

**MASTER SERVICES AGREEMENT
FOR
LANDSCAPE MAINTENANCE SERVICES**

This **MASTER SERVICES AGREEMENT** (“Agreement”) is made and entered into this 1st day of January, 2017, by and between **VDW METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **INTEGRITY LAWN PROFESSIONALS, LLC** (“Contractor”), collectively, the “Parties.”

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities, improvements, and infrastructure in accordance with its approved service plan; and

WHEREAS, pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts affecting the affairs of the District; and

WHEREAS, the District desires to procure landscape maintenance services relating to the operation and maintenance of certain District facilities, improvements and infrastructure; and

WHEREAS, Contractor has experience and resources to provide such services and is willing and able to provide such services to the District for reasonable consideration; and

WHEREAS, the District desires to engage Contractor to render such services as are needed by the District; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Contractor shall provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Appointment of Contractor. The District hereby retains Contractor for purposes of performing such Services (as such term is defined in Section 2 hereof), subject to the terms and conditions of this Agreement. Contractor hereby agrees to perform such Services pursuant to the terms and conditions set forth herein.

2. Scope of Services. Contractor shall perform the services for the District as outlined in the Scope of Services and Payment for Services in **Exhibit A** attached hereto and incorporated herein for reference (“Base Services”). The District may, from time to time, request modified and/or supplemental services (“Work Order Services”) to be performed hereunder. Such modified and/or supplemental services, including any adjustments of Contractor’s compensation, shall be

mutually agreed upon by the Parties and set forth in a Work Order (“Work Order”) to this Agreement. The form of Work Order is set forth in **Exhibit B** attached hereto and incorporated herein by reference. In the event the District or the Parties need to modify the Work Order Services set forth in the Work Order, the Parties shall execute a Change Order, as set forth in **Exhibit C** attached hereto and incorporated herein by reference, describing the specific changes to the Work Order Services and any changes to compensation to be paid to Contractor by the District. No Work Order or Change Order shall be authorized and executed by the District unless sufficient funds have been appropriated by the District for payment of the Contractor’s compensation, as provided in Section 13 hereof. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement. Contractor shall at all times conform to the stated policies established and approved by the District.

A. General Duties. In connection with performing the Base Services and any approved Work Order Services and Change Order Services (collectively, the “Services”), Contractor agrees to:

(1) Provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Contractor’s proposal to provide such Services to the District;

(2) Furnish, or cause to be furnished, all labor, materials, equipment, permits and accessories, as necessary, to provide such Services;

(3) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Section 7 hereof;

(4) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District’s staff and Contractors to assure that the District has the most complete information available for the exercise of the District’s powers and discretionary authority; and

(5) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by Contractor shall be the obligations of Contractor whom shall hold the District harmless therefrom.

B. Compliance with Applicable Law. Contractor shall provide the Services as set forth herein in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction in which this Agreement is performed. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Services to be provided pursuant to this Agreement.

C. Subcontractors. Contractor is solely and fully responsible to the District for the Services to be provided pursuant to this Agreement, including all acts and omissions of subcontractors and persons employed by them. Contractor will require any subcontractors to obtain the required insurance coverage pursuant to Section 7 hereof and to agree to indemnify the District in the same manner as Contractor pursuant to Section 10 hereof.

D. No Right or Interest in District's Assets. Contractor shall have no right or interest in any assets of the District, or in any lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

E. Responsibility for Errors. Contractor shall be responsible for all Services performed pursuant to this Agreement, including any Work Orders and Change Orders issued hereunder. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the District, regarding any Services rendered pursuant to this Agreement, and any Work Orders and Change Orders issued hereunder, at no additional cost to the District. In the event of an error or omission attributable to Contractor occurs, Contractor shall, at no cost to the District, provide all necessary design drawings, estimates and other services necessary to rectify and correct the matter to the satisfaction of the District and participate in any meeting required with regard to the correction at no cost to the District.

