

WORK ORDER #2023-01
TO MASTER SERVICES AGREEMENT, DATED January 1, 2023

This Work Order is made and entered into this **1st day of January, 2023**, by and between **LOVELAND MIDTOWN METROPOLITAN DISTRICT**, (the “District”), and **MILL BROTHERS LANDSCAPE & NURSERY, INC.** (“Contractor”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and Contractor, dated **January 1, 2023** (the “Agreement”).

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

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services **a lump sum in the amount of \$29,044.22**, as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate **December 31, 2023.**

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

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

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the **1st day of January, 2023.**

LOVELAND MIDTOWN METROPOLITAN DISTRICT:

DocuSigned by:
Blaine Rappe
07E3070F97C044E...

By: Blaine Rappe

Its: President

MILL BROTHERS LANDSCAPE & NURSERY, INC.:

DocuSigned by:
Jason Obsuth
C5E9F64FD69D48F...

By: Jason Obsuth

Its: Landcare Division Manager

EXHIBIT A-1 TO WORK ORDER #2023-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



Service Proposal

PINNACLE CONSULTING GROUP, INC.
550 WEST EISENHOWER
BOULEVARD
LOVELAND, COLORADO 80537

Sales: Jason Obsuth

Loveland Midtown Metro District - Maintenance

1875 East 11th Street Loveland, Colorado 80537

Est ID: EST1857744 2023

Email: dillong@pcgi.com

Date: Oct-24-2022

Phone: 970-308-2173

| CONTRACT SERVICES | Billing Type | Season Price |
|---|---------------------|---------------------|
| SPRING AND FALL CLEANUP | Per Season | \$1,624.90 |
| 1. BEDS: <ol style="list-style-type: none"> Landscape beds will be blown free of leaves and other accumulated debris. This will be completed once during both the spring and fall. Herbaceous perennials and ornamental grasses will be cut back during the fall and spring cleanup (respectively). | | |
| 2. TURF AREAS: <ol style="list-style-type: none"> As needed, irrigated turf areas may be mowed as needed during both the spring and fall cleanup, at the Contractor's discretion. | | |
| AERATION | Per Season | \$963.22 |
| 1. All irrigated turf areas will be core aerated once per growing season. Aeration is typically performed in the spring, however may be deferred to fall if spring soil moisture conditions are insufficient. | | |

| CONTRACT SERVICES | Billing Type | Season Price |
|---|---------------------|---------------------|
| WEEKLY SERVICE | Per Season | \$12,617.94 |
| <ol style="list-style-type: none"> 1. All turf areas will be mowed weekly during the growing from May through September, and biweekly during April and October. 2. When necessary, turf areas may also be mowed during the spring and fall cleanups, at the Contractor's discretion. 3. Mowing height will vary between 2.5 and 3.5 inches, depending on weather and growing conditions. 4. Clippings will be blown from all hard surfaces and landscaped areas. 5. Reasonable effort will be made to avoid mowing when wet conditions persist beyond the control of the Contractor. 6. Areas determined to be unsafe for mowing will not be mowed. Such conditions may include, but are not limited to: large gatherings, excessive pet waste, wet areas, or areas under construction. The Contractor will return to service said areas when conditions become favorable. 7. Grass areas not accessible to mowing equipment will be trimmed as needed to maintain a well-groomed appearance. <ol style="list-style-type: none"> a. Where practical, growth regulators or non-selective herbicides may be used around fences, trees, and other obstacles that may be damaged by repeated use of trimmers. 8. Concrete surfaces, such as sidewalks and driveways will be edged monthly during the growing season. <ol style="list-style-type: none"> a. Edging is limited to concrete surfaces as damage may result from edging asphalt, brick, decks, etc. b. Drain/trickle pans will not be edged unless otherwise specified. c. Debris from edging will be collected and removed from site. 1. All landscape areas will be inspected during mowing operations for loose trash, debris, and weeds. 2. Detail will include removal of trash from lawn areas during mowing activities. 3. Where applicable, pet waste stations will be emptied and bags replenished throughout the contract period. 4. Pet waste in landscaped areas is not the responsibility of the Contractor. 5. Items considered in excess of normal policing, such as construction trash, furniture, etc., will be removed on a time and materials basis. (NOTE: disposal fees may apply) | | |

| NATIVE AREA MOWING | Per Season | \$1,103.05 |
|---------------------------|-------------------|-------------------|
|---------------------------|-------------------|-------------------|

1. All dryland grass areas will be mowed once in late winter/early spring, and once at the end of the growing season.
2. Additional dryland mowing visits are available, by request. Please see 'EXTRA SERVICES' below for pricing.
3. Mowing height will vary between 3.5 and 6.0 inches to promote healthy growth.
4. Dryland weed control is not included in the base contract; however spot and broadcast applications are available, by request. Please see 'EXTRA SERVICES' below for pricing.
5. Excess clippings will be blown from all hard surfaces, but not bagged and removed from site.
6. Reasonable effort will be made to avoid mowing when wet conditions persist beyond the control of the Contractor.
7. Areas determined to be unsafe for mowing will not be mowed. Such conditions may include, but are not limited to: large gatherings, excessive pet waste, wet areas, or areas under construction. The Contractor will return to service said areas when conditions become favorable.

