

## AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES

This Agreement for Landscape Maintenance Services ("**Agreement**"), effective the 1st day of January, 2026 ("**Effective Date**") is entered into by and between Roxborough Village Metropolitan District, a political subdivision of the State of Colorado ("**District**"), and Environmental Designs, Inc., a Colorado corporation ("**EDI**"). The District and EDI are referred to collectively as the "**Parties**" or individually as a "**Party**".

### ARTICLE I SERVICES AND COMPENSATION

#### Section 1.1 Services and Compensation:

(a) Services: The District retains EDI to perform, and EDI agrees to perform, maintenance, care and repair of certain landscaped areas described in the Scope of Services attached as Attachment 1, including Exhibit A (District Boundary Map), Exhibit B (Scope of Services – Base Landscape Services, Compensation, and Additional Services), and Exhibit C (Landscape Maintenance Map), which are incorporated in full by reference and made a part of this Agreement (collectively, the "**Services**"). The additional services set forth in Exhibit B, and such additional services that are beyond those set out in Attachment 1 (collectively, "**Additional Services**"), if requested, shall be provided only when authorized in writing by the District. Oral discussions between any Board member or the District Manager and an EDI employee shall not constitute authorization to perform Additional Services unless the oral discussion is subsequently set forth in a written document signed by the Parties. To the extent any provision of this Agreement and Attachment 1 conflict, directly or indirectly, the provisions of this Agreement shall prevail.

(b) Attendance at Board Meetings and Reports to District Manager: EDI shall attend the regular meetings of the District's Board of Directors ("**Board**"). EDI shall submit a summary report of all activities for the prior month and anticipated activities for the coming month to the District Manager in a format determined by the Board. The summary report, and any proposed agenda items that EDI deems appropriate or necessary for inclusion for an upcoming Board meeting, shall be submitted to the District Manager no later than one week preceding the meeting.

(c) Quality Assurance: EDI shall provide a schedule of all maintenance related activities planned during the Services period, with notations of season requirements. EDI shall submit with the maintenance schedule all product data for materials, such as fertilizers, pesticides, etc. In order to expedite minor but necessary work and repairs that are not a part of the base contract, EDI may be authorized to spend up to \$3,000 per incident without prior authorization, unless otherwise directed in writing. All larger repairs or maintenance items shall be brought to the attention of the District Manager for review and may require Board approval.

(d) Commencement Date: EDI shall commence performance of the Services on the Effective Date and will thereafter continually and diligently perform the Services and the Additional Services requested by the District until this Agreement is terminated or expires, whichever occurs first.

(e) Communication: EDI will notify the District prior to performing each Service listed in Exhibit B with a scheduled date the Service will be performed, along with any pertinent information related to such Service. A checklist of the Services listed in Exhibit B shall be provided in EDI's monthly report showing what Services have been completed and what Services have yet to be rendered.

**Section 1.2 Compensation:** In consideration of EDI's satisfactory performance and completion of the Services, the District shall pay EDI base compensation of \$326,742.00, which is itemized and described in Exhibit B to Attachment 1, which is incorporated by reference and made a part of this Agreement. If there is a direct or indirect conflict between the itemization of services and/or times in question in Attachment 1 conflict, directly or indirectly, with any provision in this Agreement, this Agreement shall control.

**Section 1.3 Payment:**

(a) Request for Payment: EDI shall submit to the District Manager, by the second Tuesday of the month following the month in which the services were performed, a pay request form that, at a minimum, contains the following information ("***Request for Payment***"):

- (i) Compensation requested, which shall be itemized and supported by the information set forth in (ii) below.
- (ii) Services performed during the previous month, including but not limited to:
  - A. Locations;
  - B. Time and rate per hour of each employee or subcontractor (if applicable);
  - C. Quantities of materials used in the work performed (if applicable);
  - D. Reason for work performance;
  - E. Detail of problems encountered and corrective action taken or proposed to be taken;
  - F. Work Orders recommended to be performed in the future and the reason the work is recommended; and,
  - G. Services performed during the previous month pursuant to an approved Work Order with supporting documentation.
- (iii) Maintenance inspection report discussing (but not limited to) the following:
  - A. Safety conditions;
  - B. Appearance; and,
  - C. Follow up items for the preceding month.

Any failure to timely provide the foregoing Request for Payment, with all of the required information, may delay payment up to the next monthly Board meeting and may constitute a breach of this Agreement.

(b) Payment Procedure: Each month EDI shall submit a Request for Payment on or after the first day of the month, but no later than the second Tuesday of the month, for work performed during the preceding month ("***Submission Period***"). The District will not accept a Request for

Payment that is submitted outside the Submission Period; nor will the District accept a Request for Payment that seeks payment for work that has not yet been performed. If a Request for Payment is submitted within the Submission Period for work performed during the prior month, the District will pay EDI for work satisfactorily completed within thirty (30) days of receiving the Request for Payment. A Request for Payment that is submitted within the Submission Period may include work that has been completed and was part of a Request for Payment previously rejected by the District. Late fees, penalties, and interest will not be charged against any disputed amount the District does not pay by the date owed. EDI has the right to stop work, and shall notify the District of such action, if the District does not pay an undisputed Request for Payment, or an undisputed portion thereof, in full within thirty (30) days of the District receiving the Request for Payment. If EDI stops work, it shall have no obligation to maintain, care for, or provide any Services to the landscape maintenance areas.

(c) Chatfield Farms: All Requests for Payment shall separately identify the cost of any Services performed within the Chatfield Farms areas shown in Exhibit A to Attachment 1. Failure to provide separate costs for Chatfield Farms will constitute a deficient Request for Payment described under the above Payment Procedure section and will delay payments and may constitute a breach of this Agreement.

(d) Additional Services: If EDI is directed to perform any Additional Services, EDI shall submit Requests for Payment for all Additional Services to the District Manager within thirty (30) days of performing the work.

(e) Tax Exempt Status: The District is exempt from Colorado state and local sales and use taxes. EDI's Requests for Payment shall not include any sums for such taxes.

(f) Penalty for Failure to Complete Tasks/Projects or Provide Required Information by Deadlines Established in this Agreement: If EDI fails to complete a task/project or provide required information by the deadline(s) established in this Agreement, the District shall have the right to deduct \$100.00 from any amounts owed to EDI. Each failure to complete a task/project or provide required information is a separate infraction that will result in a \$100.00 deduction. The District may, in its discretion, waive an infraction if EDI provides documents and/or other information substantiating that there were extenuating circumstances that would justify such a waiver.

**Section 1.4 Set-Off**: In addition to any other rights the District has under this Agreement or in law or equity for indemnity or other reimbursement, recoupment, or payment by EDI, EDI agrees that the District is entitled to set-off any amounts it may owe EDI under this Agreement against such claims for indemnity or other reimbursement, recoupment, or payment.

**Section 1.5 Non-Appropriation**: The District's direct and indirect financial obligations under this Agreement are subject to annual appropriation by the Board. If the Board does not appropriate funds beyond the current calendar year, this Agreement shall automatically terminate with no further obligation and no liability whatsoever to EDI.

## ARTICLE II

## TERM AND TERMINATION

**Section 2.1 Term:** The term of this Agreement shall begin on the Effective Date and shall continue through December 31, 2026 (“***Term***”). This Agreement may be terminated in accordance with Section 2.2, below, or as elsewhere provided in this Agreement.

### **Section 2.2 Termination:**

(a) Termination by EDI: EDI may terminate this Agreement if: (i) the District fails to pay any undisputed amount owed within the 30 days payment period provided in Section 1.3(b) above, and EDI’s has provided the District with an additional fifteen (15) days written notice that the undisputed amount has not been paid and the District fails to pay the undisputed amount owed with fifteen (15) days of receiving such notice; or, (ii) upon thirty (30) business days prior written notice to the District for any other reason.

(b) Termination by the District: The District may terminate this Agreement: (i) upon fifteen (15) business days written notice to EDI that it has breached this Agreement, if EDI fails to cure, or take substantial steps to cure, such breach within the fifteen (15) day period; or, (ii) upon thirty (30) business days prior written notice to EDI for any other reason.

(c) Effect of Termination: In the event of termination, the District will pay EDI for Services satisfactorily performed to the date of termination, subject to the District's right of set-off pursuant to Section 1.4 above and the District’s right of non-appropriation pursuant to Section 1.5 above.

