

**WORK ORDER #2024-02**  
**TO MASTER SERVICES AGREEMENT, DATED January 1, 2023**

This Work Order is made and entered into this **1<sup>st</sup> day of January, 2024**, by and between **VDW METROPOLITAN DISTRICT**, (the “District”), and **ENVIRONMENTAL DESIGNS, 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: **VDW 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 \$65,012.50**, 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, 2024.**

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 **1<sup>st</sup> day of January, 2024.**

**VDW METROPOLITAN DISTRICT:**

DocuSigned by:  
*Bryan Newby*  
3ADFFD0F6D30431...

By: Bryan Newby

Its: District Manager

**ENVIRONMENTAL DESIGNS, INC.:**

DocuSigned by:  
*Chason Geister*  
9E6C4A42E7F24D3...

By: Chason Geister

Its: North Branch Manager

**EXHIBIT A-1 TO WORK ORDER #2024-02**  
**SCOPE OF SERVICES AND PAYMENT FOR SERVICES**



# ENVIRONMENTAL DESIGNS, LLC

DENVER METRO  
(303) 287-9113  
12511 E. 112TH AVE.  
BRIGHTON, CO 80640

NORTHERN COLORADO  
(970) 237-6225  
3950 PATTON AVE.  
LOVELAND, CO 80538

CASTLE ROCK  
(303) 814-6070  
3128 INDUSTRIAL WAY  
CASTLE ROCK, CO 80109

WWW.ENVIRONMENTALDESIGNS.COM

## LANDSCAPE MAINTENANCE AGREEMENT

EDLLC Contact: Adam Cole  
Project Name: VDW  
Project Address 550 W. Eisenhower Blvd, Loveland, CO 80537

Proposal #: 111549  
Effective Date: January 1, 2024  
Termination Date: December 31, 2024

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 1/1/2024 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and VDW (the "Client"). The Client and Contractor agree as follows:

### 1. SCOPE OF WORK

- A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.
- B. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in this Agreement.

### 2. GENERAL PROVISIONS

- A. The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.
- B. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the offering party receives notice of acceptance within ten (10) calendar days of the date of this contract. If accepted, this document shall become a contract between Client and Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between Client and Contractor.
- C. This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.

### 3. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.
- B. Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due and payable on termination date.
- C. In the event that Contractor cannot secure an adequate labor force to perform the work as outline within this agreement, at the sole discretion of Contractor, Contractor may cancel this agreement without penalty from Client subject to notification as outlined above.
- D. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, Inc. reserves the right to suspend services until the account is made current without any breach of contract.

### 4. INSURANCE

- A. The Contractor shall at all times be covered by adequate liability and workers compensation insurance. The Contractor shall provide proof of coverage to the client prior to work being performed.



## EXHIBIT A Scope of Services (the "Work")

|   |                                      |    |
|---|--------------------------------------|----|
| Weekly Services   | Frequency included in this Agreement | 26 |
| <p>Weekly Services shall include the weekly monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-monthly from April to October.</p> <p>The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.</p> <p><b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b></p> |                                      |    |
| Aeration - Spring   | Frequency included in this Agreement | 1  |
| <p>A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.</p>  |                                      |    |
| Fertilization - Spring Turf   | Frequency included in this Agreement | 1  |
| <p>Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas. Thus, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.</p>  |                                      |    |
| Fertilization - Summer Turf   | Frequency included in this Agreement | 1  |
| <p>Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.</p>   |                                      |    |
| Fertilization - Fall Turf   | Frequency included in this Agreement | 1  |
| <p>Fall Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system going into winter.</p>   |                                      |    |
| Spring Leaf & Debris Clean-up   | Frequency included in this Agreement | 1  |
| <p>Spring Leaf &amp; Debris Clean-up consists of the cleaning of any leftover leaves, bed maintenance, and edging along sidewalks and hardscape as needed.</p>  |                                      |    |
| Fall Leaf & Debris Clean-up   | Frequency included in this Agreement | 1  |
| <p>Fall Leaf and Debris Clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the property. All leaves and debris will be disposed of off site.</p>   |                                      |    |
| Fall Leaf & Debris Clean-up - Round 2   | Frequency included in this Agreement | 1  |
| <p>Additional Leaf and Debris Clean-ups will allow for multiple visits to rake, blow, and remove leaves and debris from the property. All leaves and debris will be disposed of off site.</p>   |                                      |    |
| Prune / Cutback Grasses & Perennials  | Frequency included in this Agreement | 1  |
| <p>Prune / Cutback Grasses &amp; Perennials includes the late winter or early spring cutting of the Ornamental Grasses and Perennials to promote healthy growth in the next growing season.</p>   |                                      |    |
| Prune Trees & Shrubs  | Frequency included in this Agreement | 1  |
| <p>This service includes the one-time pruning of all shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) on site at the appropriate time during the growing season to accommodate normal growing habits. This includes the removal of nuisance growth and site restrictions. Large tree trimming and removal, rejuvenation pruning, full removal of dead and/or dying branches &amp; limbs, and other major pruning projects are available upon request under separate bid.</p>   |                                      |    |

## EXHIBIT A Scope of Services (the "Work")

|  |                                      |   |
|--|--------------------------------------|---|
| Hand Prune Junipers (Winter)   | Frequency included in this Agreement | 1 |
| This service includes one additional round of selective pruning of nuisance growth and site restriction on shrubs and ornamental trees (up to 12' in height and branches 2" or less in diameter) during the winter months.   |                                      |   |
| Pruning / Deadhead Roses   | Frequency included in this Agreement | 1 |
| This service includes the hand pruning and deadheading of roses on site.   |                                      |   |
| Irrigation Activation  | Frequency included in this Agreement | 1 |
| This service includes the activation of the irrigation system and a full system check. If any repairs are necessary to complete the activation of the irrigation system, a proposal for said repairs will be delivered for approval. Any delay in approving Spring Activation Repairs may result in a delay in fully activating the irrigation system.   |                                      |   |
| Irrigation Checks  | Frequency included in this Agreement | 7 |
| This service includes a full system check as necessary up to seven times during the growing season. This service includes checking the entire system for proper operation, the minor adjustment of irrigation heads, clearing plugged nozzles, and Irrigation Timer adjustments. In the event of a non-operable condition not caused by the Contractor's Mowing Operations, any irrigation system repairs necessary will be corrected and billed at \$80.00 per man hour plus materials and machine if necessary. This includes raising and lowering irrigation heads, clearing of plugged lines, replacement of broken or missing irrigation heads, redesign work, additions, valve locating, Irrigation Timer repairs and replacements, toning or tracing wires, and anything that requires digging or excavation. |                                      |   |
| Contractor provides 24-Hour Emergency Service with a two hour minimum billed as outlined above.  |                                      |   |
| Irrigation Winterization   | Frequency included in this Agreement | 1 |
| This service includes a fully system shutdown and Winterization.   |                                      |   |
| Pre-Emergent Application-Beds/Parking  | Frequency included in this Agreement | 1 |
| This service includes the spraying of a Pre-Emergent Weed Control Pesticide on all beds and cracks in the adjacent walks and parking areas.  |                                      |   |
| The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.   |                                      |   |
| <b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b>  |                                      |   |
| Broadleaf Application Round 1  | Frequency included in this Agreement | 1 |
| This service includes one broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas.   |                                      |   |
| The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.   |                                      |   |
| <b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b>  |                                      |   |
| Broadleaf And Crabgrass Application  | Frequency included in this Agreement | 1 |
| This service includes one spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.  |                                      |   |
| The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.   |                                      |   |
| <b>Commercial Applicators are licensed by the Colorado Department of Agriculture.</b>  |                                      |   |

## EXHIBIT A Scope of Services (the "Work")

Broadleaf Application Round 3 Frequency included in this Agreement 1

This service includes one additional spot spray or full broadcast application of a Selective Post-Emergent Weed Control Pesticide to all turf areas as needed.

The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.

**Commercial Applicators are licensed by the Colorado Department of Agriculture.**

Winter Services Frequency included in this Agreement 24

Winter Services are included under this agreement and shall consist of a weekly policing of the property for removal of loose trash & debris.

### Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.

**VDW - O&M Map**  
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 Preview

- Retention Pond
- Bed area NE of entrance sou...
- Pump house landscaping
- Tree Lawn Mountain Lion an...
- Tree Lawn Sculptor and Mou...
- Tree Lawn Sculptor
- Tree Lawn North Side of The ...

