

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (“Agreement”) is made and entered into effective this 11th day of November, 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: Ed O’Brien

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 Section 24-91-103.6(2), C.R.S., the DISTRICT has appropriated sufficient funds to pay the amounts due under the Agreement. There shall be no change orders or other form of order or directive by the DISTRICT requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for this Agreement unless CONTRACTOR is given

written assurance by the DISTRICT that lawful appropriations necessary to cover the additional work have been made.

STATUTORY WORKERS WITHOUT AUTHORIZATION PROVISIONS:

CONSULTANT shall comply with any and all federal, state and local laws, rules and regulations regarding the hiring of employees and retention of subcontractors, including without limitation Section 8-17.5-101, *et seq.*, C.R.S. CONSULTANT shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or contract with a subcontractor who (a) knowingly employs or contracts with a worker without authorization to perform work under this Agreement, or (b) fails to certify to CONSULTANT that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

CONSULTANT hereby certifies that it does not knowingly employ or contract with a worker without authorization. CONSULTANT shall participate in either the E-Verify Employment Verification Program administered by the United States Department of Homeland Security (“E-Verify Program”) or the State’s Department Program established pursuant to C.R.S. § 8-17.5-102(5)(c) to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. CONSULTANT shall not utilize the E-Verify Program or the Department Program procedures to independently undertake pre-employment screening of job applicants.

CONSULTANT shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with a worker without authorization to perform work under the Agreement. If CONSULTANT obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, CONSULTANT shall be required to: (a) notify the subcontractor and the DISTRICT within three (3) days that CONSULTANT has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving notice from CONSULTANT the subcontractor does not stop employing or contracting with the worker without authorization; except that CONSULTANT shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization. CONSULTANT shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation by the Department pursuant to Section 8-17.5-102(5), C.R.S.

In addition to any other legal or equitable remedy the DISTRICT may be entitled to for a breach of this Agreement, if the DISTRICT terminates this Agreement, in whole or in part, due to CONSULTANT’s breach of any of this Section, CONSULTANT shall be liable for actual and consequential damages of the DISTRICT resulting from such termination, and the DISTRICT shall report such violation by CONSULTANT to the Colorado Secretary of State 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:

3EF517FAB8BB441...

President

ATTEST

DocuSigned by:

49CF87F7EE784D1...

Secretary

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


DocuSigned by:

By: Marco Rosen
Name: Marco Rosen
Its: Branch Manager

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, 2022 through December 31, 2022.**

Total Contract Price \$35,352.00 (\$2,946.00 per month January 2022 – December 2022)

Hourly Rates*, Additional Work:

Foreman with truck, per hour	<u>\$65.00</u>
General Labor, per laborer, per hour	<u>\$55.00</u>
Laborer with equipment, per hour	<u>\$75.00</u>
Irrigation Technician, per hour	<u>\$85.00 + materials</u>
Irrigation laborer/helper, per hour	<u>\$60.00</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, 2022 to December 31, 2022**.

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 ³/₄ - 3 inches during the growing season. All clippings shall be removed from walks and drives. As described in attached **MAP EXHIBIT B1: SOD**

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:

Pruning shall be performed consistent with reasonable industry standards to provide a well-groomed appearance.

The Contractor shall perform esthetic pruning of all deciduous and evergreen shrubs within the Premises. Flowering shrubs will be pruned once in fall after blooming. Evergreen and non-flowering shrubs will be pruned **two (2) times** during the growing season. Pruning will be scheduled and performed pursuant to environmental conditions as the Contractor deems necessary in order to provide a well-groomed appearance. The Contractor will provide recommendations to the Client if environmental conditions warrant additional pruning cycles. Additional pruning cycles will be performed upon approval from the Client at the hourly rates as outlined in Exhibit "A" attached hereto.

Nuisance growth, including suckers, from shrubs and trees will be pruned as needed during the growing season to maintain reasonable access on walkways and parking areas.

Trees will be pruned as needed to maintain sidewalk and roadway clearance up to a height of 10'.