## ARTICLE III GENERAL SERVICES PROVISIONS

**Section 3.1 Professional Standards:** EDI will perform the Services and any authorized Additional Services in accordance with the generally accepted standards of care, skill, diligence, and professional competence applicable to contractors engaged in providing similar services at the time and place that EDI’s Services or Additional Services are rendered. Except as otherwise expressly stated herein, EDI shall, at its cost, be solely responsible for repairing any damage caused by EDI or one or more of the EDI Parties (defined below).

**Section 3.2 Compliance with Applicable Law:** EDI will, at its own expense, comply with all federal, state, and local laws, statutes, ordinances, rules, codes, regulations, requirements, guidelines, court rulings and orders of all governmental authorities applicable to this Agreement and the Services or authorized Additional Services performed by EDI, including but not limited to, employee safety (collectively “***Applicable Law***”).

**Section 3.3 Personnel:** EDI represents that all of its employees and the EDI Parties (defined below) have received the information, instructions, and training required to provide the Services and any authorized Additional Services, including training to prevent harm to such personnel, residents, and members of the public who may be in the vicinity.

**Section 3.4 Licenses:** EDI and all of its employees and the EDI Parties (defined below) performing work that requires licensing shall be licensed to the extent required by all Applicable Law and will, at EDI's cost, maintain such licensing throughout the period this Agreement is in effect. Such licenses shall include any requirements set forth by the State of Colorado and the Environmental Protection Agency.

**Section 3.5 Mechanics' and Materialmen's Liens; Verified Statement of Claim:** EDI shall make timely payments to EDI's employees, the EDI Parties (defined below), vendors, and/or suppliers. As a political subdivision of the State, the District's property is not subject to liens; however, property the District manages may be subject to certain liens, and EDI shall be responsible for the prompt satisfaction of any liens and encumbrances that are filed or asserted against the District and/or such property that arise from or are the result of the Services or authorized Additional Services EDI performs. In addition, EDI shall promptly resolve any verified statement of claim filed with the District by a subcontractor, vendor, or supplier claiming EDI has failed to pay amounts due for services, labor, equipment, products, or materials provided to EDI in the performance of its Services or authorized Additional Services.

**Section 3.6 Hours of Operation – Power Equipment:** EDI shall not use power equipment within one hundred (100) yards of any residence prior to 7:00 a.m. during the week (Monday through Friday) or prior to 8:00 a.m. on weekends (Saturday and Sunday) or on State observed holidays.

**Section 3.7 Operation of Motorized Vehicles or Equipment:** The operation of vehicles and equipment on or through parks and open space owned or maintained by the District is restricted to vehicles or equipment that is required for EDI to perform Services or authorized Additional Services for the District. Other than mowing equipment, vehicles shall use paved surfaces as much as practicable. Except for emergencies, vehicles and equipment shall not be on unpaved surfaces when the ground is soggy. If EDI requires vehicles to drive off paved surfaces, EDI must receive special permission in writing from the District. EDI's vehicles and motorized equipment shall at all times yield to pedestrians and cyclists in parks and open space.

**Section 3.8 Mowing Equipment:** To prevent the spread of diseases, pests, and weeds, all mowing equipment shall be cleaned, including the underside of the mowing deck, prior to use within the District.

**Section 3.9 EDI Water:** All water required for application of fertilizers, weed control products, and any other products requiring water for application to the property shall be provided at no cost to EDI. The District Manager will designate the location(s) at which EDI may obtain water.

**Section 3.10. Compliance with 5 CCR 1001-33 - Emission Reduction Requirements for Lawn and Garden Equipment:** EDI shall comply with the Air Quality Control Commission's Rule 29, which is codified at 5 CCR 1001-33, the relevant portions of which are attached as **Attachment 2** ("**Rule 29**"), which prohibits the use of gasoline-powered push and hand-held lawn and garden equipment with an internal combustion engine smaller than 7 kW (10 horsepower) between June 1 and August 31 of each year. EDI is required to fully understand and strictly comply with Rule 29's requirements, including but not limited to: (a) ensuring its personnel do not use prohibited lawn and garden equipment between June 1 and August 31 of each year; (b) maintaining the

required records for a minimum of 5 years; and, (c) preparing and timely submitting to the Board the required annual report.

## **ARTICLE IV INDEMNIFICATION AND CONFIDENTIALITY**

**Section 4.1 Indemnification:** EDI shall indemnify and defend the District and its directors, officers, and agents (collectively, the “*District Parties*”) against all claims, damages, and liability arising out of any intentional, reckless, grossly negligent, or negligent act or omission by EDI or its employees, subcontractors, agents, or any other individual or entity that provides labor, equipment, supplies, materials, products, or other services on behalf of EDI (collectively, the “*EDI Parties*”) that arise from or in any manner relate to EDI’s or the EDI Parties’ performance of the Services, or authorized Additional Services or from the violation of, or failure of EDI or any of the EDI Parties to comply with, any Applicable Law, specifically including Rule 29. The District shall have the right to select legal counsel to represent it, notwithstanding EDI’s obligation to pay the reasonable attorneys’ fees, costs, and expenses of the District’s legal counsel.

**Section 4.2 Communications and Confidentiality:** EDI will hold the information supplied by the District in confidence and will not disclose it to any other person or entity, unless (a) the District authorizes EDI to do so; (b) it is published or released by the District; (c) it becomes publicly known or available other than through disclosure by EDI; or, (d) disclosure is required by Applicable Law. This confidentiality provision does not prohibit EDI from disclosing District information to one or more of the EDI Parties if necessary to provide the Services or authorized Additional Services. EDI shall ensure that all of the EDI Parties are subject to the same restrictions on the use and disclosure of District information as apply to EDI.

## **ARTICLE V EDI’S INSURANCE**

**Section 5.1 Coverages:** EDI will, at its sole cost and expense, maintain in effect at all times during the Term, the following insurance coverages with limits of not less than those set forth below. EDI further agrees to maintain and supply documentation of any additional public liability or property damage insurance that may be required by the State of Colorado during the Term.

(a) Employee Insurance:

<b>Coverage</b>	<b>Minimum Amounts and Limits</b>
Worker’s Compensation	\$500,000 (or as required by Colorado law)
Employer’s Liability	\$1,000,000 (or as required by Colorado law)

This policy will include a waiver of subrogation in favor of the District Parties.

(b) Liability Insurance:

<b>Coverage</b>	<b>Minimum Amounts and Limits</b>
General Liability	\$1,000,000 combined single limits per occurrence with respect to each location (Occurrence Basis)

This policy will contain an endorsement including the District Parties as “additional insureds.” It also will contain cross-liability and severability of interest endorsements, a waiver of subrogation in favor of the District Parties, and an aggregate per location endorsement.

(c) Vehicle Insurance:

<b>Coverage</b>	<b>Minimum Amounts and Limits</b>
Business Vehicle Liability	\$1,000,000 combined single limits per occurrence (Occurrence Basis) with respect to each location.

This policy will be a standard form written to cover all owned, hired, and non-owned vehicles in the possession of an operated by EDI or one or more of the EDI Parties. This policy will contain an endorsement including the District Parties as “additional insureds.” It also will contain a waiver of subrogation in favor of the District Parties, and an aggregate per location endorsement.

(d) Umbrella Liability Insurance:

<b>Coverage</b>	<b>Minimum Amounts and Limits</b>
Bodily Injury/Property Damage	\$5,000,000 per occurrence (Occurrence Basis) \$5,000,000 aggregate

This policy will be written on an umbrella basis above the liability and vehicle insurance coverages described above. This policy will contain an endorsement including the District Parties as “additional insureds.” It also will contain subrogation in favor of the District Parties.

**Section 5.2 Policies:** All policies will be issued by carriers having ratings of Best’s Insurance Guide A/VIII and/or Standard & Poor Insurance Solvency Review A-, or better, and admitted to engage in the business of insurance in the State of Colorado. All policies must be endorsed to be primary, with the insurance policies of all District Parties being non-contributory. All policies shall contain a provision that states that they cannot be canceled, non-renewed or materially modified without 30 days prior written notice by insurance carrier(s) to the District Manager.