ROW Areas

Irrigation Controllers

**Individual styles**

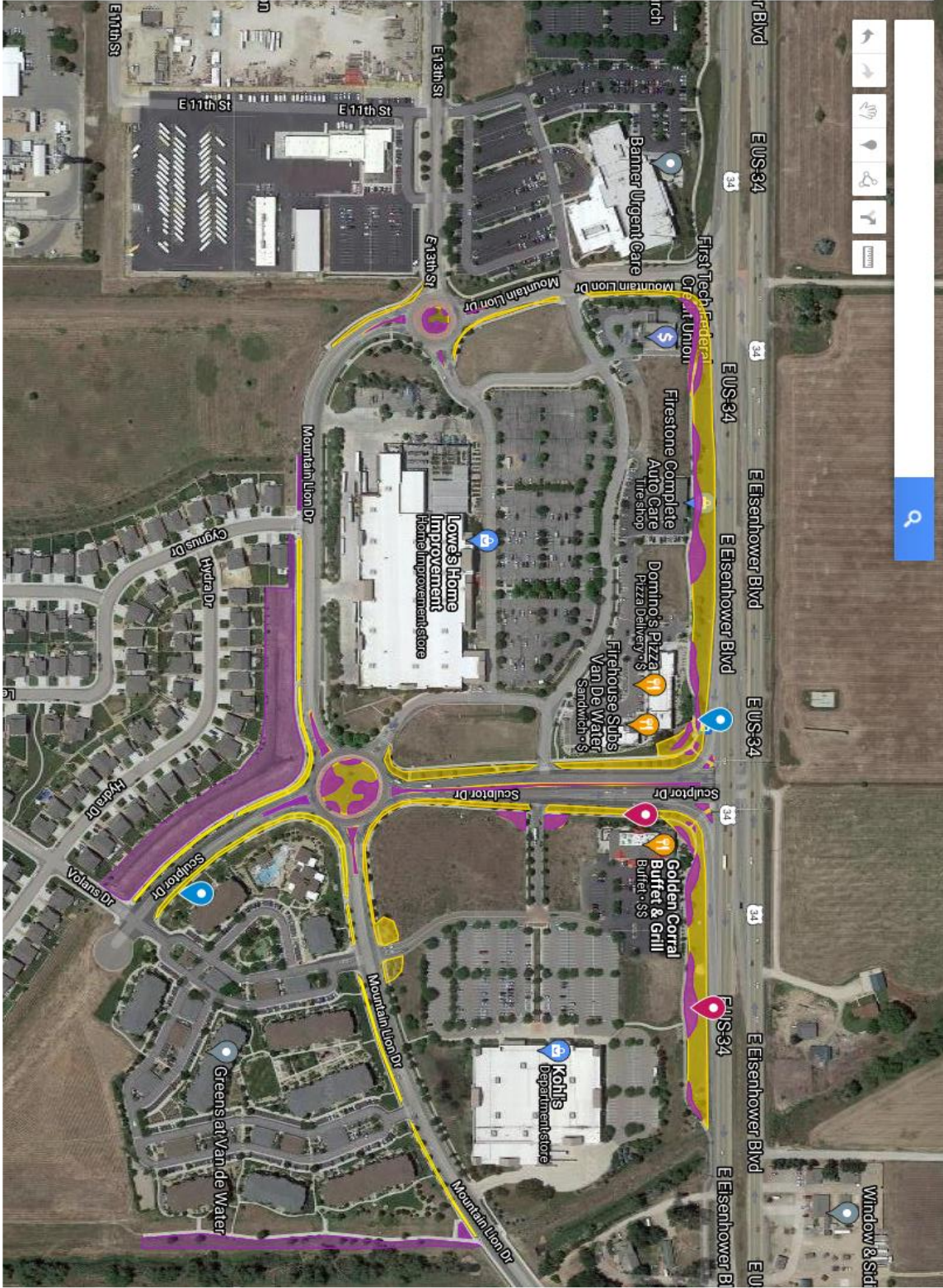
- Controller 1
- Controller 2
- Controller 3
- Controller 4
- electrical box
- Possible power from sign ar...

VDW - Storm

Beds

**Individual styles**

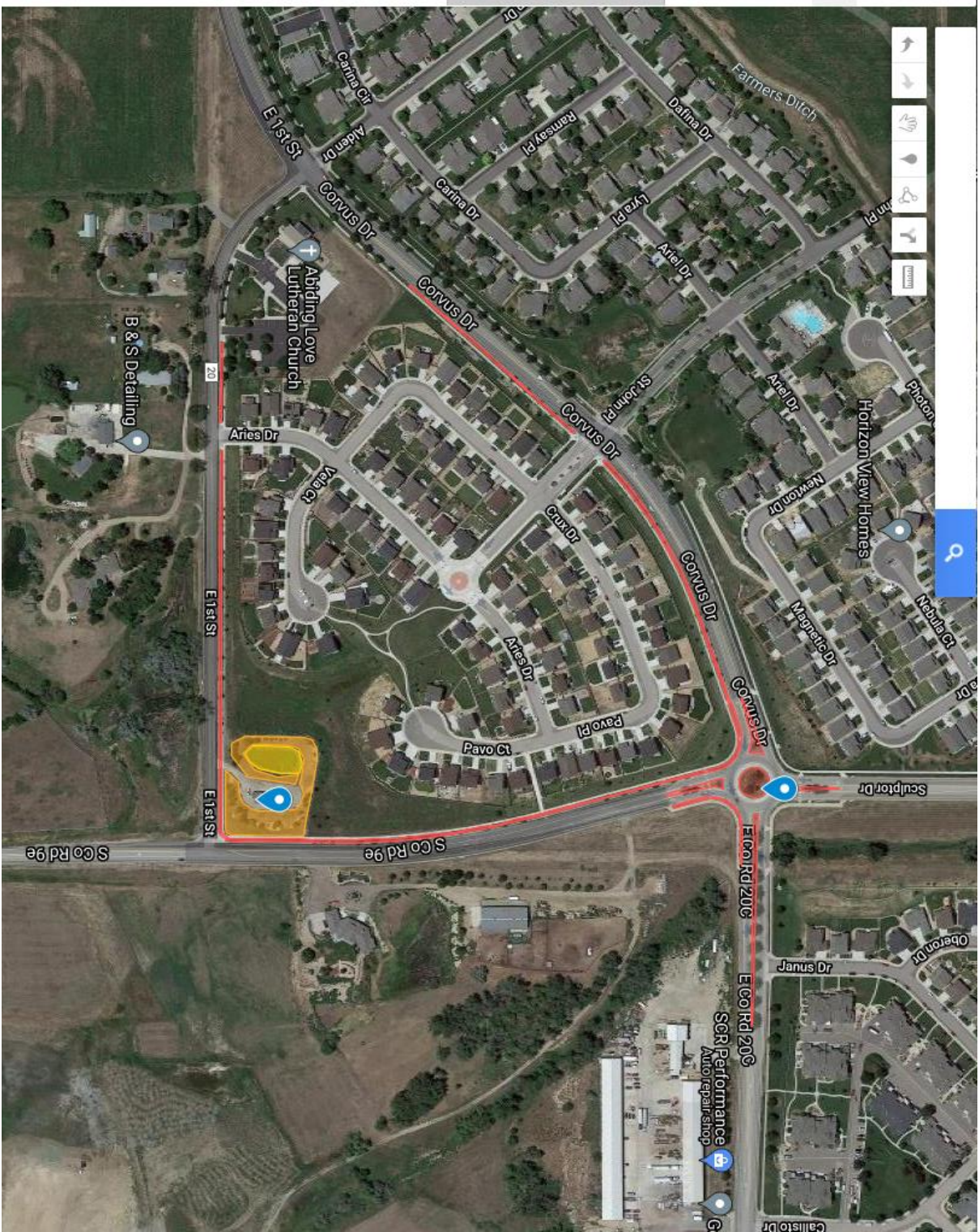
- Hwy 34 Bed
- Hwy 34 Bed
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**VDW - O&M Map**  
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- 🚩 SE Island Eisenhower and Sc...
- 🚩 SW Island Eisenhower and S...
- 🚩 Landscape along Eisenhower...
- 🚩 Tree Lawn NE of RAB on Mo...
- 🚩 Porkchop Island north of RA...
- 🚩 RAB Island on Mountain Lio...
- 🚩 Porkchop Island east of RAB...
- 🚩 SW side of Mountain Lion so...
- 🚩 Porkchop Island south of RA...
- 🚩 Tree Lawn Corvus and S CR9e
- 🚩 Tree Lawn on E 1st
- 🚩 Tree Lawn on Corvus
- 🚩 Porkchop Island west of RAB...
- 🚩 RAB at Corvus and Sculptor
- 🚩 Porkchop south of RAB at C...
- 🚩 Tree Lawn SE of RAB at Corv...
- 🚩 Median Island east of RAB at...
- 🚩 Porkchop Island north of RA...
- 🚩 Bed south of entrance south ...
- 🚩 Bed north of entrance south ...
- 🚩 Detention Pond
- 🚩 Bed area NE of entrance sou...
- 🚩 Pump house landscaping
- 🚩 Tree Lawn Mountain Lion an...
- 🚩 Tree Lawn Sculptor and Mou...
- 🚩 Tree Lawn Sculptor
- 🚩 Tree Lawn North Side of The ...



“Attachment A”

# VDW METROPOLITAN DISTRICT

EXTERIOR LANDSCAPE MAINTENANCE  
SPECIFICATIONS & CONTRACT

EXTERIOR LANDSCAPE MAINTENANCE  
SPECIFICATIONS & CONTRACT

VDW METROPOLITAN DISTRICT

*District Manager:*

PINNACLE CONSULTING GROUP, INC.