3. Compensation. Contractor shall be paid an amount not to exceed \$40,269.00 for the Base Services, as set forth in **Exhibit A** attached hereto and incorporated herein by reference. This amount has been budgeted and appropriated by the District for the current year of performance of the Base Services. Contractor shall be paid for Work Order Services and Change Order Services pursuant to the terms of this Agreement and the terms of the executed Work Order and Change Order, respectively. Contractor shall not receive additional compensation for any changes to a Work Order unless the District and Contractor have executed a Change Order authorizing the change in Work Order Services and the payment of additional compensation to Contractor. Any and all Work Orders and Change Orders resulting in additional compensation to be paid to Contractor by the District beyond the amount originally appropriated by the District, shall require the appropriation of additional funds by the District, as set forth in Section 13 hereof, prior to the execution of any such Work Order or Change Order. The District is exempt from Colorado sales and use taxes. Contractor shall use reasonable efforts to ensure that the costs for Services provided and charged to the District do not include sales and use taxes.

A. Monthly Reports and Invoices. Contractor shall submit to the District monthly reports in a form acceptable to the District which describe the work completed to date and the work yet to be performed, and summarizes costs paid to date by the District and the amount currently due to Contractor. Contractor shall submit its report together with its invoice to the District no later than the 3rd day of each month for Services completed in the preceding month. The District shall pay Contractor's invoice within forty-five (45) days from the 3rd day of each month. The District reserves the right to inspect all Services completed and invoiced prior to payment as set forth in Section 3.B. herein. In the event inspected services are not accepted for payment by the District, the terms of Section 3.B. herein shall apply.

B. Inspection of Services. The District may inspect the Services provided at any time throughout the term of this Agreement and shall notify Contractor if, in the District's discretion, any or all Services are not provided in accordance with this Agreement. Failure by Contractor to properly provide the Services required by this Agreement shall constitute a default hereunder. In such case, the District shall provide written notice of said default to Contractor. Contractor shall have two (2) days to cure the default unless otherwise agreed to by the Parties. If Contractor fails to cure the default within the time period provided, the District shall be entitled to pursue all remedies provided by law and in equity, including specific performance, and to recover all costs and reasonable attorney fees incurred in any suit or claim brought by the District to enforce the terms of this Agreement. In addition, in the event of default by Contractor, the District may hire a third party to complete the Services and Contractor agrees to pay all additional costs incurred for the completion of the Services by a third party.

C. Compensation Upon Termination. In the event this Agreement is terminated as provided in Section 5 hereof, the District shall pay Contractor for all of the Services satisfactorily performed prior to the designated termination date. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of notice of termination or the effective date of termination, as applicable. In ascertaining the Services actually rendered hereunder up to the date of notice of termination or the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress pertaining to the Services contemplated herein.

4. Term. The term of this Agreement 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 on December 31, 2017. In the event the completion of Services occurs in a fiscal year following the effective date of this Agreement, such Services to be performed in the following fiscal year shall be subject to annual appropriations by the District as set forth in Section 13 hereof. The term of this Agreement may be extended in writing upon mutual agreement of the Parties, and such writing shall become an amendment to and part of this Agreement. Any extension of this Agreement shall be subject to annual appropriations by the District as set forth in Section 13 hereof.

5. Termination. The District shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination thereof. Contractor shall be entitled to receive compensation in accordance with Section 3.C. of this Agreement for any Services satisfactory completed pursuant to the terms of this Agreement prior to the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the District at least thirty (30) days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date. Contractor shall stop rendering Services pursuant to this Agreement upon the effective date of termination. Upon any termination and payment of all undisputed amounts owed to Contractor, Contractor shall transfer title and deliver to the District all Work Product, as defined and described in Section 6 hereof, which shall be deemed from and after the effective date of this Agreement to be the property of the District.

