envelope: | |
| Document Pages: 14 | Signatures: 2 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Natalie Herschberg |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 220 South 6th Street |
| | Suite 300 |
| | Minneapolis, MN 55402 |
| | Natalie.Herschberg@claconnect.com |
| | IP Address: 73.153.120.72 |


Record Tracking

| | | |
|--|---|--------------------|
| Status: Original 1/4/2021 11:02:23 AM | Holder: Natalie Herschberg Natalie.Herschberg@claconnect.com | Location: DocuSign |
|--|---|--------------------|

Signer Events

Mark Entman
mark.entman@gmail.com
President
Security Level: Email, Account Authentication (None)

Signature

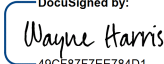
DocuSigned by:

3EF517FAB6BB441...
Signature Adoption: Pre-selected Style
Using IP Address: 73.27.128.73
Signed using mobile

Timestamp

Sent: 1/4/2021 11:06:46 AM
Viewed: 1/4/2021 7:38:36 PM
Signed: 1/4/2021 7:39:10 PM

Electronic Record and Signature Disclosure:
Accepted: 1/4/2021 7:38:36 PM
ID: eae73739-aca2-4ab1-bef5-de86eb58228a

Wayne Harris
wwharris@q.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

49CF87F7EE784D1...
Signature Adoption: Pre-selected Style
Using IP Address: 174.29.17.160

Sent: 1/4/2021 7:39:11 PM
Viewed: 1/6/2021 9:44:40 AM
Signed: 1/6/2021 9:45:13 AM

Electronic Record and Signature Disclosure:
Accepted: 1/6/2021 9:44:40 AM
ID: 3d5dad31-58dd-4e70-bf4c-efef7f10803a

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|-----------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |

| Envelope Summary Events | Status | Timestamps |
|--------------------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 1/4/2021 11:06:46 AM |
| Certified Delivered | Security Checked | 1/6/2021 9:44:40 AM |
| Signing Complete | Security Checked | 1/6/2021 9:45:13 AM |
| Completed | Security Checked | 1/6/2021 9:45:13 AM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

| Electronic Record and Signature Disclosure |
|---|
|---|

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.