*Owner:*

VDW METROPOLITAN DISTRICT NO. 1

OLM, INC.  
ORNAMENTAL LANDSCAPE MANAGEMENT  
KENNESAW, GA

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Kennesaw, Georgia

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# BID PACKAGE

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# REQUEST FOR PROPOSAL

## EXTERIOR LANDSCAPE MAINTENANCE

### 1.1 Introduction

This Request for Proposal ("RFP") is issued by Pinnacle Consulting Group, Inc. ("District Manager") to solicit competitive proposals for Exterior Landscape Maintenance of Centerra in Loveland, Colorado. The RFP includes complete bidder's instructions, a detailed scope of work, proposal bid forms and the Exterior Landscape Maintenance Service Agreement ("Service Agreement").

### 1.2 Service Agreement Term

District Manager and the selected Landscape Maintenance Contractor ("Contractor") will execute a Service Agreement for a term of one (1) year with a two-year renewal option. Upon expiration of the current term, Contractor shall perform the services on a month-to-month basis until either Party has provided the other Party written notice of its election to renew or terminate the Contract.

### 1.3 Bidder Instructions

Sealed proposals are invited for all work as defined, suggested, or implied in the attached Service Agreement entitled "CENTERRA Exterior Landscape Maintenance Service Agreement", in Loveland, Colorado, prepared by OLM, INC., 975 Cobb Place Blvd., Suite 304, Kennesaw, GA 30144, as well as any addenda issued to Bidders prior to the submission of proposals.

This RFP does not guarantee that a Service Agreement will be awarded. The District Manager reserves the exclusive right to reject any or all proposals, in whole or in part, that it deems to be in the best interest of the District Manager, and to waive any formalities or technicalities in any proposal received. The District Manager reserves the right to request modification of any or all proposals. The District Manager does not represent that it intends to accept the lowest price bid; award will be made to the lowest price Bidder that District Manager deems to be most qualified, taking into account several criteria. The District Manager reserves the right to award by items, groups of items, or total bid.

Proposals may be held by the District Manager for a period not to exceed 90 days from the date of submittal for the purposes of reviewing the proposals and investigating the qualifications of the Bidders, prior to executing the Landscape Maintenance Service Agreement.

### 1.4 Proposal Preparation

This RFP includes a complete set of Proposal Bid Forms (see Exhibit "B" of the Service Agreement) which are for the convenience of the Bidders and are to be filled out and executed completely.

Failure to supply any requested information may result in disqualification. The District Manager reserves the right to request additional information if clarification is needed.

## 1.5 Proposal Delivery

All proposals are CONFIDENTIAL. Proposals will be received by the OLM, Inc. no later than 11:00 am EST on \_\_\_\_\_ at which time all proposals shall be privately opened. Please submit bids to:

**OLM, INC.**  
**975 Cobb Place Blvd.**  
**Suite 304**  
**Kennesaw, Georgia 30144**  
**Attn: Mr. Steve Brown**  
**E-mail: [sbrown@olminc.com](mailto:sbrown@olminc.com)**

*OLM, Inc. normal office hours are 8:00 a.m. to 4:00 p.m eastern standard/savings time. There is a drop-off slot in the door for dropping off packages during lunch hour and before or after normal business hours.*

Proposals may be submitted either as a hard copy OR by e-mail. If sending a hard copy, all completed Proposal Bid Forms and Addenda shall be submitted in a sealed opaque envelope which states on the outside: "SEALED PROPOSAL FOR THE EXTERIOR LANDSCAPE MAINTENANCE OF CENTERRA." Proposals communicated via e-mail should only include section IV of this package. Proposals communicated by Bidders orally will be rejected.

No proposals will be accepted after the above stated time. Submission extensions will not be allowed unless expressly stated in writing by OLM, INC. ("Landscape Maintenance Consultant") or District Manager.

## 1.6 Opening Proposals

All proposals received prior to the scheduled opening time will be securely kept until the time and date stated above for opening the proposals at which time all proposals will be privately opened.

## 1.7 Interpretation and Addenda

No oral interpretations will be made to any Bidder as to the meaning of the Service Description and Specifications (see Service Agreement – Exhibit "A"). Interpretations, if made, will be written in the form of an addendum and sent to all Bidders on the bid list.

## 1.8 Examination of the Site

Each Bidder is assumed to have visited the site and thoroughly familiarized itself with all conditions pertinent to the work in total as is indicated in the Service Description and Specifications (see Service Agreement – Exhibit "A"). No additional compensation nor relief from any obligations of the Service Agreement will be granted because of lack of knowledge of the site or conditions under which the work will be performed, i.e., general working conditions, labor requirements, weather conditions, accessibility, condition of the premises, any obstructions, drainage conditions and the actual grades.

## **1.9 Insurability**

Each Bidder shall supply with its proposal, evidence of insurability commensurate with the requirements specified in the Service Agreement (see Article Three – Warranties, Liabilities, Indemnities, Insurance).

## **1.10 Proposal Duration**

The Proposal must be in effect for a minimum of 90 calendar days starting with the day following the Proposal Delivery Date (see Section 1.5, Proposal Delivery). During this time, all provisions of the Proposal must be in effect, including prices.

## **1.11 Pricing Instructions**

Bidders shall submit their price information on the "Summary Bid Form" and the "Itemized Bid Forms" (see Service Agreement - Exhibit "B") with all blank spaces completed. Bidders shall also sign the Summary Bid Form and complete the bidder name and address information.

Each line item price identified on all Itemized Bid Forms (see Service Agreement - Exhibit "B") shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Each line item price shall identify, in each case, the amount which is to be added or deducted from the Total Bid Price amount.

## **1.12 Substitutions**

Bidders will not be allowed to make any substitution(s) in materials, quantities or frequencies during the bid process. Bidders shall complete the Summary Bid Form and Itemized Bid Forms (see Service Agreement – Exhibit "B") using the quantities identified.

## **1.13 Price Guarantee**

Contractor agrees that its pricing to the District Manager shall not increase throughout the term of this Service Agreement.

## **1.14 Contractor Resume**

Each Bidder shall submit with its proposal a complete resume of experience and qualifications. The information shall include at least the following: years the Bidder's company has been in business, customer references for comparable jobs, number of years maintaining property, their completed size and approximate dollar value.

## **1.15 Signature and Legibility**

The name, address and signature of the Bidder and the price information shall be clearly and legibly written on the Summary Bid Forms and Itemized Bid Forms (see Service Agreement - Exhibit "B") and Bidder's Proposal shall be signed by a person legally authorized to bind the Bidder to a contract only on submitted hard copies. Electronically submitted bid Proposal Forms shall have all information completed but written signature will not be required.

**1.16 Inspection of Contractor's Facilities**

District Manager may, upon selecting a Contractor for this work, within ten (10) days send his representative(s) to visit the Contractor's facilities before executing a Service Agreement.

**1.17 Material Quantities**

It is the Contractor's responsibility to confirm all material quantities.

**1.18 Maintenance Personnel Uniforms**

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

**1.19 Maintenance Personnel Behavior**

No smoking in or around the building(s) will be permitted. Rudeness or discourteous acts by Contractor employees towards tenants, guest, management, etc will not be tolerated. No Contractor solicitation of any kind is permitted on property. Contractor may be asked to park in designated areas.

**1.20 Safety**

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

## **EXTERIOR LANDSCAPE MAINTENANCE SERVICE AGREEMENT**

This Service Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the Owner, VDW Metropolitan District ("Owner"), Pinnacle Consulting Group, Inc., ("District Manager"), located at 2725 Rocky Mountain Avenue, Suite 200, Loveland, CO 80538 and \_\_\_\_\_ ("Contractor") located at \_\_\_\_\_, District Manager and Contractor being collectively referred to as the "Parties". District Manager's property to be maintained by Contractor is located in Loveland, CO.

### **ARTICLE ONE - STATEMENT OF INTENT**

Contractor is hereby made aware that the District Manager and the Landscape Maintenance Consultants, OLM, INC., ("Consultant") anticipate that the landscape maintenance at this site shall be of the very highest quality. All work to be performed within the scope of these specifications shall be strictly managed, executed, and performed by experienced personnel.

### **ARTICLE TWO - SCOPE OF WORK**

The Landscape Maintenance Services (as defined in the Service Agreement - Exhibit "A" "Service Description and Specifications") will be performed by the Contractor. These Specifications include the complete care and guarantee, as defined within these specifications, of all planted trees, plants, groundcovers, and lawn areas within the limits of the work area of VDW Metro District, to include Streetscapes located in Loveland, CO.

Contractor shall provide all materials, equipment, and labor required and/or inferred to perform all tasks identified to the specifications and frequencies described in Exhibit "A". Contractor shall pay all federal, state and local taxes, including excise, use and sales taxes.

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

### **ARTICLE THREE - WARRANTIES, LIABILITIES, INDEMNITIES, and INSURANCE**

#### **3.1 Warranties**

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

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

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

### 3.2 **Liabilities**

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

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

Contractor shall list any such items on the Weekly Maintenance Worksheet (Service Agreement – Exhibit “D”) along with recommend solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for the repair of such items.

### 3.3 **Indemnification and Safety**

Contractor shall indemnify and hold harmless District Manager, Owner, its directors, officers, employees, and agents from any and all claims, suits, actions, liabilities, and costs of any kind, including attorney's fees, for personal injury or death or damage to real property or tangible personal property arising from the acts or omissions of the Contractor, its agents, employees, or subcontractors, without limitation, notwithstanding the monetary limits set forth in Section 3.4 below.