**Section 5.3 Evidence of Coverage:** Evidence of the insurance coverage required to be maintained by EDI under this Article V, represented by certificates of insurance or endorsements, as applicable, issued by the insurance carrier(s), must specify the additional insured status as well as the waivers of subrogation. Such certificates of insurance or endorsements shall state the amounts of all deductibles and self-insured retentions and that the District Manager will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. Upon

request, EDI will provide to the District Manager a certified copy of any or all insurance policies or endorsements required by this Agreement. EDI shall provide the District Manager with copies of the certificates and/or endorsements evidencing that the District has been added as an additional insured under the various insurance policies which EDI is required to carry. EDI expressly agrees to notify the District Manager in writing of any provision in any policy of the insurance required by this Article V conflicts with or in any manner diminishes the insurance requirements set forth in this Article V.

## **ARTICLE VI MISCELLANEOUS**

**Section 6.1 Independent Contractor:** EDI's status shall at all times be that of an independent contractor. Under no circumstances shall EDI or its personnel be considered a District employee. EDI will provide and have complete control over all materials, equipment, and labor EDI deems necessary to perform the Services and authorized Additional Services. Except as necessary to ensure the Services and authorized Additional Services are performed in accordance with the District's requirements and expectations, the District will have no control or supervision over the hours EDI's personnel and any EDI Parties work or the manner in which they perform the Services or authorized Additional Services on behalf of EDI. The District's only concern is with the results of EDI's Services and authorized Additional Services. The District has the right to reject any work that does not meet the District's standards. EDI will not be paid for any costs EDI incurs, or time EDI spends, correcting substandard work.

EDI UNDERSTANDS AND AGREES: (A) EDI AND ITS EMPLOYEES ARE NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE BENEFITS, UNLESS WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY EDI OR SOME ENTITY OTHER THAN THE DISTRICT; AND (B) EDI IS OBLIGATED TO PAY FEDERAL, STATE, AND LOCAL INCOME TAX ON ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. THE DISTRICT WILL NOT MAKE FEDERAL, STATE, AND LOCAL WITHHOLDINGS AND WILL NOT PROVIDE WORKERS' COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE.

EDI certifies that **84-129-2784** is EDI's correct Federal Taxpayer Identification Number. By signing this Agreement, EDI certifies that it assumes full responsibility for the payment of all contributions, payroll taxes, income taxes, withholdings, and backup withholdings or assessments under federal, state, and local law. The District will only provide EDI with, and will file, an IRS Form 1099 in compliance with federal, state, and local law.

**Section 6.2 Notice:** Any notice required or permitted under this Agreement shall be in writing and hand-delivered or sent by certified/registered mail, return receipt requested, to the address below, or at another address a Party has previously furnished in writing to the other Party pursuant to this Section. A notice sent by certified/registered mail is deemed given when received, or three (3) business days after the date sent, if not accepted by the Party to whom it was sent, whichever is earlier.



Roxborough Village Metropolitan District  
Attn: Peggy Ripko, District Manager  
Special District Management Services, Inc.  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898

Environmental Designs, Inc.  
Attn: [craig.watkins@environmentaldesigns.com](mailto:craig.watkins@environmentaldesigns.com)  
12511 East 112<sup>th</sup> Avenue  
Brighton, CO 80640

**Section 6.3 Governmental Immunity:** This Agreement is not intended, and shall not be construed, as a limitation on or waiver of any of the rights, privileges, immunities, benefits, limitations on damages and defenses provided to, or enjoyed by, the District and its current or past directors, officers, employees, volunteers, and agents under federal and state law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

**Section 6.4 Governing Law; Jurisdiction and Venue; Attorneys' Fees:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue for any civil action shall lie exclusively in the District Court for Douglas County. Prior to either Party commencing a civil action, the Parties shall participate in non-binding mediation through the American Arbitration Association in Denver, Colorado or another mediator mutually agreed upon by the Parties. If the Parties are unable to resolve their dispute within sixty (60) days of a Party notifying the other Party in writing of its request for mediation, either Party may commence a civil action. In any civil action arising from or relating to this Agreement, the Services, and/or Additional Services the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including its reasonable attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing on any judgment, order, or award.

**Section 6.5 Additional Provisions:** This Agreement is the entire agreement between the Parties as to the subject matter herein, and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. Course of dealing, no matter how long it may continue, shall not constitute an amendment to this Agreement. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a Party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic pdf, each of which shall be deemed and original and together shall constitute one valid and binding instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT, a political subdivision of the State of Colorado

ENVIRONMENTAL DESIGNS, INC., a Colorado Corporation

By: Ephram Glass  
Ephram Glass, Board President

By: Craig Watkins Branch Manager  
Name Title

Date: 12 / 18 / 2025 \_\_\_\_\_

Date: 12 / 22 / 2025 \_\_\_\_\_

## **ATTACHMENT 1**

### **SCOPE OF SERVICES**

EDI shall provide the landscape services set forth in this Scope of Services within the landscaped areas shown on **Exhibit C** to this Attachment 1. Special landscape services are described in Article III, below. If there is a conflict between the Base Landscape Services (Article II) and the Additional Landscape Services (Article III), the Base Landscape Services shall control. Whenever the word “**Trash**” is used in this Attachment 1 (Scope of Services) it shall mean trash, litter, debris, and animal waste.

## **ARTICLE II**

### **BASE LANDSCAPE SERVICES**

**Section 1 Base Landscape Services:** The frequency and/or number of times per year that EDI is to provide the Base Landscape Services are set forth in **Exhibit B**. A map depicting the areas to provide the Base Landscape Services is shown in **Exhibit C** (“**Landscape Maintenance Map**”).

(a) **Irrigated Turf**: Turf care consists of mowing, irrigation, fertilization, and herbicide application to maintain healthy turf at all times.

(b) **Mowing of Irrigated Turf Areas**: Irrigated turf areas shall be mowed as necessary to maintain a turf height of approximately  $2\frac{3}{4}$  -  $3\frac{3}{4}$  inches during the growing season. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible. Excess clippings shall be removed from sidewalks and drives. Blades on all equipment shall be sharp to prevent tearing of the grass blades. Drought conditions may necessitate less frequent mowing. All clippings shall be collected and disposed of properly and/or blown from sidewalks in irrigated turf areas to maintain a well-groomed appearance. Mowing shall not be performed when the ground is soggy to avoid compaction, rutting, and removal of the grass.

(c) **Trimming**: All irrigated turf areas shall be trimmed after each mowing to provide a well-groomed appearance. This shall include all fence lines and vertical elements.

(d) **Edging**: During the mowing season, edging shall be performed along all sidewalks, walkways, drainage ways, streets, curbs, and planting beds to maintain a well-groomed appearance. Such edging shall be performed at least bi-weekly in irrigated turf areas during the mowing season. Should more frequent edging be required to maintain a well-groomed appearance, EDI shall provide a written proposal for such additional edging to the District Manager. All clippings shall be collected and disposed of properly and/or blown from sidewalks to maintain a well-groomed appearance. To avoid fires, edging shall not be performed when grasses are dry.

(e) **Fertilization**: Irrigated turf areas shall be fertilized with a high quality, well-balanced fertilizer either three (3) times each season or once annually with a slow-release fertilizer designed for one (1) annual application. Only non-phosphorus fertilizer shall be used. If using standard fertilizers requiring three (3) applications, the first application shall consist of 1/2 pound of nitrogen per 1,000 square feet, at least 40% of which shall be slow-release nitrogen. This first application shall contain a pre-emergent herbicide to control annual grassy weeds. The second and third applications shall be 1 pound of nitrogen per 1,000 square feet, at least 40% of which shall

be slow-release nitrogen and shall also contain at least 1% iron. The first fertilization shall occur as specified under the aeration section below, and the second fertilization shall occur at the midpoint between the first and third applications. If using a fertilizer designed for one (1) annual application, the application rate and timing of the application shall follow manufacturer guidelines. All fertilizer shall be blown into turf areas from sidewalks to minimize staining; fertilizer shall not be blown into streets or gutters.

(f) Integrated Pest Management: If requested, EDI shall assist the District to develop policies to apply the principles of Integrated Pest Management (IPM). This includes information on modifications and additions to the prevention strategy and schedule of regular cleaning and maintenance; regular monitoring to detect problems early; choosing the most effective options with the least risk to people and the environment; using biological methods that will result in long-term solutions; and minimizing the use of pesticides and insecticides. EDI shall attempt to alert the District of all effective alternatives to chemical applications available.

(g) Weed Control: EDI shall spray all irrigated turf with a broad-spectrum broadleaf herbicide three (3) times per season with follow-up spot application as required. Prior to such application, EDI shall submit the proposed herbicide to the District for approval. Application of pre-emergent herbicide shall be completed before May 1 of each year; second and third applications of pre-emergent or application of post-emergent control of broadleaf weeds shall occur late June to first week of July and again late August to first week of September of each year. EDI shall perform manual removal of weeds on a weekly basis as needed.