DRYLAND/NATIVE GRASS: ADDITIONAL SERVICE PRICING

1. Dryland/Native Mowing Visit (2 included in base contract) **\$552.00/visit**
2. Dryland/Native Broadleaf Weed Control (Spot Application) **\$75.00/hour**
3. Dryland/Native Broadleaf Weed Control (Broad Application) **\$175.00/acre**

| CONTRACT SERVICES | Billing Type | Season Price |
|---|---------------------|---------------------|
| TREE AND SHRUB CARE | Per Season | \$5,859.00 |
| <ol style="list-style-type: none"> 1. TREE CARE <ol style="list-style-type: none"> a. Tree branches under 10' will be pruned for clearance purposes. This excludes structural and hazard pruning. b. To prevent mechanical damage to trees planted in turf areas, a grass-free ring will be provided and maintained with non-selective herbicide. c. Insect and disease control are not included in this contract. However, when insect or disease infestations exist, and meet treatment thresholds as dictated by IPM practices, recommendations will be made accordingly and treated on a time and materials basis. 2. SHRUB CARE <ol style="list-style-type: none"> a. Shrubs will be pruned selectively throughout the year. Timing and best practices are at the discretion of the Contractor. b. Rejuvenative pruning practices may be used when indicated to promote healthy growth. c. Plants in bloom will not be pruned unless it is necessary for clearance. Said plants will be pruned once they are no longer in bloom. | | |

| TURF CARE | Per Season | \$3,948.79 |
|--|-------------------|-------------------|
| <ol style="list-style-type: none"> 1. FERTILIZATION: All irrigated turf areas will be fertilized 3 times per growing season as follows: <ol style="list-style-type: none"> a. ROUND 1: A quick release fertilizer product with preemergence herbicide will be applied in early spring b. ROUND 2: A fertilizer with a mix of fast and slow release fertilizer with iron and other micronutrients - applied in mid summer c. ROUND 3: A fertilizer with a mix of fast and slow release fertilizer with iron and other micronutrients - applied in late summer/early fall 2. WEED CONTROL: In addition to the spring preemergence application, postemergence turf weeds will be treated on a curative basis during fertilizer applications. Products and treatment strategies will vary depending on the target weed, weather, and other factors. Such strategies are determined using an Integrated Pest Management (IPM) approach to maximize results while minimizing product applied. 3. INSECT and DISEASE CONTROL: These treatments are not included within this contract, however when insect or disease infestations are present, and meet treatment thresholds as dictated by IPM, recommendations will be made accordingly and treated on a time and materials basis. | | |

NOTE: Commercial applicators are licensed by the Colorado Department of Agriculture.

| IRRIGATION ACTIVATION | Per Season | \$427.35 |
|---|-------------------|-----------------|
| <ol style="list-style-type: none"> 1. The irrigation system will be activated and tested between March and May. 2. Repairs identified during activation will be completed on a time and materials basis. 3. Irrigation repair rates are as follows: Irrigation Technician \$68.00/hour, Irrigation Technician Assistant (when used) \$55.00. | | |

| CONTRACT SERVICES | Billing Type | Season Price |
|--|---------------------|---------------------|
| IRRIGATION MANAGEMENT | Per Season | \$1,793.72 |
| <ol style="list-style-type: none"> 1. The irrigation system will be inspected monthly during the growing season. Monthly inspections include: <ol style="list-style-type: none"> a. Running each zone to check for proper function. b. Visually inspecting heads for proper coverage, making adjustments as needed. c. Adjusting irrigation controllers for prevailing weather conditions. 2. Repairs identified during inspection will be completed on a time and materials basis. 3. Irrigation repair rates are as follows: Irrigation Technician \$68.00/hour, Irrigation Technician Assistant (when used) \$55.00. | | |

| IRRIGATION WINTERIZATION | Per Season | \$706.24 |
|--|-------------------|-----------------|
| <ol style="list-style-type: none"> 1. The irrigation system will be winterized with compressed air between October and November. 2. At the Contractor's discretion, above-ground devices may be wrapped with insulation to prevent freeze damage prior to final winterization. | | |

Total (All Contract Services) \$29,044.22

The total price of all seasonal services is \$29,044.22 collected in 12 payments of \$2,420.35 per payment .