Contractor agrees to indemnify and hold District Manager or Owner harmless from claims for injuries or damages from the negligent or willful actions of Contractor's employees, agents, contractors or representatives.

Contractor and District Manager agree to indemnify and hold harmless Consultant, its directors, officers, employees and agents from any and all claims, suits, actions, liabilities, and costs of any kind (including attorney's fees), for personal injury or death or damage to real property or tangible personal property arising out of Contractor or District Manager/and or Owner's failure to identify or resolve a safety issue.

Contractor waives the right to file a mechanic's lien and will indemnify District Manager and any lessee against all claims or liens filed by Contractor or its subcontractors or material suppliers. Indemnity shall include costs and attorney's fees.

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

### 3.4 **Insurance**

Prior to Contractor's performance of any work under this Service Agreement, Contractor shall obtain and maintain in force for the term of this Service Agreement the following insurance coverages at its own expense. Certificates of Insurance must name VDW Metropolitan District No. 1, Pinnacle Consulting Group, Inc., McWhinney, and OLM, Inc. as additional insureds and must evidence the following coverages in at least the following limits:

Worker's Compensation and Employer's Liability for all employees working on the property as required by law.

Comprehensive General Liability, including Contractual and Completed Operations: \$1,000,000 per occurrence and a general aggregate amount of \$2,000,000. Centerra, Pinnacle Consulting Group, Inc., McWhinney, and OLM, Inc. shall be named as additional insureds under General Liability.

Commercial Automobile Liability Insurance: Bodily Injury and Property Damage with a combined single limit of at least \$1,000,000 for each occurrence or claim.

Umbrella or Excess Liability Insurance: \$1,000,000 per occurrence.

Contractor shall furnish satisfactory evidence of the required insurance to District Manager prior to the execution of the Service Agreement. Contractor agrees that no policy may be canceled or materially altered without first giving District Manager 30 days' written notice. All subcontractors or partners of Contractor must comply with the same insurance coverage requirements. Contractor is responsible for the proper instruction for all safety measures for their personnel. Contractor is responsible for insuring that all personnel applying restricted material(s) maintain valid licenses for such work and for insuring that all chemicals (restricted or otherwise) are applied in accordance with manufacturer's recommendations, industry standards, local, state and federal codes.

**ARTICLE FOUR - PAYMENT**

Payments by District Manager to Contractor for work performed shall be based on the dollar amounts described in Categories A and B from the Summary Bid Form, which comprise the Base Payment amount that is paid monthly and described in paragraphs 4.2 and 4.3.

|  |                 |
|--|-----------------|
| Category A – Landscape Maintenance Total                   | \$ _____        |
| Category B – Seasonal Color/Perennial<br>Maintenance Total | \$ _____        |
| Category C – Seasonal Plant Installation Total             | \$ _____        |
| Category D – Mulch Total                                   | \$ _____        |
| Category E – Sentinel Control System Management            | \$ _____        |
| <b>TOTAL CONTRACT PRICE</b>                                | <b>\$ _____</b> |

- 4.1 Payment for Landscape Maintenance (Category A), Seasonal Color/Perennial Maintenance (Category B), and Sentinel Central Control System Management (Category E) from the Summary Bid Form (see Service Agreement – Exhibit “B”), will be based on 12 equal monthly payments.
- 4.2 Contractor shall submit to the District Manager an invoice based upon the unit price schedule for Categories A and B from the Summary Bid Form (Exhibit “B”) and a detailed statement of all services rendered to the District Manager by the Contractor in the preceding month. Within 30 days of receipt of said invoice and statement, the District Manager shall remit to the Contractor seventy-five percent (75%) of the "Base Payment", or \$ \_\_\_\_\_, hereinafter referred to as the "Base Payment Fixed Amount".
- 4.3 In addition to the Base Payment of Categories A and B from the Summary Bid Form, the Contractor may also be entitled to receive a monthly *Performance Payment*<sup>™</sup> of twenty-five percent (25%), or \$ \_\_\_\_\_, hereinafter referred to as the *Performance Payment*<sup>™</sup>. The amount of a *Performance Payment*<sup>™</sup>, if any, shall be determined as follows: The Consultant, the District Manager and the Contractor shall conduct an inspection of the work performed by the Contractor once per month, and the Consultant shall prepare a Landscape Maintenance Inspection Gradesheet (see Service Agreement - Exhibit “C”) based on each inspection. Based upon the *Performance Payment*<sup>™</sup> percentage (described in Article 8.4 "Grade Evaluation/Scoring") for a month, the Contractor may be entitled to a *Performance Payment*<sup>™</sup> for said month based on a score of 87% and above.
- 4.4 Any *Performance Payment*<sup>™</sup> due for a month shall be paid concurrent with the Base Payment for said month. The Consultant will be responsible for scheduling the monthly inspections. The Consultant must be given at least 14 days’ notice to reschedule. All inspections will proceed as scheduled with or without the attendance of the Contractor.
- 4.5 *Performance Payment*<sup>™</sup> is void unless OLM, INC. performs the Monthly Landscape Maintenance Inspection. If Consultant does not perform the monthly landscape maintenance inspection, the Contractor receives full compensation for that month.
- 4.6 Payment for Seasonal Color/Perennial Installation and Mulching, Categories C and D from the Proposal Forms, will be invoiced as the work is completed and approved by Consultant or District Manager.

**ARTICLE FIVE - TERMINATION**

- 5.1 District Manager may terminate the Service Agreement with 30 days written notice with or without cause. Said written notice must be received by the Contractor by Certified Mail. The 30-day notice shall commence on the day of actual receipt of said written notice by Contractor.
- 5.2 Contractor may terminate the Service Agreement with 60 days written notice with or without cause. Said written notice must be received by the District Manager by Certified Mail. The 60-day notice shall commence on the day of actual receipt of said written notice by District Manager.
- 5.3 The table below is to be used in determining the actual dollar amounts owed to either the District Manager or Contractor in the event the Service Agreement is terminated before the end of a 12-month period (assuming a leveled billing system). The percentages apply only to Categories A and B from the Summary Bid Form (Exhibit "B") and are representative of the dollar amount of the actual work performed.

To determine this dollar amount, add each month's percentage between the Service Agreement start date and termination date. Multiply this percentage by the A and B total to determine the amount of actual work done. The difference between this total, compared to the amount actually paid [ $1/12 \times (A+B)$ ], is the amount owed to either the District Manager or the Contractor.

| Mth | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| %   | 2   | 3   | 10  | 12  | 10  | 10  | 10  | 10  | 10  | 12  | 8   | 3   |

Example:

Category A plus Category B from the Service Agreement Summary Bid Form is \$12,000.00. The Service Agreement start date is January 1. The termination date is July 31. The total of the percentages = 58%.  $58\% \times \$12,000 = \$6,960.00$ , which represents the actual work done. The actual amount paid was  $\$1,000.00/\text{month} \times 7 \text{ months} = \$7,000.00$ . Because the actual amount of work done is less than the actual amount paid, the Contractor owes the District Manager or Owner \$40.00.

**ARTICLE SIX – SCHEDULING****6.1 Timing**

Scheduling of maintenance visits will be determined by the District Manager. The District Manager shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled.

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

## **ARTICLE SEVEN – BILLING/ADDITIONAL WORK REQUEST**

### **7.1 Billing**

It is the Contractor's responsibility to inspect and manage the need for the frequencies of the specified items in Exhibit "B". It is also the responsibility of the Contractor to notify the Consultant/District Manager (see Article 4.2) of items performed to ensure they do not exceed the frequencies specified on the Category A and B (Maintenance Itemized Bid Forms – Exhibit "B

Labor unit prices including a per supervised man-hour cost and a per labor hour cost shall be provided for any proposed Contractor work outside the Service Agreement scope that the District Manager requests. Any such work must be approved in writing by the District Manager before it is begun by the Contractor.

When any extra work is performed and the District Manager deems such work entitles compensation beyond the monthly price of maintenance, the Contractor will complete an additional work request showing:

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

## **ARTICLE EIGHT – LANDSCAPE MAINTENANCE INSPECTIONS**

### **8.1 Weekly Inspections**

Contractor is responsible for a weekly inspection of the entire property and for the performance of all items required and referred to in these specifications.

### **8.2 Weekly Maintenance Worksheet**

Contractor is also responsible for notifying the District Manager and the Consultant through the Weekly Maintenance Worksheet (Exhibit "D") of any problems. This worksheet must be left with the District Manager on the day of the maintenance visit and copies must be sent to OLM, INC. on a weekly basis. These forms are very important in protecting both the District Manager and Contractor when discrepancies occur. The Contractor may use its own formatted worksheet form upon approval of the District Manager or Consultant. Any items not called to the attention of the District Manager and Consultant that result in any damage to the property will become the liability of the Contractor.