Debris resulting from pruning operations shall be collected and removed by Contractor at the time of pruning.

Structural, renewal, deadwood, or corrective pruning, is not included in this Agreement. These services are available at the hourly rates as outlined in Exhibit "A" attached hereto.

Chemical insect control by spraying, injection, or granular applications are not included in this Agreement. Fertilization by spraying, injection or granular applications are not included in this Agreement. These services are available at the hourly rates as outlined in Exhibit "A" attached hereto.

Dead trees and shrubs will be removed after notification from the Customer and will be billed at the hourly rates as outlined in Exhibit "A" attached hereto.

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.

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.

Irrigation Management and Operation:

Contractor shall activate the irrigation system in the spring, in accordance with any governmental restrictions and regulations when the environmental conditions allow or when agreed upon by the Client and Contractor.

Contractor shall inspect the irrigation system to ensure proper operation. Pattern adjustments and controller programming will be performed as the Contractor deems necessary. Watering schedules shall be set in accordance with governmental restrictions and regulations, irrigation system capabilities, and reasonable industry standards.

Irrigation system repairs are not included as a part of this Agreement. This includes raising or lowering heads, clearing of plugged lines, and replacement of broken or missing heads due to circumstances other than those related to the services of the Contractor in this Agreement. Other services that are not included: backflow certification, design, irrigation system evaluation, valve location, electrical work, and anything that requires digging or excavation.

Irrigation system repairs shall be performed as needed at the hourly rates outlined in Exhibit "A" attached hereto, plus materials and additional equipment costs, if required. **Client agrees the Contractor shall immediately perform irrigation repairs that do not exceed \$500.00 per occurrence unless otherwise specified by Client.**

Client alternative specified irrigation repair amount: _____

In the event that an irrigation system repair is estimated to exceed the agreed upon amount, the Contractor will contact the Client for approval.

In the event of an After-Hours irrigation emergency, call (720) 610-8438. Emergency irrigation issues will be addressed within 4 hours of reported damage and billed at the emergency hourly rates as outlined in Exhibit "A" attached hereto.

Non-Emergency irrigation will be repaired within three (3) business days of reported damage.

All repairs to the irrigation system will be billed to the Client and not to any third parties. The Client is responsible for collecting on third party claims.

Contractor shall winterize the irrigation system in the fall, in accordance with any governmental restrictions and regulations, prior to November 1st or when agreed upon by the Client and Contractor.

Wrapping the above ground backflow prevention devices prior to winterization is not included in the Agreement. The Contractor will wrap above ground backflow prevention devices upon Client approval at \$75.00 per device.

Initial here for approval: _____

Testing backflow prevention devices is not included in the Agreement. The Contractor will test backflow prevention devices upon Client approval at \$150.00 per device.

Initial here for approval: _____

Municipal/City fees are not included as a part of this service and will be billed to the Client. Repairs are not included as a part of this service and shall be performed at the hourly rates as outlined in Exhibit "A" attached hereto.

Winter Season Services

Weekly policing or observations of landscaped areas November through March are not included in this Agreement.

Monthly site inspections of the Premises December through March are not included in this Agreement.

Miscellaneous Services:

Flower design, installation and maintenance are not included as a part of this Agreement. This service is available through a separate Color Management Agreement upon request of the Client.

Work performed in accordance with this Agreement shall be done at the hourly rates as outlined in Exhibit "A" attached hereto. If requested by the Client, the Contractor will provide a proposal for additional services not included in this Agreement.

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.

Facilities Maintenance:

The following work shall be performed on the District's facilities during the period from **January 1, 2022 through December 31, 2022.**

Natural Areas

Non-irrigated natural areas shall be mowed on request of the Owner and as displayed in **MAP PROVIDED BY A DISTRICT REPRESENTATIVE (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. 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.

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.

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
<u>TruGreen</u> <u>H.S.I</u>	<u>Turf Fertilization and Broadleaf Weed Spray</u> <u>Tree and Shrub Fertilization</u>

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 will arrange a property walk with the Metro District to review the landscaped areas & or items that have been corrected from previous review walks.

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.