CONTRACT TERMS AND CONDITIONS:

- A. **SCOPE OF WORK:** The Contractor and/or its appointed subcontractors will furnish all labor, materials, and equipment necessary to provide the services stated within this contract.
- B. **DEFINITIONS:** The term "Contractor" where used in this agreement refers to Mill Brothers Landscape and Nursery, Inc. dba Mill Brothers Landscape Group. The term "Client" where used in this agreement refers to individual or entity to whom this contract is addressed.
- C. **INSURANCE:** The Contractor will carry Workers' Compensation, Automobile, and Public Liability insurance of not less than \$2,000,000.00. Upon request, a Certificate of Insurance may be provided to the Client.
- D. **DAMAGES:** Damages caused by the Contractor in the execution of this contract, with the exception of snow removal, will be rectified by the Contractor at no cost to the Client.
- E. **ACT OF GOD:** The Contractor shall not be liable for events beyond their control which may interfere with the execution of this contract, including but not limited to acts of God, acts of governmental agencies, weather events, or equipment failure.
- F. **EMERGENCIES:** The Contractor will be available to respond to irrigation emergencies. Irrigation emergencies herein are defined as matters likely to cause property damage such as, but not limited to, broken pipes, stuck valves, damaged/missing backflow devices, and broken sprinkler heads - when the damage to the sprinkler head causes an eminent threat to property.
- G. **PERSONNEL:** Employees of the Contractor will conduct themselves in a professional manner. The Contractor will provide staff and supervision, as necessary, to complete the tasks within this contract.
- H. **LICENSES and PERMITS:** The Contractor will obtain all licenses and permits required by federal, state, and local laws as needed to complete the tasks agreed to within this contract.
- I. **MODIFICATION:** This contract, and its attachments constitute the entire agreement between the contracting parties. No variance or modifications may be made unless agreed to by both parties.

- J. ELECTRONIC COMMUNICAITON: Notices and other communications between the Contractor and Client may be delivered by electronic communication. Such communications shall be accepted by both parties in lieu of communications delivered in writing.
- K. TERM: This contract shall remain in effect from **January 1, 2023** through **December 31, 2023** unless otherwise stated herein or terminated prior to expiration.
- L. PAYMENT: Terms due within thirty (30) days. Past due balances shall be assessed a 1.5% per month late fee.
- M. TERMINATION: Either party may terminate this contract prior to its date of expiration, with or without cause by providing at least thirty (30) days notice to the other party.

Estimate authorized by: _____
Jason Obsuth

Estimate approved by: _____

Signature Date: _____
12/21/2022

Signature Date: _____

Landscape Service Description and Specifications

I. Summary

A. Contractor shall be responsible for irrigation management, fertilization, pruning, weeding, pesticide and herbicide applications, bed cultivation, mowing, edging and litter removal in landscape areas. Clean up of walkways, trails, and open space within the district limits shall also be included.

B. Quality Assurance

1. All work shall be performed to the highest standards of horticultural excellence and shall be in accordance with accepted standard practices. All work shall be performed in accordance with all applicable laws, codes, ordinances and regulations of all local, state and federal government agencies, and it will be the responsibility of the contractor to obtain at its cost all necessary certificates, permits, and licenses required by such agencies.
2. Contractor is responsible for a weekly inspection of the entire property and for the performance of all items required and referred to in these specifications.
3. Contractor shall maintain a weekly landscape maintenance log, indicating services performed. This log shall be emailed to the District's representative at the end of every week.
4. Contractor shall assume all responsibility for plant and turf material which is damaged or stressed in any way as a result of poor maintenance. Contractor will assume all cost associated with replacement of damaged plant material.

C. Additional Work

1. Additional work being requested by the District, determined to be outside the scope of the contract, must be approved in writing by the District before said work is begun.

2. For all additional work Contractor shall submit a Change Order that details the following:
 - a. Brief description of the nature of work, a list of materials, and the total cost to complete.
 - b. Number of man-hours required to perform the work and the total calendar days required to complete the work.
 - c. Description of possible associated future costs (i.e. mulch, additional irrigation heads, etc.)