### 8.3 Monthly Landscape Maintenance Inspection

District Manager and Consultant will perform a monthly site inspection with the Contractor. At that time, the Consultant will compile a list of landscape related items that should be performed before the next site inspection. OLM, INC. will be responsible for scheduling the monthly inspections. OLM, INC. must have no less than a 14-day notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

### 8.4 Grade Evaluation/Scoring

Consultant will be responsible for the graded evaluation of the property. The final grade evaluation will be determined by the timely and quality execution of the Contractor's landscape maintenance functions. Contractor's monthly *Performance Payment*<sup>TM</sup> will be determined by the final score based on the form labeled Sample Landscape Maintenance Inspection Gradesheet (Exhibit "C"). Each item listed on the Inspection Form has a specific amount of points from which deductions may be made for the improper execution of each landscape-related task. Items are not scored if the work is being performed to industry standards.

## ARTICLE NINE - COMPLIANCE WITH LAWS

Contractor shall, at its own expense, obtain all necessary permits and licenses required by any federal, state, county or local codes, laws, ordinances and regulations. Contractor will comply with all applicable state, federal, county and local laws, orders and judicial decisions, including but not limited to, matters regarding occupational health and safety.

## ARTICLE TEN - MISCELLANEOUS

This Service Agreement, together with all Exhibits, shall supersede any and all agreements, both oral and written, between the Parties with respect to the rendering of services by the Contractor for the District Manager.

The invalidity in whole or in part of any provision of this Service Agreement shall not affect the validity of any other provision.

The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach. This Service Agreement shall be governed and construed in accordance with the laws of the State of Colorado.



The terms and provisions of this Service Agreement that by their sense and context are intended to survive the performance thereof by the Parties shall survive the completion of performance and termination of this Service Agreement. This Service Agreement shall not be assigned by the Contractor without prior written consent of the District Manager.

**ARTICLE ELEVEN - SIGNATURES**

Having carefully examined this Service Agreement, as well as the premises and the conditions affecting the work outlined herein, the undersigned Contractor agrees to furnish all services, equipment, labor and materials called for in said documents. The term of this Service Agreement shall begin on \_\_\_\_\_ and expire on \_\_\_\_\_.

The parties hereto signing this Service Agreement hereby represent that each is a duly authorized representative with the express authority to enter into this Service Agreement on behalf of their respective companies.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the day and year first written above.

**VDW METROPOLITAN DISTRICT NO. 1**  
(Owner)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR NAME**  
(Contractor)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT "A"

### SERVICE DESCRIPTION AND SPECIFICATIONS

*The indications for Line Items after each specification correspond to the Landscape Maintenance Itemized Bid Form and Seasonal Plant Maintenance Itemized Bid Form - Exhibit "B" and are to be performed to the frequencies specified*

#### I. FESCUE AND BLUEGRASS TURF MAINTENANCE

##### A. Mowing

Turf shall be cut at a height of two (2) inches to four (4) inches as conditions dictate. No more than one-third (1/3) of the grass blade is to be removed when cutting. Contractor shall be responsible for controlling excessive grass clippings within turf or mulched bed areas. Contractor shall make every effort to minimize grass clippings deposited in lakes and/or retention ponds. *(Line Item: Mow)*

##### B. Edging

Contractor shall be responsible for edging or monofilament trimming along all bedlines bordered with bed edging material. e.g, metal, plastic, concrete borders. **Contractor shall be allowed to use monofilament trimmers when edging any bedlines bordered by bed edging material.** Contractor shall be required to monofilament trim these areas at the same mow height.

**Contractor shall be responsible for edging with metal blade edgers all curbs, walkways and turf bed lines not bordered by bed edging material. Treewells located within Fescue/Bluegrass turf areas shall be edged with metal blade edgers only.** All edged turf areas will have a perpendicular appearance. Angled or beveled hardlines or bedlines are not acceptable. Weed eaters are not to be used in edging. Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging. *(Line Item: Edge Bedlines/Edge Hardlines)*

##### C. Fertilization

Contractor shall have full responsibility of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf. *(Line Item: Turf Fertilization)*

##### D. Insect And Disease Control

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

**E. Water**

Contractor shall be responsible for monitoring moisture levels in irrigated and non-irrigated turf areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to turf that was not reported to the District Manager in writing, and will be responsible for the replacement of said turf. Contractor shall not be responsible for the manual watering of any turf area unless it is under additional warranty. *(Line Item: Irrigation Management)*

**F. Turf Weed Control**

Contractor shall maintain all turf in such a way as to control and strive to eliminate weeds. The program will include pre-emergent, post-emergent, and mechanical weed control methods. *(Line Item: Turf Weed Control)*

**G. Monofilament Trim**

After each mowing operation Contractor shall use a weedeater or similar tool or machine to trim grass and/or weeds that cannot be mowed with larger machinery. Contractor shall be required to monofilament trim these areas at the same mow height. *(Line Item: Monofilament Trim)*

**F. Aeration**

Contractor shall provide price to aerate Fescue/Bluegrass turf areas only. There shall be a minimum of four (4) plugs per square foot, reaching a minimum depth of at least one and one-half (1.5) inches. *(Line Item: Aeration)*

**II. NATIVE GRASS MAINTENANCE****A. Mowing**

Native grass shall be cut at a height of four (4) inches to six (6) inches as conditions dictate. Contractor shall be responsible for controlling excessive grass clippings within native grass or mulched bed areas after each mowing. Contractor shall make every effort to minimize grass clippings deposited in lakes and/or retention ponds. *(Line Item: Mow)*

**B. Edging**

Contractor shall be responsible for edging or monofilament trimming along all bedlines bordered with bed edging material, e.g. metal, plastic, concrete borders. **Contractor shall be allowed to use monofilament trimmers when edging any bedlines bordered by edging material.** Contractor shall be required to monofilament trim these areas as the same mow height.

**Contractor shall be responsible for edging with metal blade edgers all curbs, walkways, native grass bed lines not bordered by edging material. Contractor shall not be required to edge treewells located in native grass areas with metal blade edgers. Contractor shall be required to clean and remove vegetation from around base of trees during each mow. Contractor shall be responsible for taking actions not to damage tree trunks with power equipment when mowing these areas.**

All completed edges will have a perpendicular appearance between native grass and hardlines, and native grass and bedlines. An angled or beveled appearance of hardlines or bedlines is unacceptable. Weedeaters are not to be used in edging. Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging. *(Line Item: Edge Bedlines/Edge Hardlines)*

**C. Water**

Contractor shall be responsible for monitoring moisture levels in irrigated and non-irrigated native grass areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to native grass that was not reported to the District Manager in writing, and will be responsible for the replacement of said native grass. Contractor shall not be responsible for the manual watering of any native grass area unless it is under additional warranty. *(Line Item: Irrigation Management)*

**D. Native Grass Weed Control**

Contractor shall be responsible for two (2) post emerge herbicide applications to native grass areas. Contractor shall strive to control non-desirable vegetation in these areas. *(Line Item: Native Grass Weed Control)*

**E. Monofilament Trim**

After each mowing operation Contractor shall use a weedeater or similar tool or machine to trim grass and/or weeds that cannot be mowed with larger machinery. *(Line Item: Monofilament Trim)*

**III. ENHANCED NATIVE GRASS MAINTENANCE**

**A. Mowing**

Native grass shall be cut at a height of four (4) inches to six (6) inches as conditions dictate. Contractor shall be responsible for controlling excessive grass clippings within native grass or mulched bed areas after each mowing. Contractor shall make every effort to minimize grass clippings deposited in lakes and/or retention ponds. *(Line Item: Mow)*

**B. Edging**

Contractor shall be responsible for edging or monofilament trimming along all bedlines bordered with bed edging material, e.g. metal, plastic, concrete borders. **Contractor shall be allowed to use monofilament trimmers when edging any bedlines bordered by edging material.** Contractor shall be required to monofilament trim these areas as the same mow height.

**Contractor shall be responsible for edging with metal blade edgers all curbs, walkways, native grass bed lines not bordered by edging material. Contractor shall not be required to edge treewells located in native grass areas with metal blade edgers. Contractor shall be required to clean and remove vegetation from around base of trees during each mow. Contractor shall be responsible for taking actions not to damage tree trunks with power equipment when mowing these areas.**

All completed edges will have a perpendicular appearance between native grass and hardlines, and native grass and bedlines. An angled or beveled appearance of hardlines or bedlines is unacceptable. Weedeaters are not to be used in edging. Blowers will be used to clean sidewalks, curbs, and streets of organic material caused by mowing and edging. *(Line Item: Edge Bedlines/Edge Hardlines)*

**C. Water**

Contractor shall be responsible for monitoring moisture levels in irrigated and non-irrigated native grass areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to native grass that was not reported to the District Manager in writing, and will be responsible for the replacement of said native grass. Contractor shall not be responsible for the manual watering of any native grass area unless it is under additional warranty. *(Line Item: Irrigation Management)*

**D. Enhanced Native Grass Weed Control**

Contractor shall be responsible for two (2) post emerge herbicide applications to native grass areas. Contractor shall strive to control non-desirable vegetation in these areas. *(Line Item: Native Grass Weed Control)*

**E. Monofilament Trim**

After each mowing operation Contractor shall use a weedeater or similar tool or machine to trim grass and/or weeds that cannot be mowed with larger machinery. *(Line Item: Monofilament Trim)*