6. Ownership of Work Product. Any and all Work Product, as such term is defined herein, created, prepared, and/or produced by Contractor pursuant to this Agreement shall become

the sole and exclusive property of the District under all circumstances, whether or not Contractor completes the Services set forth hereunder or the Agreement is terminated. Upon request by the District, all Work Product shall be delivered to the District in hard copy and in an electronic format compatible to the District's computer applications at Contractor's expense. Upon payment to Contractor for its Services, the District shall have the right to use and re-use all Work Product resulting from Contractor's efforts performed pursuant to this Agreement in any way or manner deemed appropriate by the District. Any modification of the documents, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to Contractor or to its officers, directors, members, partners, agents, employees, and subcontractors. The District's use of any or all such Work Product for its own purposes shall not be a violation of any patent or copyright thereof. Contractor agrees that the copyright and other intellectual property rights (as are applicable) in and to any component of the Work Product, and to the design and content of the Work Product, are hereby assigned and shall belong exclusively to the District. Upon request by the District, Contractor shall promptly execute whatever legal documents or other materials that the District deems necessary to secure, perfect, or substantiate the District's exclusive rights and interest in any Work Product created pursuant to this Agreement. For purposes of this Agreement, "Work Product" includes, but is not limited to, any and all finished or unfinished design, development and/or construction documents, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Contractor prepared and/or used in connection with this Agreement. All drawings, specifications and other documents prepared by Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the District or others on extensions of the work or on any other project.

7. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the minimum insurance coverages and limits set forth in this Section 7(A), to provide protection from claims that may arise out of or result from Contractor's performance or obligations pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone who acts on behalf of Contractor, including any subcontractors of Contractor. The minimum insurance coverages and limits to be acquired by Contractor are as follows:

- (1) Commercial General Liability Insurance:
- | | |
|-----------------------------------|--------------|
| General Aggregate | \$ 2,000,000 |
| Products and Completed Operations | \$ 1,000,000 |
| Personal and Advertising Injury | \$ 1,000,000 |
| Each Occurrence | \$ 1,000,000 |
| Damage to Rented Premises | \$ 100,000 |
| Medical Expenses (Any one person) | \$ 5,000 |

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

- (3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each accident

- (4) Umbrella Policy: \$ 1,000,000

In addition, unless otherwise marked "No", the following coverage shall be obtained by Contractor, on an occurrence basis:

- (5) Performance Bond

Included: Yes [] No [X]

(6) Builder's Risk Insurance. A blanket builder's risk insurance policy with coverage on an "all risk" basis for the project including but not limited to: (1) coverage for any ensuing loss from faulty workmanship or defective materials; (2) coverage against damage or loss caused by earth movement, flood, fire, and extended coverage perils, theft, vandalism, and malicious mischief, collapse and false work, including increased cost of construction, architects fees and expenses, soft costs, and operational testing; (3) coverage for removal of debris and demolition; (4) transit coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; (5) policy is to include as insured the District, the Contractor, and all subcontractors; and (6) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site of the Services. Such insurance shall be on a "completed value" form insuring probable maximum loss, all on a replacement cost basis.

Included: Yes [] No [X]

(7) General Professional Liability. Professional Liability insurance with coverage in the amount of One Million Dollars (\$1,000,000) each claim and in the aggregate covering the negligent acts, errors, or omissions of the Contractor and/or its subcontractors in the performance of the Services.

Included: Yes [] No [X]

Unless otherwise indicated, all policies listed herein shall be on an occurrence basis.

B. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers, employees, and agents.

C. Additional Insured Parties. The District shall be named as an additional insured on all policies (with the exception of workers' compensation insurance). The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

D. Certificates of Insurance. Contractor shall provide to the District certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any Services pursuant to this Agreement.

E. Notice. Contractor agrees to provide the District with a minimum 10-day notice for the cancellation of any insurance policies required by this Agreement due to the non-payment of a premium and with a minimum of a 30-day notice for any change to or cancellation of an insurance policy other than for non-payment of a premium. Any failure on the part of the Contractor to comply with the notice reporting provisions or other conditions of the insurance policies set forth herein shall not affect the obligation of the Contractor to provide the required coverage to the District and its directors, officers, employees, and agents.