II. Manicured Lawn Maintenance

A. Mowing

1. Manicured lawn areas shall be mowed on a weekly basis during the regular growing season. Frequency of mowing may vary in the spring and fall due to seasonal weather conditions and growth rate of turf. If weather prohibits safe operation of equipment on the regularly scheduled mowing day, the mowing schedule shall be adjusted according to current conditions.
2. Turf shall be cut to a height of three (3) to four (4) inches as conditions dictate.
3. Mowing shall be performed so that no more than one-third (1/3) of the grass length is removed during each mowing.
4. Grass clippings shall not exceed 2 inches in length. Contractor shall be responsible for excessive grass clippings (i.e. clippings longer than 2 inches, large clipping clumps) left within turf and bed areas and shall avoid mowing when turf is saturated with water. Contractor shall not leave clippings on hardscape areas and shall not deposit clippings in lakes and retention ponds.
5. Do not use heavy mowers in areas that are prone to rutting.
6. Keep mower blades sharp and maintained to provide a smooth, even cut without tearing.
7. Litter shall be removed from all turf areas prior to mowing and disposed of properly.

8. Contractor shall avoid running mowers into fences, posts, retaining walls, trees, landscape beds, and any structures. Contractor shall notify the District of any damage caused by mowers immediately.

B. Edging

1. Contractor shall edge or trim along all beds and tree wells bordered with any edging material.
2. Contractor shall be allowed to use monofilament trimmers when edging any beds bordered with edging material. These areas shall be trimmed to the same height as the mow height.
3. Contractor shall edge all curbs, walkways, bed areas and tree wells not bordered by bed edging material with a metal blade edger only. All debris shall be removed from streets, walks, and beds.
4. Edged turf areas shall have a perpendicular appearance. Angled or beveled edge lines are not acceptable.
5. Edging of walks and curbs will be performed three times during the growing season. Once in April, July, and September.
6. Trim around trees weekly to ensure that turf grows no closer than 18" to the tree trunk. This bare area should be a uniform circle using the trunk as a center point.

C. Monofilament Trimming

1. Contractor shall use a weed eater or similar tool to trim grass that the larger mow machinery cannot reach. Trimmed areas shall be cut to the same height as the mow height.
2. Trim all areas on a weekly basis.
3. Protect trees and shrubs from damage caused by trim lines. Contractor shall be responsible for replacing all plant material killed or seriously damaged by trim lines at no cost to the District. Seriously damaged is defined as when 30% or greater of the cambium layer of the trunk circumference has been removed by trim lines or when shrubs have been deformed. Damaged trees and plants will be replaced with plants of equal or better size and quality.

4. Protect fences, buildings, and other structures from damage caused by mowers and trimmers.

D. Fertilization

1. Contractor shall have full responsibility for maintaining a healthy turf.
2. Contractor shall provide pricing for soil testing to be done as needed in order to determine proper formulas and rates of fertilizer and shall apply nutrients necessary to maintain a healthy, vigorous turf.
3. Contractor shall apply a slow release fertilizer three (3) times per growing season at appropriate time frames.
4. Immediately remove any fertilizer that comes in contact with curbs, walkways, streets, concrete walls, benches, trash receptacles, sculptures, and any other surface that could be stained.

E. Turf Weed Control

1. Contractor shall control and strive to eliminate all weeds on a monthly basis throughout the growing season.
2. Contractor will use pre-emergent, post-emergent and mechanical weed control methods to keep weeds to an absolute minimum.
3. Herbicides shall be applied by a licensed applicator or under direct supervision of a licensed applicator. Contractor shall be liable for any damages caused by spraying.
4. Do not spray in windy weather! Use extra caution when spraying chemicals to prevent overspray onto desired plant material.
5. Contractor shall provide the District information on all chemicals to be applied, including MSDS.
6. Chemical treatments of weeds within four feet of fence lines, occupied residential lots, and planting beds shall be performed using a hand sprayer or backpack sprayer to minimize the risk of overspray.

F. Insect and Disease Control

1. Contractor shall perform weekly inspections of the entire District property for insect and disease activity. Contractor shall inform the District, in writing, of any activity and recommend solutions to mitigate along with pricing to do so.
2. All pesticides will be applied by a licensed professional.

G. Aeration

1. At the beginning of every grow season Contractor shall aerate all turf areas (except for those recently seeded or sod applied), with a minimum of four plugs per square foot and a minimum depth of two inches.
2. Aerations shall be performed prior to fertilizer applications.
3. Prior to aerations, Contractor shall tag all sprinkler heads and valve boxes to prevent damage. Irrigation systems shall be checked for damage by Contractor immediately after aeration. Contractor shall be responsible for repairing any damage caused by the aerator.
4. Damage to any other fixture will be repaired at Contractor's expense.

H. Water

1. Contractor shall be responsible for monitoring moisture levels in all manicured turf areas during weekly maintenance visits. Contractor shall notify the District, in writing, immediately of any problems.
2. Contractor will not over water and do what they can to conserve water.
3. Contractor shall be responsible for any turf damage caused by over or under watering, that was not reported to the District, and replacement of said turf.