**IV. SHRUB AND GROUNDCOVER MAINTENANCE**

**A. Pruning**

All shrubs shall be hand pruned to remove dead and/or damaged wood to allow for natural development of plant material and to create the effect intended by the Consultant and District Manager. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries. Deep hand pruning and/or structure pruning shall be performed once a year during the dormant months. Structure pruning shall be defined as using hand pruners, handsaws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, and to promote interior growth and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants shall take place during these prunings. Contractor shall be allowed to shear plant material that is approved by District Manager. *(Line Item: Shrubs or Groundcover Trim)*

**B. Ornamental Grass Pruning**

All Ornamental grasses shall be pruned to an approximate 6 to 8 inch height removing previous year's growth and drying and declining foliage. This pruning shall take place once plants begin to "shatter" or fall apart, approximately late February. Contractor shall be allowed to use power shearing equipment for these cut backs. All pruning debris shall be removed from the site. *(Line Item: Shrub/Groundcover Pruning)*

**C. Groundcover Pruning**

Groundcover shall be pruned as needed to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site. *(Line Item: Shrub/Groundcover Pruning)*

**D. Fertilization**

Contractor shall have full responsibility of determining the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants. Contractor shall be expected to apply any minor nutrients that might be needed to maintain healthy plant material. *(Line Item: Shrub Fertilization)*

**E. Insect and Disease Control**

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

**F. Water**

Contractor shall be responsible for monitoring moisture levels throughout the year in irrigated and in non-irrigated areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to plants that was not reported to the District Manager in writing and shall be responsible for replacement of these items. Contractor shall not be responsible for the hand watering of any shrub or groundcover areas not under irrigation. *(Line Item: Irrigation Management)*

**G. Bed Weed Control**

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. *(Line Item: Bed Weed Control)*

**V. TREE MAINTENANCE****A. Pruning**

Contractor shall be responsible for maintaining all trees such that no branches/limbs will overhang sidewalks or parking areas lower than fifteen (15) feet from the ground. Lower branching on all trees shall be pruned as needed to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than 15 feet. Trees located in natural areas shall be pruned only when their growth habit affects formal maintenance areas. Limbs and branches are to be removed from property. All sucker growth from trunk and base of trees shall be removed weekly or as required to maintain a clean appearance.

Contractor will be responsible for pruning all ornamental trees. Pruning will include the shaping of all heads, removal of conflicting branches and removal of interior sucker growth. *(Line Item: Tree Pruning)*

**B. Fertilization**

Fertilization applies to planted trees that are staked or guyed and planted trees that have a caliper of eight (8) inches or less. Native mature trees do not apply. Contractor is required to notify District Manager and make recommendations, in writing, of all other trees that may need supplemental fertilization. (*Line Item: Tree Fertilization*)

**C. Insect And Disease Control**

Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. Only trees with a caliper of eight (8) inches or less shall be treated. Contractor is required to notify District Manager and make recommendations, in writing, of all other trees that may need supplemental insect and disease control. (*Line Item: Insect/Disease Control*)

**D. Water**

Contractor shall be responsible for monitoring moisture levels throughout the year in irrigated and in non-irrigated areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to trees that was not reported to the District Manager in writing and shall be responsible for replacement of these items. Contractor shall not be responsible for the hand watering of any trees not under irrigation. (*Line Item: Irrigation Management*)

**E. Staking**

Staked trees shall be re-staked and adjusted as often as necessary. Stakes shall be adjusted and/or removed when deemed appropriate by Consultant and/or Contractor. However, trees that need to be re-staked utilizing specialized equipment and crews shall be done at a mutually agreed upon price, submitted in writing for review and approval. (*Line Item: Tree Pruning*)

**VI. SEASONAL COLOR/PERENNIAL MAINTENANCE AND INSTALLATION****A. Bed Preparation - Annuals**

Contractor shall submit to Owner for approval design (layout, flower species, and color) for all annual flower beds, pots, and baskets prior to installation.

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for all existing pots and annual bed areas based on plant spacing as specified. Contractor shall be responsible for planting the specified size and quantity of plant material designated by the Consultant.

Contractor shall be responsible for all bed preparation and soil amendments necessary to provide a grade A quality seasonal color display. Contractor shall be responsible for taking general and micronutrient tests of annual bed areas and making appropriate soil adjustments.

Bed areas shall be formed to create a moderate crown. Contractor shall remove rocks and debris, and trench all sides of beds that face curb or turf at a depth of three (3) inches before final mulching. (Included in installation total)

**B. Seasonal Color Replacement - Annuals**

Contractor shall be responsible for replacing any seasonal color plants that have declined, died or failed to maintain a healthy, vigorous appearance in the opinion of the District Manager and Consultant until the time of the first hard freeze.

**C. Deadheading And Pruning - Annuals**

Deadheading: Declining flowers and foliage shall be removed as specified.

Pruning: Plants shall be pruned to prevent plants from becoming leggy or unsightly and to maintain a consistent, uniform mass. (*Line Item: Deadheading and Pruning*)

**D. Fertilization – Annuals and Perennials**

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

**E. Insect and Disease Control – Annuals and Perennials**

Contractor shall be responsible for weekly inspections of annual bed areas and treatment of any insect or disease related problems. Fire ants shall be treated and mounds removed as needed. (*Line Item: Insect/Disease Control*)

**F. Watering – Annuals and Perennials**

Contractor shall be responsible for monitoring moisture levels throughout the year in irrigated and in non-irrigated bed areas and reporting any problems, in writing, that may be present during maintenance visits. Contractor shall be responsible for damage to plants that was not reported to the District Manager in writing and shall be responsible for replacement of these items. Contractor shall not be responsible for the hand watering of any seasonal color areas unless plant material has not yet established. When new seasonal color is installed, Contractor shall be responsible for supplemental watering only until plants become established.

Contractor shall be responsible for removing all seasonal color at the end of season as requested by District Manager. All plant material and other debris shall be removed off site and bed raked smooth and properly crowned after plants are removed.

**G. Bed Weed Control – Annuals and Perennials**

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. (*Line Item: Bed Weed Control*)

**H. Perennial Maintenance (In addition to above)**

Contractor shall be responsible for continual pruning and grooming of all perennials throughout the growing season. Maintenance should include but not be limited to removal of spent blooms, flower stalks and declining foliage. A one-time (Fall or late Winter) cutback and mulching of all foliage shall also be included in the cost.

**VII. MULCHING FOR TREE AND SHRUB BED AREAS****A. Brown Cedar Mulch**

Contractor will be responsible for providing cost per occurrence of a complete application of Grade A mulch to existing mulched bed areas. Mulch is to be spread at a depth of one (1) inch such that none of the old or previously laid mulch is visible.

Contractor is responsible for accurate measurement of all bed areas and tree circles as part of the bid process. Contractor is responsible for spot mulching of any bare soil areas that result due to the underestimation of mulch or landscape maintenance performance, i.e., mower damage around bedlines, treewells, etc. Contractor shall not price mulching treewells within Native turf areas. (*Line Item: Mulch*)

**B. Trenching**

Bedline edges shall be trenched and beveled at a depth of two (2) inches along bed areas that are bordered by sidewalks, curbs, and annual bed areas. All bed lines and tree wells bordered by turf shall be defined by creating a one-inch (1-inch) beveled trench with smooth, symmetrical, parallel bedlines.

All treewells located in turf and bed areas shall have root balls raked smooth, removing all old water rings, excessive mulch and/or soil. Treewells within turf areas are to be made uniform in diameter to be consistent with similar varieties within that location. (*Line Item: Mulch*)

**VIII. GENERAL SITE MAINTENANCE: TRASH, WEED CONTROL AND DEBRIS DISPOSAL****A. Cleanup Procedures**

As part of Contractor's weekly maintenance visits a general cleanup program will be performed. The cleanup program shall involve a policing of all maintained areas for the removal of paper, cans, bottles, sticks, cigarette butts, leaves, and other debris. A complete sweeping or blowing, by mechanical means, of the entire parking lots, loading docks, driveways, parkways, roadways, curbs, gutters, drains, and sidewalk areas will also be performed. (*Line Item: Debris Disposal*)

**B. Weed Control**

All parking lots, loading docks, driveways, parkways, roadways, streetscapes, curbs, gutters, drains, and sidewalk areas shall be maintained to control and strive to eliminate weeds. (*Line Item: Bed Weed Control*)

**C. Disposal of Debris**

All debris shall be removed and disposed of off site. Contractor shall be responsible for removal and proper disposal of any wildlife carcass throughout property. *(Line Item: Debris Disposal)*

**D. Severe Weather Cleanup**

In the event of a natural disaster, such as a major ice storm, snowstorm, windstorm, or tornado, the Contractor shall not be responsible for any cleanup operation outside of the specifications in the Service Agreement.

If District Manager elects, they may request that the Contractor utilize dedicated man-hours for the purpose of severe weather cleanup.