(h) Aeration: EDI shall aerate all irrigated turf areas to open the turf for fertilizer, air, and water once each year. The aeration shall be completed before the first fertilization and shall be done within one (1) week of the irrigation system being turned on in the spring. Irrigated turf areas will be watered thoroughly prior to aeration and fertilized immediately thereafter with an appropriate fertilizer, as specified in the Fertilization section. EDI shall use only a closed coring tine. Prior to aeration, EDI shall flag all sprinkler heads and valve boxes to minimize damage. At its own expense, EDI shall replace any sprinkler heads and valve box covers damaged by the aerators. Plugs shall be left on irrigated turf areas to assist in breaking down thatch.

(i) Leaf Removal: In irrigated turf areas, EDI will collect and remove large accumulations of leaves during the month of November or after 90% leaf drop. Timing of collection and removal shall be weather dependent.

(j) Unusual Conditions: Whenever EDI observes any condition which EDI believes may be detrimental to healthy turf growth, such conditions shall be immediately reported to the District Manager along with a recommended corrective action.

**Section 2 Non-Irrigated Turf and Native Grass Care:** All mowing of non-irrigated turf and native grasses shall be coordinated with the District's herbicide contractor.

(a) Trails Through Non-Irrigated Turf and Native Grass Areas: Non-irrigated turf and native grass areas on either side of trails and sidewalks shall be mowed to a width of four feet (4'). These mowing areas are defined as "beauty-bands" and are depicted in Exhibit C. The beauty-

bands shall be mowed on or about the first and last mow of the season and thereafter to four inches (4") when any of the vegetation in the bands have exceeded seven inches (7"). If the distance from a beauty band to a path, curb, vertical elements, or to a road is under twenty feet (20'), the beauty band mowing shall be widened to meet the mowed beauty-band to avoid leaving narrow strips of tall grass. All clippings shall be collected and disposed of properly and/or blown from trails and sidewalks to maintain a well-groomed appearance.

(b) Fence Lines: All fence lines depicted in Exhibit C shall be mowed to a width of eight feet (8') and trimmed for wildfire mitigation purposes. Fence lines shall be mowed to a height of four inches (4") when the grasses exceed seven inches (7"). If the distance from a fence line to a path or to a road is under twenty feet (20'), the fence line mowing shall be widened to meet the mowed beauty-band to avoid leaving narrow strips of tall grass.

(c) Mowing of Non-Irrigated Turf and Native Grass Areas: Non-irrigated turf and native grass areas, as identified in Exhibit C, shall be mowed once per year, or as necessary at the discretion of the Board. The annual mowing shall occur in late winter or early spring except for (i) the sledding hill which shall be mowed once in late summer or early fall before any snowfall and for (ii) the east side of the upper parking lot, which shall be mowed based on the same criteria and frequency as beauty-bands. Mowing shall not be performed when the ground is soggy to avoid compaction, rutting, and removal of the grass. Only native areas designated in the maintenance plan map shall be mowed; not all native areas throughout the District will be mowed. All clippings shall be collected and disposed of properly and/or blown from sidewalks to maintain a well-groomed appearance.

**Section 3 Tree and Shrub Care in Landscaped Areas:** EDI shall familiarize themselves with the numbers, locations, and types of trees and shrubs within the District. Tree and shrub care shall maintain and promote healthy growing conditions and shall include pruning, wound repair, fertilization, insect control, disease control, and other maintenance measures, as necessary. The maximum overall tree/shrub height for pruning and removal shall be ten feet (10') or  $\frac{1}{3}$  the height of the tree/shrub, whichever is less. Trees in native areas are not maintained; however, some trees in non-irrigated, landscaped areas are maintained.

(a) Pruning and/or Removal of Trees: EDI shall prune trees under ten feet (10') in height in landscaped areas. EDI shall not prune or remove trees exceeding ten feet (10') in height unless directed to do so by the District. Any such pruning of trees or removal of any trees exceeding ten feet (10') in height shall be an Additional Service to be approved by the Board or District Manager.

(b) Pruning Shrubs: The objective of shrub pruning is to promote healthy plants and a pleasing appearance and to remove any growth into sidewalk areas. Shrubs shall be maintained as prescribed by the best practices for the species. Shrubs will be thinned as necessary to retain dense foliage, quality flowers, and a healthy natural appearance. Shrubs in non-irrigated and native areas are not maintained.

(c) Dead Plant Materials and Replacement of Plants: All dead plant materials shall be removed and properly disposed off-site within one (1) week of determination of death. EDI shall immediately provide a quote to the District Manager to replace such plants.

(d) Wrapping: EDI shall not wrap trees or shrubs unless directed to do so by the District. Any such wrapping of trees or shrubs shall be an Additional Service to be approved by the Board or District Manager.

(e) Winter Watering: During periods of dry weather, up to fifteen (15) newly planted trees shall be hand-watered weekly when the irrigation system is shut off or where no irrigation exists. This watering shall continue for new trees until they have been in the ground for two years and/or until they have an established root system. If there are more than fifteen (15) new trees to be watered, EDI shall provide a quote to the District Manager for the additional watering.

**Section 4 Mulch and Mulch Beds:** Organic mulches, including wood and bark chips shall be utilized in non-turf flower bed areas.

(a) Protective Rings: All trees and shrub beds shall be protected from maintenance equipment by use of a mulch bed and/or other protection, as approved by the Board. EDI shall correct any protective rings that are misapplied or in disrepair. Mulch shall not be applied against tree bark and shall dip to meet the base of the tree.

(b) Application: Certified weed-free shredded wood mulch shall be reapplied each season after the first herbicide application, if applicable. This shall include all tree protection rings, shrub beds, ground covers, and annual and perennial beds.

(c) Maintenance: All mulched areas shall be spade-edged or re-edged prior to application of mulch to provide natural containment, or the tree rings shall be sprayed to prevent grass and weeds from encroaching the tree ring.

**Section 5 Ground Cover, Flower Beds, and Rock Beds:** The appearance and health of ground cover, flower beds, and rock beds shall be maintained by adhering to the following practices:

(a) Weed Control: Weeds in rock beds shall be controlled by use of a pre-emergent herbicide or selective systemic herbicide. The manufacturer and formulation of herbicides will be coordinated with the District before use. Weeds shall be hoed as little as possible to minimize damage to plant root systems.

(b) Mow Strips/Landscape Edging: Landscape edging, including metal edging, mow strips, and any other materials, shall be kept in good repair and appearance and replaced if necessary. Any safety hazards shall be immediately corrected. Edging shall be kept at an appropriate depth to ensure mulch stays in the landscaped area and grass cannot spread to the landscaped area via underground rhizomes. Edging that has tilted, particularly to the point of impacting sprinkler heads, shall be straightened. All time and labor for this service are included in the contract price. If edging has deteriorated beyond repair, EDI shall provide a quote to the District Manager for its replacement.

(c) Flower Care: Pinch back dead blooms as required, and hand weed weekly or as needed to maintain beds in a weed-free condition.

(d) Spring Clean-up: Flower beds and landscaped areas shall be cleaned up in the spring, including but not limited to, cutting back perennial grasses and removing accumulated leaves and branches.

(e) Fall Clean-up: Flower beds and landscaped areas shall be cleaned up in the fall, including but not limited to, cutting back perennial flowers and removing accumulated leaves and branches.

(f) Rock Beds: Rocks that have spilled out of rock beds shall be moved back into the rock beds. Exposed irrigation lines shall be reburied under the rock for a clean appearance. EDI shall inform the District if additional rock is required in rock beds and shall provide a time and materials cost for adding the additional rock.

**Section 6 Natural Areas:** Non-irrigated natural areas such as Little Willow Creek and the Dakota Hogback shall only be mowed as specified in the Landscape Maintenance Map or at the direction of the Board. Any mowing shall be coordinated with the District's herbicide contractor.

(a) Weed Control: Herbicide spraying in non-irrigated, natural areas is performed under separate contract and is not a service covered hereunder.