F. Subcontractor Insurance. If Contractor subcontracts any portion(s) of the Services, Contractor shall require that each subcontractor retained by Contractor to acquire and maintain insurance coverage as set forth in this Section 7. Contractor shall require each subcontractor to provide to Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 7. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Agreement. Contractor shall, upon District request, submit them to the District for review. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Agreement.

G. Non-limiting. No provision, term or condition contained in this Section 7 of the Agreement shall be construed as limiting in any way the indemnification provision contained in Section 10 hereof, or any rights, immunities and protections provided to the District by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., or the extent to which Contractor may be held responsible for payments of damages to persons or property.

8. Illegal Aliens.

A. Certification. Prior to the execution of this Agreement, Contractor shall certify to the District, as attached hereto as **Exhibit D**, that at the time of certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in Section 8.F. herein, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

(i) Notify the subcontractor and the District within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply With Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department")

made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), C.R.S. to ensure that Contractor is complying with this Section 8 of the Agreement.

E. Breach. If Contractor violates a provision of this Section 8, the District may terminate the Agreement for breach of the Agreement. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the District. The District shall notify the Colorado office of the Secretary of State if Contractor violates a provision of this Section 8 of the Agreement and the District terminates the Agreement.

F. Department Program. If Contractor participates in the Department Program in lieu of the E-Verify Program, Contractor shall notify the Department and the District of such participation. Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the Agreement, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and has not altered or falsified the identification documents for such employees. Contractor shall provide a written, notarized copy of the affirmation to the District.

9. Independent Contractor. Contractor is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the District other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the District and any of the Contractor's employees. Neither the Contractor nor any of Contractor's employees are or shall be deemed employees of the District. Contractor is not, and shall not act as, the agent of the District. The employees who assist Contractor in the performance of the Services shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the District. Contractor shall pay all wages, salaries, and other amounts due Contractor's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees including, without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, Contractor has sole authority and responsibility to employ, discharge, and otherwise control Contractor's employees. Contractor has sole authority and responsibility as principal for Contractor's agents, employees, subcontractors and all others Contractor hires to perform or assist in performing the Services.

10. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. If Contractor is providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify or hold harmless the District may be determined only after Contractor's liability or fault

has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between Contractor and the District. The obligations of the indemnifications extended by Contractor to the District under this Section 10 shall survive termination or expiration of this Agreement. Upon execution of this Agreement, Contractor shall provide the District with a copy of Contractor's IRS Form W-9, Request for Taxpayer Identification Number.

11. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. Liability of the District. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

13. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder for any and all Services authorized pursuant to Section 2 of this Agreement are subject to annual appropriations of funds by the District. Any extension of this Agreement, including any Work Orders or Change Orders, resulting in additional compensation beyond amounts originally appropriated, if any, shall be subject to annual appropriations of funds by the District prior to any extensions or the execution of any Work Order or Change Order and performance of Work Order Services or Change Order Services by Contractor.

14. Bidding. The District shall be entitled to bid for any Services described in this Agreement as it deems necessary to comply with current law regarding contracts for such services. Contractor shall have no claim against the District if this Agreement is not extended for any fiscal year or if Contractor is not selected to perform such Services as may be needed by the District throughout the fiscal year.

15. Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the District: VDW Metropolitan District
c/o Pinnacle Consulting Group, Inc.
Attention: Kirsten Starman
550 W. Eisenhower Blvd.
Loveland, CO 80537
Email: kirstens@pinnacleconsultinggroupinc.com

With a Copy to: Icenogle Seaver Pogue, PC.
Attn: Alan D. Pogue
4725 S. Monaco St., Suite 360
Denver, Colorado 80237
Email: APogue@ISP-law.com

If to the Contractor: Integrity Lawn Professionals, LLC
Attention: Donovan Carstens
640 Cottonwood Drive
Loveland, CO, 80538
(720) 352-9151
Email: info@integritylawnprofessionals.com

16. Modification. This Agreement may not be amended modified, or changed, in whole or in part, without a written agreement executed by both the District and Contractor.