III. Native Grass Area Maintenance

A. Mowing

1. Schedule mowing of a three (3) foot wide strip along all fence lines and sidewalks every month. Mowing will include trimming around fence

posts, under fence rails, and areas that are too wet for mowers. Avoid scaring or marking of fence posts with string trimmers.

2. Any damages to the irrigation system from mowing shall be identified with a marker flag immediately. Flagging shall remain in place until corrective actions have been made. Contractor shall notify the District of any irrigation damages that are unable to be corrected within two days.
3. The District will select areas to be mowed for control of annual grasses and weeds. A diagram/map of the areas to be mowed will be provided by the District along with a schedule. Pricing for any items not included in this agreement will be based on unit costs supplied with bid documents.
4. Requests for mowing shall be performed within seven (7) days, unless alternate arrangements have been made.
5. Contractor shall expect to perform more frequent mowing during the peak growing season.
6. Drainage areas will only be mowed when directed by the District.

B. Weed Control

1. A complete broadleaf herbicide treatment shall be applied when needed and time is appropriate. Contractor shall recommend which areas should receive herbicide treatment and notify the District when treatment is planned.
2. Throughout the growing season weed control in native areas shall be performed using spot treatment methods.
3. Herbicides shall be applied by a licensed applicator or under direct supervision of a licensed applicator. Contractor shall be liable for any damages caused by spraying.
4. Do not spray in windy weather! Use extra caution when spraying chemicals to prevent overspray onto desired plant material.
5. Contractor shall provide the District information on all chemicals to be applied, including MSDS.
6. Chemical treatments of weeds within four feet of fence lines, occupied residential lots, and planting beds shall be performed using a hand sprayer or backpack sprayer to minimize the risk of overspray.

C. Overseeding and Reseeding

1. When directed by the District, reseeding areas shall be accomplished using a broadcast method.
2. Contractor shall provide pricing when requested by the District.
3. Hydromulching shall be required only when specifically requested by the District. Hydromulch and tackifier shall be applied at a rate of 2,000 lbs. per acre.
4. Reseeding and overseeding shall occur during mid to late May or as directed by the District.
5. Broadcast rates:
 - a. Dryland seed – 30 lbs. of pure live seed per acre
 - b. Wetland Seed – 14 lbs. of pure live seed per acre

IV. Tree Maintenance

A. Pruning

1. The following will be used as guidelines for pruning maintenance on trees. Pruning will be performed during early spring/late winter. Pruning in this agreement will be initiated for the following:
 - a. Plants too close to a building, walkway, fence, power line or any tree limiting visibility shall be pruned appropriately to reduce any obstructing branches.
 - b. Removal of diseased or insect infested or weak growth portions of the tree or plant.
 - c. Pruning to remove storm damage or other mechanical injury.
 - d. Pruning to shape or remove excess unwanted growth or winter die back.
 - e. Prune trees to select and develop permanent scaffold branches that are that are smaller diameter than the trunk; to eliminate narrow V-shaped branch forks that lack strength; to reduce toppling and wind damage by thinning out crown; to maintain

growth within space limitations; to maintain a natural appearance; to balance crown with roots.

- f. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees that constitute health or safety concerns shall be pruned at any time of year.
 - g. Coniferous trees shall be thinned out and shaped when necessary to prevent wind and storm damage.
2. Pruning for general cleanup of trees is required in the late winter/early spring prior to activating the irrigation system for the season.
 3. Pruning specified as "normal maintenance" shall include trees and tree limbs that are up to twelve (12) feet tall using conventional pruning tools.
 4. Contractor shall immediately notify PCGI concerning trees which may present a threat to public safety.
 5. Contractor is not responsible to repair or replace any plant material damaged or killed by vandalism or extreme conditions beyond the contractor's control, as reasonably determined by the District's Representative. Plant material damaged or killed by Contractor's actions or neglect will be replaced at the Contractor's expense.
 6. All pruning will be performed by qualified personnel and may require supervision by a certified arborist if requested by the District.
 - a. Final cuts on branch removal must be made just outside the flare of the branch base, not flush with the tree trunk.
 - b. Damaged, dead or dying trees and shrubs will only be removed upon the District's approval.

B. Care of Wounds

1. The Contractor must take prompt action to repair any injuries that occur to plants and immediately initiate the repair. Repairs will be completed only by competent employees trained and familiar with repair techniques.
2. Storm or severe wind injury must be addressed immediately after any storm to determine the extent of any plant related injuries.

3. Bark may also be destroyed by animals, sunscald, mowers, or vandalism. The Contractor shall treat all bark injuries according to current industry standards.
4. Tree paint shall not be used to treat wounds.