**Section 7 Irrigation System Operation and Maintenance:** EDI will provide one (1) on-site Maintenance Technician on the Property to monitor and check the irrigation system, as well as make all repairs. Upon spring activation of the irrigation system, the Maintenance Technician shall check the operation of each sprinkler zone to verify that all control valves and heads are functioning properly, and that there are no leaks or other conditions, which may require repair, to make adjustments, and clean nozzles. In addition, all controller enclosures shall be opened and visually inspected. After the initial activation checks, the Maintenance Technician is not required to make the same checks unless there is a visual indication of an issue or the District requests additional checks. On a weekly basis, the Maintenance Technician shall monitor irrigated areas and repair leaks, clean nozzles, and make adjustments as required.

Damage to heads caused by mowing operations shall be repaired at EDI's expense. EDI shall maintain all appropriate keys, locks, system logins and passwords, and any other security, access, or operational procedures, measures, or devices and shall ensure that copies and information concerning all such procedures, measures, and devices are provided to the District with all appropriate updates, changes, or alterations.

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

(a) Activation of Irrigation System: Each spring, on a date to be determined by EDI in consultation with the Board and notice thereto, the irrigation system shall be activated. EDI shall immediately notify the District of any system damages which have resulted from improper shutdown the previous fall. Any such damages that were the result of EDI's actions shall be repaired immediately at the expense of EDI. Any such damage that was the result of a prior provider's improper shutdown or system damages caused by actions other than the system

shutdown will be brought to the immediate attention of the District with details, including photographs, of such cause and/or extent of such damages, with an itemized estimate for any such repair. EDI shall at all times exercise its best efforts to operate the irrigation system in a manner that protects all components and equipment of such system and to conserve water resources.

(b) Inspection: Inspection and adjustment of the system will be performed with particular attention paid to irregular water distribution patterns. Control enclosures will be opened and visually inspected between start-up and winterization to ensure water is being distributed as intended.

(c) Sprinkler Heads: Plugged sprinkler heads shall be cleaned and pattern adjustments made as necessary to ensure that water is being distributed to only the intended vegetated areas.

(d) Sprinkler Clock Timing: EDI shall program the sprinkler controls to optimize the application of water for each individual zone while controlling system pressure to minimize the possibility of irrigation line breaks. EDI shall program sprinkler controls to water on the specific days, times, and frequencies directed and approved by the Board. If EDI recommends a deviation from the specified days, times, and frequencies, such recommendations must be approved by the Board or District Manager prior to programming the changes. Adjustments to the amounts of watering shall be performed as needed throughout the watering season to adjust for precipitation and fluctuations in the evapo-transpiration rate.

(e) Drip Irrigation System: EDI shall walk through all planting beds watered with drip irrigation and check for visible signs of plant stress. If stressed plant material is located, EDI shall inspect for proper system operation and repair, as necessary. Repairs to the drip irrigation system shall be performed as part of the Base Landscape Services and the District shall be billed for materials only. EDI shall record any repairs in the District Geographic Information System (GIS).

(f) System Repairs - Non-System Activation Related: EDI shall be responsible for repairs of all sprinkler system damage that are the result of EDI's operations. The District shall be notified immediately of any such damage and EDI shall undertake to immediately repair or correct such damage. Irrigation system repairs on lateral lines and adjustments that are not caused by EDI, such as nozzle replacement and head alignment, irrigation head replacements, valve replacements, pipe replacements and repairs, and clock adjustment shall be performed as part of the Base Landscape Services and the District shall be billed for materials only. Irrigation system repairs on main lines, vandalism repairs, and controller replacements shall be approved by the District and billed on a time and material basis. Any repair work that will exceed \$3,000 shall require prior to the initiation of such work, written approval obtained from the District. EDI shall be responsible for all costs of repairs that fail within a month of the original repair. All repairs shall be invoiced along with photographs of the irrigation breaks and of the fixed repair work, itemization of the materials, including manufacturer and model numbers, GPS location, and the date of the repair. The aforementioned repair information also shall be conveyed to the District Engineer, or other designee, for as-built recording. EDI shall record the aforementioned information and as-builts in the Geographic Information System (GIS).

(g) Backflow Inspection: Backflow prevention device inspections are to be performed



annually in the spring.

(h) Winterization of Irrigation Systems: Winterization of the irrigation systems shall be completed by EDI in the fall before the first hard freeze. The typical time for winterization is in October; however, EDI must winterize the irrigation systems before the first hard freeze. Winterization activities shall not extend into the month of November without prior Board approval. Winterization shall include voiding all lines of water using compressed air or other methods approved by the District. EDI also shall perform other tasks as necessary to winterize controllers and other system components.

(i) Locates: The District Board shall designate the individual or entity that shall be responsible for the UNCC locate services for the District, which designation the Board may change at any time in its discretion. The District shall notify EDI of any change in the UNCC locate services provider. If the District's UNCC locate services provider requires the irrigation system to be located in a particular area, EDI will be notified in writing by email of such a requirement. The District shall compensate EDI for locate services based on agreed upon rates. If a third party requests a locate, EDI shall obtain approval from the District Manager before providing same.

(j) Pond Depth and Consumption Monitoring: While the irrigation system is in operation, EDI shall inspect the irrigation pond (Crystal Lake in Arrowhead Shores) twice per week and monitor its depth. The lake water level must be maintained with a minimum level of twenty-eight inches (28") below the lake overflow and a maximum level of sixteen inches (16") below the lake overflow with a target level of twenty-two inches (22") below the lake overflow. EDI will order additional water from Roxborough Water & Sanitation to maintain the lake water level during the growing season. EDI will notify the District each time water is ordered. EDI shall include water levels and amounts of water ordered in its written report to the District Manager that is submitted by a time specified by the District Manager. At the end of the growing season, EDI shall ensure the water is drawn down to thirty-six inches (36") below the overflow to provide capacity for winter run-off. If EDI negligently orders water that results in water overflowing out of the irrigation pond, EDI will be responsible for the cost of the lost water, and restoration of any damage incurred. If the water level exceeds the thirty-six inches (36") requirement at the end of the season, the volume of the lost water shall be established as the difference between the thirty-six inches (36") below the overflow that the water level should have been reduced to and the actual level at the end of the season (after winterization) multiplied by six (6) acres. The cost of the lost water is equal to the aforementioned volume of water lost multiplied by the then-rates that the District pays for the water.

(k) Pump Inspections: The District Engineer, or other designee, is responsible for scheduling routine maintenance and upgrades to the Irrigation Pump Station located within the limits of the fence at the site on Crystal Lake. Irrigation pumps shall be inspected weekly during the irrigation season by EDI and it shall promptly forward any concerns to the District Manager and District Engineer as soon as practicable.

(l) Emergency Contact: EDI shall provide and maintain an operating after-hours emergency contact system to report any irrigation issues, problems, or emergencies.

**Section 8 Facilities Maintenance:** The following Base Landscape Services shall be performed on the District's facilities during the period from January 1 through December 31 unless otherwise stated.

(a) Tennis Courts/Basketball Courts: On a weekly basis, ensure the courts are clean of Trash. Provide a time and materials cost for washings that may be requested by the District. Report any damage or graffiti to the District Manager immediately. Inform the District if there is a need for new nets, striping, or fencing repair.

(b) Volleyball Courts: At the beginning of the active season (April), inspect the courts for low spots and appropriate depth, damaged or loose edging, and proper netting. Any additional material, if needed to maintain appropriate depths, and any repairs shall be performed under a separate Work Order after approval from the Board. On a monthly basis, from April through October, rake smooth sand surfaces and remove any weeds, animal waste, or debris. Inform the District if there is a need for a new net, additional sand, or any repairs. Report any damage or graffiti to the District Manager immediately.

(c) Skate Parks: At the beginning of the maintenance season (April), high-pressure hose wash all surfaces once. Provide a time and materials cost for additional washings that may be requested by the District. On a weekly basis, ensure skate park surfaces are clean of Trash. Report any damage or graffiti to the District Manager immediately.

(d) Softball Field: For the period from April 1 through September 30, on a monthly basis, groom the dirt infield to provide a smooth even surface and ensure a clean edge between the grass and dirt sections of the field. Stripe the grass section of the softball field after the first such grooming of the calendar year and then once each month thereafter through September 30.

(e) Bicycle Paths/Sidewalks: On a weekly basis, pick up Trash and sweep or blow debris off bicycle paths and sidewalks as needed.

(f) Playground Areas: Every other week, or more frequently if needed, pick up Trash. Rake materials to a twelve-inch (12") depth under swings, slides, and other structures every other week, or more frequently if needed. Report the need for any additional material to maintain appropriate depths immediately to the District with an estimate for providing such. Any additional material application shall be performed after approval by the District and under a separate Work Order. Report any damage or graffiti to the District Manager immediately.