**E. Typical Weather Cleanup**

Contractor shall be responsible for cleanup of debris as a result of typical weather conditions. *(Line Item: Debris Disposal)*

**F. Trail/Walking Path Maintenance**

Contractor shall be responsible for maintaining trails and/or walking paths to include litter and leaf debris removal. Contractor shall also be responsible for weed and vegetation control within three (3) feet of pathways and/or trails. *(Line Item: Debris Disposal)*

**IX. LEAF REMOVAL****A. Leaf Collections**

Fallen leaves on lawn and planted bed areas shall be collected and removed from property no less than six (6) times per year as requested by the Consultant and District Manager. This is to be done from the beginning of November through February, or until leaves dispersement ceases. On a weekly basis, the Contractor will disperse leaves from focal areas, bed, and turf areas to prevent heavy buildup and damage to plant material by smothering. *(Line Item: Debris Disposal)*

**B. Disposal Of Leaf Debris**

All leaf debris shall be removed and disposed of off site. *(Line Item: Debris Disposal)*

**X. PLANT MATERIAL DISPOSAL****A. Removal**

Dead plant material not requiring general tree surgeon services for removal shall be removed and disposed of immediately by the Contractor off site. *(Line Item: Debris Disposal)*

**B. Replacement**

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

**XI. IRRIGATION MANAGEMENT****A. Sentinel Central Control System**

District Manager uses a computerized weather driven central control irrigation system. This system monitors water flow, weather conditions, and controller status and automatically calculates run times for each irrigation zone under its control. The Contractor is responsible for communicating, in writing, with the District Manager increases or decreases in duration specific individual zones. The Contractor is responsible to determine if the changes have achieved the desired results in landscape improvement. the irrigation satellite is located within an area that the Contractor does not maintain the Contractor is responsible for the condition of the irrigated zones attached. The District Manager will require of the Contractor to check and repair specific components of these satellites. This system is in place to conserve the limited water resources of the common areas and individual building sites. Failure to communicate, in writing, changes in watering needs of any given irrigation zone will be considered a failure to monitor the condition of the landscape.

Contractor will designate one CCM to communicate, in writing, with the District Manager the needs to increase or decrease irrigation in areas with new plant material and existing plant material.

Central Control Manager will work to determine the best communication method for making adjustments to the systems operation. The Central Control Manager has full authority in all aspects of repairs and irrigation water management activities. The

Contractor agrees to monitor, adjust and maintain all irrigation zones heads valves pipes and sprinklers. Minor adjustments include flow control, radius adjustment, nozzle cleaning, sprinkler height, valve enclosure integrity and access, and level adjustment. Contractor will notify the District Manager of malfunction or damage to the system's integrity. Should it be determined that damage is cause of negligence by the Contractor, the Contractor shall pay the cost of such repair. Cost may be paid directly by Contractor or deducted by District Manager from payments due to the Contractor. (*Line Item: Sentinel Central Control System Management*)

**B. Landscape/Irrigation Contractor Responsibility**

1. All Contractors are required to furnish the District Manager with a list of company personnel that are to be notified in the event of problem(s) with the irrigation system in areas they area responsible to maintain.
2. Landscape irrigation contractors sharing central control timers or otherwise with other contractors are requested to notify the District Manager anytime they observe irrigation problems in areas they do not maintain.

3. Owner has entered into a hydrozone agreement with the City of Loveland regarding irrigation water usage for metro district landscape areas east of I-25. Contractor shall manage the irrigation water usage to the water budgets supplied by Owner.

## **XI. IRRIGATION SYSTEM**

### **A. Irrigation Winterization**

The Contractor shall winterize the irrigation piping to ensure that no damage will occur due to ice expansion within the piping. It is the Contractor's responsibility to winterize the irrigation system prior to freezing or frost warnings. If damage to real property or personal injury occurs due to Contractor's failure to winterize the system, the Contractor shall be financially responsible (See Article 3.3).

1. Shut down and lock off, if possible, all water sources into the irrigation system then blow the system clear of water using compressed air (80 psi maximum) admitted into the piping at a quick coupling valve or hose bib located at the highest elevation on the system piping.
2. Activate individual zones, higher zones first, then proceed successively towards lower elevations. Proceed through all zones twice.
3. Open hose bib at lowest elevations on main line after zones have been cleared. Allow all water in main line to be expelled before closing ball valve and removing air compressor.
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 the PVC piping.
5. Remove any local program execution instructions from all irrigation controllers where applicable to prevent solenoid activation and possible heat failure due to lack of water flow. Do not disconnect power so that winter communication diagnostics can be performed when applicable.
6. Notify Owner in writing, within five (5) working days of completed winterization. *(Line Item: Irrigation Winterization)*

### **B. Irrigation Startup**

Due to seasonal progression, when deemed appropriate by the Contractor, Owner and Consultant, the irrigation system will be activated and thoroughly inspected before beginning operations for the watering season. Equipment that fails testing must be noted and described in writing by the Contractor. Any necessary repairs must be approved by the Owner in writing prior to beginning work. *(Line Item: Irrigation Startup)*

**XII. LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL**

- A.** All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.
- B.** Contractor shall be responsible for applying chemicals and fertilizers. The following rates are general guidelines and are to be used as such. Contractor is totally responsible for furnishing the District Manager with healthy, vigorous plant material throughout the term of the Service Agreement.
- C.** Chemical forms may vary with weather conditions.
- D.** Contractor shall be responsible for controlling any insect, disease, or nutrient problems that may occur during the year.
- E.** Contractor shall be responsible for taking general and micronutrient tests of turf and shrub bed areas. The District Manager and Consultant shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by the report within 45 days of the execution of the Service Agreement.
- F.** Contractor shall be responsible for making any extra visits necessary during the year to correct any problems that may occur during the term of the Service Agreement.
- G.** Contractor shall be responsible for applications of any other nutrients that should be applied to maintain a balanced soil.
- H.** Contractor shall take full responsibility for replacing any plant material that is damaged by the improper application or lack of timely application of nutrients that are necessary to maintain healthy plant material.

***EXHIBIT "B"***

**SUMMARY BID FORM**

Exterior Landscape Maintenance  
**VDW METROPOLITAN DISTRICT**  
*Loveland, Colorado*

This Summary Bid Form totals the Itemized Bid Forms for Categories A, B, C and D. The combined annual sum of all four categories is defined as the "TOTAL BID PRICE."

|  |  |
|--|--|
| <b>A.</b> Landscape Maintenance Total                      |  |
| <b>B.</b> Seasonal Color/Perennial Maintenance Total       |  |
| <b>C.</b> Seasonal Color Installation Total                |  |
| <b>D.</b> Mulch Total                                      |  |
| <b>E.</b> Sentinel Central Control System Management Total |  |
| <b>1<sup>ST</sup> YEAR TOTAL BID PRICE</b>                 |  |

Contractor Company Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contractor Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Signature\*: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

**WORK SCHEDULE**

Work under this Service Agreement is to begin at the execution of the Agreement, and run concurrently thereof for the period of one (1) year, with an option of a two year renewal.

**ADDENDA**

Contractor acknowledges receipt of the following Addenda, which are included in the Proposal.

|            |        |
|------------|--------|
| ADDENDUM # | DATED: |
| ADDENDUM # | DATED: |

**UNIT PRICES**

Contractor acknowledges receipt of the following Unit Price Addenda, which are included in the Proposal.

|            |        |
|------------|--------|
| ADDENDUM # | DATED: |
| ADDENDUM # | DATED: |

**VDW METRO DISTRICT****CATEGORY A****LANDSCAPE MAINTENANCE ITEMIZED BID FORM**

| <b>TURF FUNCTION</b>               | <b>FREQUENCY<br/>(PER YEAR)</b> | <b>UNIT PRICE</b> | <b>TOTAL PRICE</b> |
|------------------------------------|---------------------------------|-------------------|--------------------|
| <b>Fescue/Bluegrass</b>            |                                 |                   |                    |
| Mow                                | 26                              |                   |                    |
| Edge (Bedlines)                    | 13                              |                   |                    |
| Edge (Hardlines)                   | 13                              |                   |                    |
| Monofilament Trim                  | 26                              |                   |                    |
| Turf Fertilization                 | 3                               |                   |                    |
| Turf Insect/Disease/Weed Control   | 52                              |                   |                    |
| Aerification                       | 1                               |                   |                    |
| <b>Native Grass</b>                |                                 |                   |                    |
| Mow                                | 2                               |                   |                    |
| Edge – bedlines                    | 2                               |                   |                    |
| Edge - hardlines                   | 2                               |                   |                    |
| Monofilament Trim                  | 2                               |                   |                    |
| Native Grass fertilization         | 0                               |                   |                    |
| Native Grass Weed Control          | 2                               |                   |                    |
| Insect & Disease Control           | 0                               |                   |                    |
| <b>Enhanced Native Grass</b>       |                                 |                   |                    |
| Mow                                | 10                              |                   |                    |
| Edge – bedlines                    | 4                               |                   |                    |
| Edge - hardlines                   | 4                               |                   |                    |
| Monofilament Trim                  | 10                              |                   |                    |
| Native Grass fertilization         | 2                               |                   |                    |
| Native Grass Weed Control          | 2                               |                   |                    |
| Insect & Disease Control           | 0                               |                   |                    |
| <b>General Landscape Functions</b> |                                 |                   |                    |
| Bed Weed Control                   | 52                              |                   |                    |
| Shrub/Groundcover Trim             | 4                               |                   |                    |
| Tree Pruning                       | 1                               |                   |                    |
| Debris Disposal                    | 52                              |                   |                    |
| Insect and disease control         | 52                              |                   |                    |
| Tree Fertilization                 | 1                               |                   |                    |
| Shrub Fertilization                | 1                               |                   |                    |
| Groundcover Fertilization          | 1                               |                   |                    |
| Irrigation Management              | 52                              |                   |                    |
| Irrigation Winterization/Start Up  | 1                               |                   |                    |