C. Tree Wrap

1. For newer deciduous trees with up to 4" trunk diameter, tree wrap shall be applied from November 15th to April 15th of each year. Tree wrap may be applied earlier or left on later based on weather conditions.
2. Wrap shall be applied from the ground to the first major branch. Secure by using staples or using jute. Do not use electrical tape or duct tape.
3. Use a commercially available tree wrap.

D. Fertilization

1. Fertilize trees and shrubs with a slow release fertilizer at the beginning of every spring. Apply at a rate of 6 oz. per 100 s.f. from the base of the trunk out to a three ft. radius.
2. If trees exhibit iron chlorosis, provide foliar fertilization with chelated iron. Cost of foliar fertilization is part of this contract. Avoid and immediately remove any fertilizer that comes in contact with stainable surfaces including sidewalks, pavers, planter walls, rock mulch, signage, lights, and all concrete surfaces.

E. Pesticide Application

1. All pesticides shall be applied by a licensed professional only.
2. Any spray application shall be timed properly in order to minimize damage and maximize chemical effectiveness.
3. All plant and tree material shall be inspected monthly for signs that may require the use of a pesticide. Contractor shall inform the District, in writing, of any activity and recommend solutions to mitigate along with pricing to do so.

4. Prior to any treatment the contractor shall submit manufacturer data sheets for each chemical (pesticide) intended for use. Submittal shall also include a statement about the plant signs or symptoms identified that justify the spraying.

F. Mulching

1. Mulched tree rings will be properly maintained to industry standards.
2. Additional mulch may be added after approval from the District.

G. Tree Stakes

1. Occasionally existing trees may need to be staked to help with deformation or stabilization.
2. Any staking for existing trees shall be done at a mutually agreed upon price, submitted in writing for review and approval.

V. Planting Bed Care

A. Pruning

1. Prune shrubs and flowers to maintain a natural appearance.
2. Cut back ornamental grasses to $\frac{1}{4}$ of their mature height in early spring.
3. Cut back herbaceous perennials to the ground in early spring.
4. Prune all dead, diseased and dying branches.
5. Prune all uncharacteristic branches that detract from the shrub's overall form.
6. Prune flowering shrubs within two weeks after flowering has ended to prevent pruning of future flower buds.
7. Prune ground cover to maintain a natural appearance and to prevent ground cover from climbing shrubs.
8. Cut back bulbs after foliage has turned yellow and is beginning to fall off.
9. Prune shrubs that are too close to buildings, sidewalks, fences, power lines or any tree that is limiting visibility.

10. Prune excess unwanted growth or winter die back.
11. Renewal pruning shall be performed during the dormant season. Cut back any shrubs that are leggy, lacking foliage in the lower half or are non-flowering.
12. Contractor shall thin shrubs and remove the old canes (canes over four years old) each winter.
13. Contractor shall head back isolated shoots which may cause the plant to become out of balance. Prune to the base of the branch or crotch.

B. Fertilization

1. Fertilize all planting beds with a slow release 18-7-10 formulation in April before irrigation systems are turned on.
2. Use a broadcast method for application at a rate of 6 oz/1,000 s.f.

C. Perennial and Bulb Maintenance

1. In the spring divide perennials when they become overly crowded.
2. Relocate divisions to bare areas, do not overly thin.

D. Mulching

1. Maintain mulch areas to depth of three (3) inches.
2. Additional mulch may be added after approval from the District.

E. Weeding

1. Weeds must be controlled at the highest level.
2. Spot control weeds at a minimum of once per month using chemical and/or mechanical means.
3. Do not spray in windy weather. Use extra caution to prevent overspray of chemicals onto desired plant material.
4. Mechanical means of weed removal is the preferred method.

5. After spraying weeds, remove any dead material immediately so as not to create unnecessary debris.

VI. Plant and Tree Replacements

A. Plants

1. All identified dead plant material shall be removed immediately. Contractor shall note in maintenance logs all removed plant material. Cost to remove dead plant material is included in this agreement. Replacements shall occur only as directed by the District.
2. If replacement becomes necessary, unit pricing provided with this contract shall be used to provide a cost. Contractor shall provide an invoice for all replacements.
3. All replacements will be made with like size, quality plant material unless otherwise directed by the District.
4. All replacements shall be affixed with an inconspicuous tag showing the date the plant material was installed. This tag may be removed after the warranty period has ended.