(g) Gazebo - Community Park: Every other week or more frequently as needed, pick up Trash and sweep or blow debris off sidewalks within the pavilion area. Report any damage or graffiti to the District Manager immediately.

(h) Parking Lots and Adjacent Areas: Pick up Trash weekly. Report any damage or graffiti or unattended vehicles to the District Manager immediately.

**Section 9 Pickup of Trash - General:** EDI is responsible for picking up Trash on a weekly basis. EDI shall ensure that all trash receptacles have an internal removable can and a plastic removal

liner (trash bag). When a trash receptacle has a removable lid, it shall be EDI's responsibility to ensure that the lid is properly in place and secured with a locking cable. EDI shall order and stock all materials, including trash bags and dog waste bags, at EDI's cost. EDI shall pick up and remove Trash from the site per the following seasonal schedule and pursuant to the following guidelines:

(a) Summer (April 1 through October 15): Trash receptacles shall be emptied once weekly, or more frequently as needed, as set forth in Exhibit B with extra pick-ups the last working day before and the first working day after the following holidays: Memorial Day, Labor Day, and Independence Day. Trash shall be disposed of as directed by the District. EDI shall provide a fixed price per receptacle for additional Trash pick-ups as required by the District.

(b) Winter (January 1 through March 31 and October 16 through December 31): During the winter months EDI shall pick up Trash on all Property on a weekly basis.

(c) Dog Waste Dispenser Stations: Inspect dog waste dispenser stations and remove and dispose of waste on a once weekly basis year-round or more frequently if needed. Fill dispensers as needed, removing any debris, animal waste, and grass or weeds. Minor repairs of dog stations shall be performed as part of the basic services. EDI shall recommend full replacement of dog stations that require more than minor repairs. EDI shall recommend additional pick-ups or additional dog stations for high traffic areas if deemed necessary.

(d) Fishing Line Disposal Stations: Inspect fishing line disposal stations and dispose of waste once weekly year-round. Minor repairs shall be performed as part of the basic services. EDI shall recommend replacement of stations requiring more than minor repair.

(e) Vehicular Use: Vehicles used for Trash pick-up shall be confined to paved surfaces except for temporary parking at the side of a path to avoid blocking pedestrians. If EDI requires vehicles to drive off paved surfaces, EDI must receive special permission in writing from the District. All vehicles used for Trash pick-up must be quiet and non-polluting, such as electric vehicles. In picking up Trash, EDI shall confine any vehicle or motorized equipment used for such purpose to only the paved areas of the District and shall avoid traversing on any non-paved areas unless EDI or vendor has obtained an access permit from the District.

**Section 10 Trash Pick-up In Specified Areas:** EDI shall pick up and remove Trash on a weekly basis.

(a) Turf Areas: Prior to mowing, EDI shall pick up Trash on the property and adjacent streets.

(b) Park Areas: EDI shall remove Trash accumulated around courts, play areas, mulch beds, walks and paths, and pond perimeters.

(c) Natural, Non-Irrigated Areas: EDI shall remove Trash from non-irrigated and natural areas.

(d) Little Willow Creek: EDI shall remove Trash from Little Willow Creek and drainages with an emphasis around storm drain outlets.

(e) Ponds: Trash collecting within the irrigation pond (Crystal Lake in Arrowhead Shores neighborhood) and other ponds shall be removed twice per year (May and November). This may require the use of small non-motorized watercraft. EDI shall provide a fixed price for additional clean-ups as directed by the Board.

**Section 11 Damage to Landscape Improvements:** EDI shall provide protection to any material, trees, shrubs, fences, or other landscape improvements that may be subject to repetitive contact with maintenance equipment. At all times EDI shall be alert for damages to or theft of any Landscape Improvements, including but not limited to plant stock, turf, ground cover, benches, picnic tables, trash receptacles, play equipment, shelters, irrigation equipment, regardless of cause, including, but not limited to, fertilization, fungus, disease, irrigation, improper maintenance, storm damage, dumping of debris, graffiti, or vandalism. When such is identified, EDI shall immediately notify the District Manager of the condition and convey locations and pictures, if practicable, and recommend corrective action.

Any Landscape Improvements damaged by EDI's operations shall be repaired or replaced at the expense of EDI. Any Landscape Improvements having sustained damage prior to the commencement of the term of the Agreement shall be documented in writing to the District Manager and shall include print or digital photographs where appropriate.

The fences along the major roads (Village Circle East, Village Circle West, Rampart Range Road) are not owned by the District. They are owned and maintained by individual landowners. Fence issues such as fences falling into the property shall be brought to the attention of the District Manager.

**Section 12 Winter Services:** During the winter months of January, February, March, October, November, and December, EDI shall provide the following services:

(a) 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 required under Section 3, fifteen (15) new trees shall be watered under the Base Landscape Services. Additional plants and trees shall be watered for a pre-approved Additional Services fee. Ground cover areas shall be watered lightly, if so warranted, for a pre-approved additional fee, billed separately.

(b) Winter Watering Turf: Turf shall be watered as far into the fall as weather permits. Should there be extended dry periods during the winter, turf shall be watered either by pressurizing the sprinkler system and then re-winterizing or irrigating turf area using hoses attached to fire hydrants for an additional fee, billed separately.

**Section 13 Graffiti Removal:** EDI shall be responsible for removal of graffiti when and wherever it occurs within the District's boundaries. EDI will bill time and materials for this Additional Service. EDI shall take photos of the graffiti before removal and the cleaned area after the removal. EDI shall include any graffiti removal services in the applicable monthly report to the Board, with

the photos. Graffiti removal chemicals shall be environmentally friendly and not pose a risk to people or animals.

**Section 14 Geographic Information System (GIS) Services:** The District is utilizing a GIS system that is administered by an independent contractor, IMEG. EDI shall be responsible for recording work performed in the GIS. Photos, equipment information, services performed, shall be recorded or verified when EDI personnel are in the District performing the Services or Additional Services outlined in this Agreement. EDI shall use District provided equipment for recording information in the GIS. EDI shall ensure data is uploaded at least once a week by connecting to a Wi-Fi network or other means. EDI may charge and store the GIS equipment in an on-site location designated by the District. GIS training shall be provided by the District; training time is included in the Base Landscape Services and shall not be billed to the District. EDI shall be solely responsible for the cost of replacing any GIS equipment that is lost or damaged as a result of the intentional, reckless, or negligent acts or omissions of any of the EDI Parties.

### **ARTICLE III ADDITIONAL SERVICES**

From time to time the District may request that EDI provide Additional Services not included within the scope of the Base Landscape Services. Prior to providing any Additional Services, EDI will obtain approval from the District. Oral discussions between a District Board member or the District Manager and an EDI employee shall not constitute authority to perform Additional Services until it is memorialized through an approved Work Order. Additional Services shall be provided in accordance with agreed upon rates and charges, pursuant to an approved Work Order. In addition, Work Orders may include services not otherwise described in this Scope of Work.

**EXHIBIT A**  
**DISTRICT BOUNDARY MAP**



**EXHIBIT B**  
**BASE LANDSCAPE SERVICES AND  
 COMPENSATION AND ADDITIONAL SERVICES**

**1. BASE LANDSCAPE SERVICES**

“Base Landscape Services” includes the following 12-month Base Landscape Services and the Porter Landscape Services for a total Contract Price of \$326,742.00.