**CATEGORY A. 1<sup>ST</sup> YEAR LANDSCAPE  
MAINTENANCE TOTAL**

**\$ \_\_\_\_\_**



**VDW METRO DISTRICT  
CATEGORY C  
SEASONAL COLOR INSTALLATION ITEMIZED BID FORM**

| QUANTITY | PLANT MATERIAL | SIZE | UNIT PRICE | TOTAL |
|----------|----------------|------|------------|-------|
|          | Summer Annuals | 4"   |            |       |

| QUANTITY | PLANT MATERIAL | SIZE   | UNIT PRICE | TOTAL |
|----------|----------------|--------|------------|-------|
|          | Summer Annuals | 2-1/2" |            |       |

**CATEGORY C. 1<sup>ST</sup> YEAR SEASONAL COLOR  
INSTALLATION TOTAL** \$ \_\_\_\_\_

**NOTES:**

1. All annuals shall be container-grown Grade A plants with multiple blooms at the time of installation.
2. All prices shall be inclusive of material costs including soil amendments, mulch, labor, taxes, etc. All plants should be in bloom at time of planting.
3. Colors or varieties different than those specified above must be approved in writing by the District Manager and Consultant prior to installation.
4. Contractor is responsible for estimating and confirming the quantity of flowers based on the spacing shown below:

4 Inch Plant Material

- a. Distance away from curbs, turflines, etc.:  
Summer Annuals 10"
- b. On Center (o.c.) Spacings:  
Summer Annuals 10"

2-1/2 Inch Plant Material

- a. Distance away from curbs, turflines, etc.:  
Summer Annuals 6"
- b. On Center (o.c.) Spacings:  
Summer Annuals 6"

**VDW METRO DISTRICT*****CATEGORY D*****MULCH ITEMIZED BID FORM**

| <b>MATERIAL</b> | <b>UNIT PRICE</b> | <b>TOTAL PRICE</b> |
|-----------------|-------------------|--------------------|
| Cedar Mulch     |                   |                    |

**CATEGORY D. 1<sup>ST</sup> YEAR MULCH TOTAL** \$ \_\_\_\_\_

**NOTES:**

1. Contractor is responsible for measuring and pricing the quantity of mulch required for each complete mulching of all presently mulched areas on site.
2. Contractor mulching total shall include one (1) complete trenching as specified in the trenching specifications. A second complete trenching will be required; however, some areas may require a second or "touchup" trenching to keep mulch contained within beds, tree wells and hardscapes.

**VDW METRO DISTRICT**

**CATEGORY E**

**SENTINEL CENTRAL CONTROL SYSTEM MANAGEMENT  
ITEMIZED BID FORM**

**CATEGORY E.      1<sup>ST</sup> YEAR MANAGEMENT TOTAL                      \$ \_\_\_\_\_**

**VDW METRO DISTRICT  
SUPPLEMENTAL PRICING**

|  |  |
|--|--|
| 1. Brown Cedar Mulch (per yard, spread on site)  |  |
| 2. Cost per hr for hand watering with 500 gallon or larger tank.   |  |
| 3. Sodding – Fescue sod laid and rolled, site ready (price/sf.)  |  |
| 4. Sodding – Bluegrass sod laid and rolled, site ready (priced/sf)   |  |
| 5. Price per hour – Irrigation Service Technician with one laborer   |  |
| 6. Contractor shall provide cost per 1000 sq ft to aerate and overseed Fescue/Bluegrass turf areas only. Fescue/Bluegrass turf areas shall be overseeded during the months of May-June with certified Grade A turf-type Fescue/Bluegrass seed at a rate of three and one-half (3.5) pounds per 1000 square feet. The Fescue/Bluegrass lawns will be aerated with a spoon or core-type aerating machine. There shall be a minimum of four (4) plugs per square foot, reaching a minimum depth of at least one and one-half (1.5) inches. In conjunction with the aeration process a machine such as a “power seeder” or “slice seeder” shall be used to reestablish a quality lawn. Contractor shall be responsible for aerating and seeding only the turf areas that have less than 80% turf density. All areas will not require overseeding; only the weak and thin turf areas. |  |
| 7. Mowing of native grass areas (cost per occurrence)  |  |
| 8. Mowing of native grass panels at I-25 on and off ramps (cost per occurrence)  |  |

***The prices above shall be commensurate with the Service Agreement term.***

---

 Contractor Signature

Company Name

Date

**VDW METRO DISTRICT  
EXHIBIT "C"  
SAMPLE MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET**

| <b>A. LANDSCAPE MAINTENANCE</b>                | <b>VALUE</b> | <b>DEDUCTION</b> | <b>REASON FOR DEDUCTION</b> |
|--|--------------|------------------|-----------------------------|
| TURF   | 5            |                  |                             |
| TURF FERTILITY                                 | 15           |                  |                             |
| TURF EDGING                                    | 5            |                  |                             |
| WEED CONTROL – TURF AREAS                      | 10           |                  |                             |
| TURF INSECT/DISEASE CONTROL                    | 10           |                  |                             |
| PLANT FERTILITY                                | 5            |                  |                             |
| WEED CONTROL – BED AREAS                       | 10           |                  |                             |
| PLANT INSECT/DISEASE CONTROL                   | 10           |                  |                             |
| PRUNING  | 10           |                  |                             |
| CLEANLINESS                                    | 10           |                  |                             |
| MULCHING                                       | 5            |                  |                             |
| WATER/IRRIGATION MANAGEMENT                    | 15           |                  |                             |
| CARRYOVERS                                     | 5            |                  |                             |
| <b>B. SEASONAL COLOR/PERENNIAL MAINTENANCE</b> | <b>VALUE</b> | <b>DEDUCTION</b> | <b>REASON FOR DEDUCTION</b> |
| VIGOR/APPEARANCE                               | 10           |                  |                             |
| INSECT/DISEASE CONTROL                         | 10           |                  |                             |
| DEADHEADING/PRUNING                            | 10           |                  |                             |
| <b>MAXIMUM VALUE</b>                           | <b>145</b>   |                  |                             |

Date \_\_\_\_\_ Score: \_\_\_\_\_ *Performance Payment*<sup>TM</sup> % \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

Inspector Signature: \_\_\_\_\_

Property Representative Signature: \_\_\_\_\_



**EXHIBIT "D"**  
**WEEKLY MAINTENANCE WORKSHEET**

- 1) Date of maintenance visit: \_\_\_\_\_
- 2) Supervisor: \_\_\_\_\_
- 3) Watering man-hours: \_\_\_\_\_
- 4) Listing of problems and locations:
  - a) Insect and plants: \_\_\_\_\_  
\_\_\_\_\_
  - b) Disease and plants: \_\_\_\_\_  
\_\_\_\_\_
  - c) Nutrient problems and plants \_\_\_\_\_  
\_\_\_\_\_
  - d) Dry plants: \_\_\_\_\_  
\_\_\_\_\_
  - e) Wet plants: \_\_\_\_\_  
\_\_\_\_\_
  - f) Amount of mulch applied: \_\_\_\_\_
  - g) Amount of mulch needed or applied over designated amount: \_\_\_\_\_
  - h) Dead plants removed: \_\_\_\_\_  
\_\_\_\_\_
  - i) Tree service work needed: \_\_\_\_\_  
\_\_\_\_\_
  - j) Irrigation damage and repairs: \_\_\_\_\_  
\_\_\_\_\_
- 5) Extra work performed:
  - a) Number of men: \_\_\_\_\_
  - b) Their title(s): \_\_\_\_\_
  - c) Hours per man: \_\_\_\_\_
  - d) Description of work performed: \_\_\_\_\_  
\_\_\_\_\_

General Notes:

Please list any items the District Manager and Consultant need to know or any extra work that is to be performed outside of the grounds maintenance contract scope. Also, give an estimate of time to perform the work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT “E”**  
**SITE MAPS (separate pdf files attached)**

**EXHIBIT "F"**

**IRRIGATION INFORMATION CONTINUED**

**VDW**

Toro Sentinel Controller

Pedestal

SW Corner of US-34 & Sculptor Dr., behind Van de Water Monument

96 STA Capacity

69 STA Operating

POC is 2" RPA, in green belt along West side of Sculptor, 100 yards South of Controller.

1 Hunter ICC Controller

Wall Mount

Exterior of East facing wall, Lift Station structure

20 STA Capacity as installed (Expandable to 32 STA)

19 STA Operating

POC is 1" PVB, inside structure on East facing wall.

1 Irritrol Controller

Pedestal

North side of center round-a-bout island at East 5th Street & Sculptor Dr.

10 STA Capacity

6 STA Operating

POC is 1" RPA, directly adjacent to Controller.

Hunter ACC

Pedestal

North of the entrance into The Greens off Sculptor Drive in the tree lawn.

2 wire with 2" POC

99 STA Capacity

11 STA Operating