B. Trees

1. All dead trees will be removed at the direction of the District. If replacement becomes necessary, unit pricing provided with this contract shall be used to provide costs.
2. All tree replacements will be made with like size, quality trees unless otherwise directed by the District.
3. All replacement trees shall be affixed with an inconspicuous tag showing date of install. After expiration of the warranty period for the tree, the tag shall be removed.
4. All newly planted trees shall be staked until the District deems it appropriate to remove them. Contractor shall be responsible for monitoring new trees and notifying the District when Contractor believes it is time to remove the stakes.

VII. Noxious Weed Control

- A. Remove all noxious weeds, as defined by the State of Colorado, from all landscaped areas along with all native areas within District boundaries.
- B. Contractor shall spray an approved broadleaf herbicide by May 15th and October 1st. Additional spot applications shall be done as needed on a time and material basis per contract documents.

VIII. Disease and Insect Control

- A. Inspect all landscape areas weekly during growing season for signs of insect or disease infestation.
- B. Apply seasonal applications as necessary to protect plant material.
- C. Spot treat areas as needed to maintain healthy growing plant material.
- D. Do not apply airborne insecticides or pesticides when unprotected people or animals may be present or affected. Never apply when winds are present.
- E. Protect all trees, shrubs, and ground covers from overspray that may be detrimental to the health of the plant material.
- F. Notify the District if extensive spraying is required and pricing to do so.

IX. Pest Control

Contractor shall report to the District the existence of any pests damaging or interfering with the landscaping or irrigation systems, including but not limited to, prairie dogs, voles, and porcupines. The District shall contact a pest control contractor to mitigate the problem if deemed necessary.

X. Standard Winter Services

- A. All landscape areas should be patrolled monthly for trash and debris.
- B. Remove (all leaves/excess leaves) from fall leaf drop in landscape areas.
- C. Contractor shall monitor all landscape areas to determine if there is a need for winter watering, tree wrapping, or special pruning due to storm damage.

- D. Contractor shall perform soil moisture assessments on a semi-monthly basis and provide a report to the District.
- E. All trees and shrubs shall be winter watered using a needle type root feeder and other plant material hand watered as required throughout the offseason months when the irrigation system is turned off.
- F. The irrigation system will not be used for wintering watering.

XI. Irrigation System

A. Irrigation Management

1. Contractor shall monitor, adjust and maintain all irrigation zones, sprinkler heads, valves, pipes, and controllers. Minor adjustments, which are part of this contract, include head leveling, nozzle cleaning, and adjusting radius and height of sprinkler heads; leveling irrigation valve boxes with height of turf and making sure lids are accessible.
2. Contractor will notify the District, in writing, of any damage or malfunction to the irrigation system immediately. Should it be determined that the damage is cause of negligence by the Contractor, Contractor shall pay for cost of repair. Cost may be paid directly by Contractor or be deducted by the District from payments due to Contractor.
3. Contractor shall provide pricing to the District for any major repairs or adjustments, when needed. Once approved by the District, Contractor will complete the repairs and/or adjustments in a prompt timely manner.
4. Contractor shall provide a list of company personnel that are to be notified in the event of problems with the irrigation system in areas they are responsible to maintain.
5. Irrigation contractors sharing central control timers or any part of an irrigation system with other contractors are requested to notify the District anytime they observe irrigation problems in areas that they do not maintain.
6. Contractor shall be responsible for providing annual irrigation back flow testing and will provide pricing per back flow.

B. Irrigation Winterization

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

1. Shut down and lock off, if possible, all water sources into the irrigation system then blow the system clear of water using compressed air admitted into the piping at a quick coupling valve or hose bib located at the highest point of the system. Slowly increase the air pressure into the system to a maximum of 80 psi. Do not blast air into the system!
2. Activate individual zones to expel any water in lateral lines. Activate zones at higher elevations first then proceed to the zones at lower elevations. Proceed through all zones twice.
3. Open hose bib or drain valve at the lowest elevations on the mainline after all zones have been cleared. Allow all water in mainline to be expelled before removing air compressor. Leave all ball valves in the mainline open to a quarter turn for the winter season until it's time to start-up the system in the spring. This includes all ball valves that are part of the backflow preventer assembly. This is done to help prevent any freeze damage from any water that may remain in the system.
4. The air compressor used to winterize the system must have an engine separate from the compressor tanks to prevent high temperature air from being injected directly into PVC piping.
5. Deactivate or suspend all irrigation controllers where applicable to prevent solenoid activation while no water is in the system. Do not disconnect power so that winter communication diagnostics can be performed when applicable.
6. Notify District in writing within three (3) working days of completed winterization.

C. Irrigation Startup

1. Due to seasonal progression, when deemed appropriate by Contractor and District, the irrigation system will be activated and thoroughly

inspected before beginning operations for the watering season (typical activation will occur in mid-April).