SERVICE	FREQUENCY/ NUMBER	TIME OF YEAR
Site Inspections	Monthly	January - December
Irrigated turf area mowing (mow, trim, blow)	Weekly/As Needed	April - October
Edging-Irrigated Turf Areas	Every Two Weeks	April - October
Fertilization-Irrigated turf areas	1 or 3	Spring or Spring/Summer/Fall
Broadleaf Weed Spray-Irrigated Turf Areas	3	Spring/Early Summer/Late Summer
Core Aeration-Irrigated turf areas	1	Spring
Leaf Removal	1	November - December
Beauty-band mowing (mow, trim, blow)	As Needed	April - October
Fence line mowing (mow, trim)	As Needed	June - October
Non-irrigated turf area mowing (mow, trim, blow)	1	March
Sledding hill area mowing (mow, trim, blow)	1	September
Shrub/Tree Pruning (under 10’)-Aesthetic	2	March/June
Winter watering of new trees	Weekly/As Needed	October - April
Wood mulch application	1	Spring
Chemical Weed Control- Ground Cover, Flower & Rock Beds. Sidewalks and Curb/Gutter	Monthly/As Needed	April - October
Manual Weed Control- Ground Cover, Flower & Rock Beds	Weekly/As Needed	April - October
Flower deadheading	Weekly/As Needed	April - October
Spring Clean Up-Landscaped areas	1	April
Fall Clean Up-Landscaped areas	1	October
Irrigation Activation	1	April
Irrigation system checks	Weekly	April - October
Irrigation system adjustments	As Needed	April - October
Irrigation system repairs	As Needed	April - October
Pond level monitoring/maintenance	Twice Weekly	April - October
Irrigation pump inspection	Weekly	April - October
Backflow inspection	1	Spring
Irrigation Winterization	1	October
Winter watering (plants/trees)	As Needed	October - March
Winter watering (turf)	As Needed	October - March
Tennis/Basketball Court maintenance	Weekly	January - December
Volleyball Court maintenance	Weekly	April - October

Skate Park maintenance	Weekly	January - December
Skate Park pressure wash	1	April
Softball field grooming	Weekly	April - September
Softball field striping	Monthly	April - September
Bicycle path cleaning	As Needed	January - December
Playground maintenance (cleaning/raking)	Weekly	January - December
Gazebo cleaning	Weekly	January - December
Trash pick-up-Landscaped Area (Summer)	Twice Weekly	April - October
Trash pick-up-Landscaped Area (Winter)	Weekly	November - March
Dog waste pick-up	Twice Weekly	January - December
Litter removal (on the ground and pond edges)	Weekly	January - December
Litter removal (within ponds)	2	May/November



## 2. COMPENSATION

Below is an itemized account of all services that you've requested, along with each service's associated price. These services would be performed by the weekly services team, or by specialists with proficiency in each discipline of landscape maintenance. For example, fertilization and weed control will be performed by our Certified Applicators.

### 12 Month "Base" Landscape Services and Pricing

Landscape Service	Price	Description
Mow, Trim, Edge, Blow (26)	\$ 89,475	Every other week April and Oct.; weekly May - Sept.
Turf Fertilization (3)	\$ 19,453	Spring, Summer and Late Summer. Better NPK formulation and effectiveness than 1X application
Turf Weed Control (3)	\$ 4,644	Pre and Post-emergents
Turf Aeration (1)	\$ 1,500	Performed in Spring and Fall. Little value by aerating in fall before turf goes dormant then again in spring after dormancy
Leaf Removal (1)	\$ 3,413	Performed with last mowing of year and when majority of leaves fall pending concentration
Beauty Band Mow (4)	\$ 6,910	Adjacent to trails. Mow when exceeds 7"
Fence Line Mow (2)	\$ 11,580	8' wide strip. Based on growth and maintaining proper fire break. Timing crucial
Native, Non-irrigated Turf and sledding hill mow (1)	\$ 6,673	Completed late summer
Shrub / Tree Prune (2)	\$ 7,613	Early spring and mid-summer
Bed Pre-emergent Spray (1)	\$ 3,048	Performed in early spring
Bed / Hardscape Weed Control and flower dead-heading (26)	\$ 8,838	Includes both hand pulling and spraying of post-emergents. Timing is crucial to stop on schedule and maintain standard
Spring Cleanup (1)	\$ 4,270	For winter accumulated landscape debris, includes trimming of ornamental grasses and perennials
Irrigation Activation (1)	\$ 2,479	Timing weather dependent
Irrigation System Checks, Adjustments, Repairs, Pump and Pond Monitoring (Weekly)	\$ 127,790	Includes dedicated technician all week and support technician for repairs. Repairs to include all valves, lateral lines, irrigation heads and drip emitters. Irrigation controller replacements, damage and vandalism by others and main line repairs to be billed at T&M rates
Irrigation Winterization (1)	\$ 4,301	Performed as weather dictates
<b>TOTAL BASE</b>	<b>\$ 301,987</b>	

The services below will be performed by an exclusively dedicated, full-time (40 hours per week) Porter.

### 12 Month "Porter" Landscape Services and Pricing

Landscape Service	Price	Description
Sport Court Maintenance (30)	\$ 1,180	Weekly April - October - possibly less
Volleyball Court Maint (8)	\$ 300	Monthly April - October
Skate Park Maintenance (8)	\$ 350	Monthly April - October; otherwise inspect and treat
Skate Park Power Wash(1)	\$ 370	Contractor to supply equipment
Drag Softball Infield (8)	\$ 650	Monthly April - October or after rain
Line Softball Field (6)	\$ 645	We will supply equipment
Bicycle Path Cleaning (12)	\$ 2,470	Monthly April - October
Playground & Gazebo Maint (15)	\$ 1,200	Every other week April - October; otherwise inspect and treat. Graffiti removal to be bid as separate proposal
Wood Mulch Application (1)	\$ 2,950	includes 35 cubic yards of shredded mulch
Summer Grounds Policing (30)	\$ 1,950	Weekly April - October; need to preform thoroughly so that weekly is sufficient
Pet Stations (104)	\$ 7,900	Check each station weekly and change bags where necessary
Winter Grounds Policing and Litter Removal (22)	\$ 4,050	Weekly November - March
Litter Removal Ponds (2)	\$ 740	Spring and summer

**TOTAL CONTRACT VALUE \$ 24,755.00**

**TOTAL BASE \$ 301,987**

**TOTAL PORTER \$ 24,755.00**

**GRAND TOTAL \$ 326,742**

The total contract price shall be paid in accordance with the following monthly schedule:

January (5%)	\$16,337.10
February (5%)	\$16,337.10
March (5%)	\$16,337.10
April (10%)	\$32,674.20
May (10%)	\$32,674.20
June (10%)	\$32,674.20
July (10%)	\$32,674.20
August (10%)	\$32,674.20
September (10%)	\$32,674.20
October (10%)	\$32,674.20
November (10%)	\$32,674.20
December (5%)	\$16,337.10

<b>Total:</b>	<b>\$326,742.00</b>
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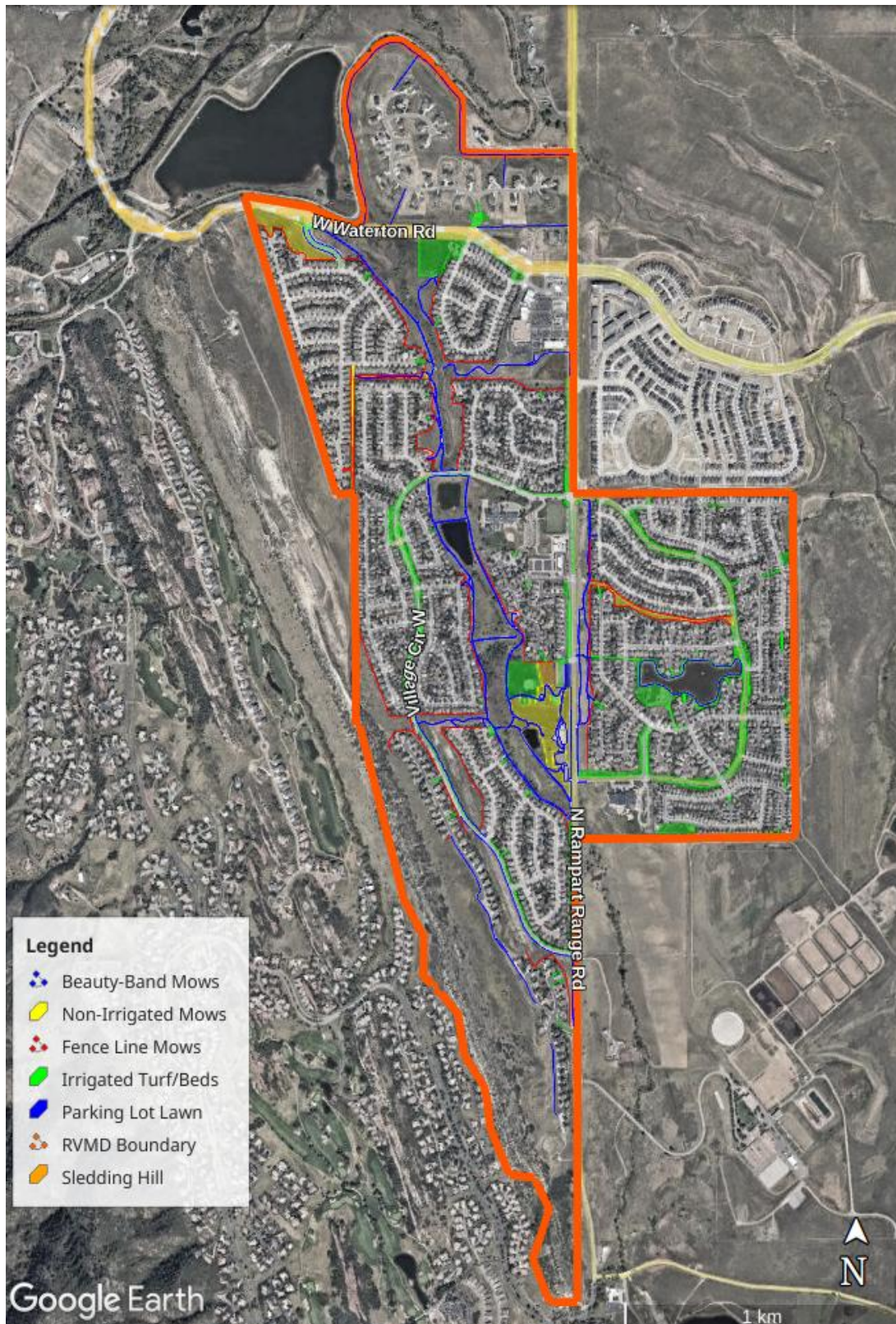
### 3. ADDITIONAL SERVICES