2. Any equipment that fails testing during startup must be noted and described in writing by the Contractor and emailed to the District. Any necessary repairs must be approved by the District in writing prior to beginning work. Any repairs needed due to neglect of the Contractor will be repaired by Contractor at no cost to the District.
3. To initially fill the irrigation mainline, Contractor shall set the first ball valve after the backflow to only a half open position until main line is fully pressurized. This is done to help prevent “water hammer” to the mainline and damage to components. Once main line is fully pressurized the ball valve can be set to the fully open position.
4. Contractor shall be responsible for testing backflows at the beginning of every season and providing results to the proper municipalities and authorities.

D. Irrigation Control System

1. The District has in place a computerized centrally controlled irrigation management system. This system monitors water flow, weather conditions, and controller status and automatically calculates run times for each irrigation zone under its control. The purpose of this system is to conserve water and control operating costs.
2. Contractor shall oversee the programming, maintenance, and reporting activities related to the District’s irrigation control system. Contractor will work with the District to identify and meet reduced water consumption goals.
3. Contractor is responsible to program the system then monitor and manage increases or decreases in irrigation requirements for specific irrigated areas. Contractor will determine the best method for making watering adjustments and determine if scheduling changes have achieved desired results. Failure to make changes in watering duration and schedules when water adjustments need to be made will be considered a failure to monitor the condition of the landscape.
4. Contractor is responsible to maintain the system by monitoring and identifying repairs and/or upgrades to specific irrigation components based on data and reports generated by the control system. Contractor

will record malfunctions in the control equipment and communicate with the District to implement alternative irrigation methods to preserve the landscape. Contractor shall notify the District of problems with the irrigation system, provide a detailed explanation of recommended repairs, and promptly coordinate repairs when approved by the District.

5. Contractor is responsible for providing the District with system updates in a monthly report.

XII. Hardscapes and General Site Maintenance

A. Sidewalks

Sidewalks shall be maintained to be free and clear of any debris, trash, obstacles, or other safety hazards at all times. Sidewalks should be observed regularly for any cosmetic or safety issues to be reported. All crack weeds in sidewalk, curbs, and gutters, shall be controlled by chemical, mechanical, or manual means.

B. Litter Removal and Site Clean-up

A general cleanup program will be performed weekly as part of Contractor's maintenance visits. The cleanup program shall involve policing of all maintained areas for removal of litter, trash, bottles, cans, cigarette butts, leaves, tumbleweeds, and all other debris. A complete sweeping or blowing of parking lots, parkways, park shelters, roadways, curbs, gutters, drains, sidewalks, and trails to remove any debris, dirt, or grass clippings will also be performed. All debris and trash shall be disposed of offsite. Contractor will be responsible for removal and disposal offsite of any wildlife carcass throughout district property. Any graffiti or other types of vandalism shall be reported to the District.

C. Weed Control

All parking lots, roadways, parkways, streetscapes, curbs, gutters, sidewalks, and trails shall be maintained to control and strive to elimination by chemical or mechanical means on a monthly basis.

D. Dog Stations

All dog stations shall be in proper working order, emptied, stocked, and maintained on a weekly basis depending on season/usage by the contractor. Weed and litter control within any designated district dog parks will be performed by Contractor.

E. Playgrounds

All playground areas shall be kept clean and clear of litter, trash, and other debris. Weed control shall also be performed in any playground areas. Any noticeable hazards or damage to playground equipment shall be reported immediately to District management.

F. Drinking fountains

All drinking fountains within the district shall be turned on, maintained, repaired, and winterized by the Contractor.

G. Trash Receptacles

All trash receptacles on district-maintained property should be emptied and liner replaced on a weekly basis according to district standards. Cans will be provided by the District.

H. Bus Stop Areas

All bus stop areas shall be kept clean and clear of all litter and debris. Any bus stop structures shall be installed, maintained, and repaired by the Contractor.

I. Trails and Walking Path Maintenance

Contractor shall be responsible for maintaining trails and walking paths to include litter and leaf debris removal. Weed and vegetation control within 3 feet of the trails and/or pathways shall also be the responsibility of the Contractor. Beauty bands to be cut at 36" wide along any sidewalks, trails, paths next to native grass areas. Gravel and/or fine crushed rock shall be added to trails as needed.

J. Weather/Storm Cleanup

Contractor will be responsible for any cleanup necessary as the result a major storm, snowstorm, ice storm, hailstorm, wind damage, and any other weather-related debris. Will provide hourly rate for storm clean-up work.

K. Landscape Lighting

Any lighting within landscape bed or turf shall be maintained by separate electrical contractor unless otherwise specified. Any issues observed with lighting should be reported to District management.