Additional Services Not Included in Contract Price:

SERVICE	FREQUENCY/ NUMBER	COST/RATE
Native Area Mowing - Additional	Upon Approval	\$45 / acre
Annual Flower Installation and Maintenance	Upon Approval	\$18 / Sq. Ft.
Irrigation System Repair (after contracted 80 hours per month)	Upon Approval	\$85 / hr
Insect and Disease Control	Upon Approval	\$135 / hr
Tree Wrap/Unwrap	Upon Approval	\$8 / tree
Winter Watering Each	Upon Approval	\$150 / hr (includes water)
Tree Pruning	Upon Approval	\$105 for Certified Arborist
Large Debris Removal	Upon Approval	\$70 / hr
Holiday Lights /Decorations Set-up and Removal	Upon Approval	\$85 / hr
Trash Pick-up - Additional	Upon Approval	\$85 / hr (dump / disposa fees separ



**EXHIBIT C**  
**LANDSCAPE MAINTENANCE MAP**



## **ATTACHMENT 2**

### **Department Of Public Health And Environment - Air Quality Control Commission Regulation Number 29, Emission Reduction Requirements for Lawn & Garden Equipment 5 CCR 1001-33**

#### **PART A      Emission Reduction Requirements for Lawn and Garden Equipment**

##### **I.      Applicability and general provisions**

- I.A.      This part applies to the federal government, state government agencies, and local governments that use lawn and garden equipment, as defined in Section II.
- I.B.      The use restrictions in Section III. do not apply to lawn and garden equipment.
  - I.B.1.    Used for the purpose of abating or preventing damage during a declared emergency or equipment used by first responders to provide emergency services.
  - I.B.2.    Used for the purpose of fire hazard reduction and post-fire recovery activities in or near the wildland areas or the wildland urban interface.
  - I.B.3.    Used for the purpose of riparian, forest, or grassland management.
  - I.B.4.    Used for public safety purposes.
- I.B.5.    Nothing in this Section I.B. limits the applicability of the recordkeeping and reporting provisions in Section IV.I.C. Severability. If any section, clause, phrase, or standard contained in these regulations is for any reason held to be inoperative, unconstitutional, void, or invalid, the validity of the remaining portions thereof will not be affected and the Commission declares that it severally passed and adopted these provisions separately and apart.

## II. Definitions

- II.A. "Federal government" means the United States and any department, agency, or instrumentality thereof as those terms are used in 42 U.S.C. § 7604(e) (February 16, 2024).
- II.B. "Landscaping" means decorative or protective vegetation that enhances appearance surrounding buildings or roadways; areas that enhance appearance and create useable space for outdoor activities around a home; a planned outdoor space set aside for cultivation, display, and enjoyment of herbs, fruits, flowers, vegetables, trees, or ornamental shrubs.
- II.C. "Lawn and garden equipment" means equipment whose primary purpose is to assist with cleanup or maintenance of a lawn or garden area of a property. Examples of this type include, but are not limited to:
- II.C.1. Aerators.
  - II.C.2. Brush cutters.
  - II.C.3. Chainsaws.
  - II.C.4. Dethatchers.
  - II.C.5. Edgers.
  - II.C.6. Generators, when used for lawn and garden services (e.g., charging or operating electric equipment).
  - II.C.7. Hedge trimmers.
  - II.C.8. Leaf blowers.
  - II.C.9. Power washers.
  - II.C.10. Push lawn mowers.
  - II.C.11. Pruners.
  - II.C.12. Rotary tillers.
  - II.C.13. String trimmers.
  - II.C.14. Wood splitters.
- II.D. "Lawn and garden services" means landscaping services, grass/lawn mowing, weeding, grass/lawn trimming, removal and disposal of debris and trash, leaf cleanup and removal, planting or maintenance of any plants (e.g., trees, bushes, hedges, shrubs, flowers, other plants). Lawn and garden services do not include activities such as forest or grassland management.
- II.E. "Local government" means municipalities, county governments, city and county governments, public school districts, and special districts.



- II.F. "Municipality" means a city or town as defined in § 31-1-101(6), C.R.S., (2023).
- II.G. "Ozone nonattainment area" means an area within Colorado designated by the Commission and approved by the U.S. Environmental Protection Agency under the Code of Federal Regulations Title 40, § 81.306 (November 30, 2021), in which ambient air concentrations exceed the National Ambient Air Quality Standards for ozone.
- II.H. "Special district" means a quasi-municipal corporation or political subdivision as defined in § 32-1-103(20), C.R.S., (2023).
- II.I. "State government agency" means any agency, board, bureau, commission, department, division, institution, or office of the executive or judicial departments of state government, including institutions of higher education, located within the state of Colorado.
- III. Use restrictions
  - III.A. Beginning June 1, 2025, no state government agency in Colorado can use gasoline-powered push and hand-held lawn and garden equipment with an internal combustion engine smaller than 19 kW (25 horsepower) between June 1 and August 31 of each year.
  - III.B. Beginning June 1, 2025, neither the federal government nor any local government can use gasoline-powered push and held-held lawn and garden equipment with an internal combustion engine smaller than 7 kW (10 horsepower) between June 1 and August 31 of each year in the ozone nonattainment area.
  - III.C. The restrictions in Sections III.A. and III.B. also apply to lawn and garden services contracted for and provided to the federal government, a state government agency, or a local government.
- IV. Recordkeeping and reporting
  - IV.A. State government agencies, local governments, and the federal government must maintain records for five (5) years demonstrating compliance with Sections III.A. through III.C. Records must be made available to the Division upon request.
  - IV.B. On or before June 1, 2026, and June 1 of each year thereafter, all state government agencies, local governments, and federal government conducting or contracting for lawn and garden services subject to Section III. must submit information for the preceding calendar year (e.g., for the June 1, 2026, report submit information for the period of June 1, 2025, through August 31, 2025) using a Division-approved format. The report must include:
    - IV.B.1. A list of all gasoline-powered push and hand-held lawn and garden equipment with an internal combustion engine smaller than 19 kW (25 horsepower) used or potentially used by the state government agency from June 1 to August 31.
    - IV.B.2. A list of all gasoline-powered push and hand-held lawn and garden equipment with an internal combustion engine smaller than 7 kW (10 horsepower) used or potentially used by the federal government or local government within the ozone nonattainment area from June 1 to August 31.
    - IV.B.3. For the equipment listed in Section IV.B.1. and IV.B.2.,
      - IV.B.3.a. The lawn and garden equipment type, horsepower, manufacturer.



- IV.B.3.b. For gasoline-powered equipment used during the June 1 through August 31 time period, documentation demonstrating the circumstances requiring the use of such equipment such as supply chain issues, need for heavy-duty scale equipment, or a purpose listed in Section I.B.
  - IV.B.4. The company name and designated contact person for the lawn and garden services contractor(s), if applicable, and description of the services (e.g., list of activities, duration, frequency, expected equipment use) provided.
- IV.C. Each report must be accompanied by a certification by a responsible official that, based on information and belief formed after reasonable inquiry, the statements and information in the document are true, accurate, and complete.