17. Assignment. Contractor shall not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written consent of the District. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement. Regardless of the District's consent, no assignment or transfer shall release Contractor from Contractor's obligation to perform all other obligations required to be performed by Contractor hereunder for the term of the Agreement. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

18. No Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

20. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

21. Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

22. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the District and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

23. Conflicts. The terms of this Agreement may be used to construe the intent of the Parties in connection with any exhibits, addendums, amendments, Work Orders, or Change Orders attached hereto, and shall be read as nearly as possible to make the provisions of this Agreement, and any such exhibits, addendums, amendments, Work Orders, and Change Orders fully effective. Should any irreconcilable conflict arise between the terms and provisions of this Agreement and the terms and provisions set forth in any exhibit, addendum, amendment, Work Order, and/or Change Order attached hereto, the terms and provisions of this Agreement shall prevail.

24. Headings. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

25. Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

26. Entire Agreement. This Agreement, including all Work Orders and Change Orders executed hereunder, and any other exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Remainder of Page Left Intentionally Blank.)

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

VDW METROPOLITAN DISTRICT:

By: Kim L. Perry
Its: President

ATTEST:

By: David Crowder
Its: Vice President /
Asst. Secretary

INTEGRITY LAWN PROFESSIONALS, LLC:

By: Donovan Carstens
Its: Owner

EXHIBIT "A-4"

**DISTRICT MAPS
VDW METROPOLITAN DISTRICT**

EXHIBIT A
(To Master Services Agreement)

BASE SCOPE OF SERVICES AND PAYMENT FOR SERVICES

EXHIBIT A

SCOPE OF WORK VDW METROPOLITAN DISTRICT

Contractor is hereby made aware that the District 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 is to be performed in accordance with the Service Description and Specifications (Exhibit "A-1") and shall be strictly managed, executed, and performed by experienced personnel.

The Service Description and Specifications (Exhibit "A-1") to be performed by the Contractor include the complete care and guarantee of all planted trees, plants, groundcovers, and lawn areas within the limits of the District.

The Contractor shall provide all materials, equipment, and labor required and/or inferred to perform the tasks described in Exhibit "A-1" at the frequencies identified in Exhibit "A-2".

The Contractor shall pay all federal, state and local taxes, including excise, use and sales taxes, unless specifically exempt per the terms of the Service Agreement.

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

1.0 Warranties

Contractor warrants that work performed and all goods delivered under this Services 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 District and/or Consultant, 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 Services Agreement.

By executing this Services 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.

2.0 Liabilities

It is the responsibility of the Contractor to notify the District 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 bi-monthly landscape maintenance report along with recommended 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.

3.0 Personnel

Contractor personnel performing work on the premises shall be 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.

Contractor personnel may not smoke in or around the building(s). General rudeness or discourteous acts by Contractor employees towards tenants, guests, management, other service contractors, etc. will not be tolerated. No Contractor solicitation of any kind is permitted on property. Contractor may be asked to park in designated areas.

4.0 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 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, traffic control devices, etc.

5.0 Payment

Payment for services rendered shall be made in accordance with the terms of the Services Agreement and *Performance Payment*TM described herein based on the Total Contract Price summarized in Exhibit "A-2".

Payment for Landscape Maintenance (Category A), Seasonal Perennial Maintenance (Category B), and Irrigation Management (Category D), and Central Control System Management (Category E) as identified in Exhibit "A-2" comprise the Base Payment amount and may be invoiced in twelve (12) equal monthly installments. The Contractor shall submit a detailed summary of all services performed for Categories A, B, D and E with the monthly invoice. Within 30 days of receipt of said invoice and services summary, the District shall remit to the Contractor seventy-five percent (75%) of the Base Payment Amount.

In addition to the paid portion of Base Payment Amount, the Contractor may also be entitled to receive a monthly *Performance Payment*TM of twenty-five percent (25%), hereinafter referred to as the *Performance Payment*TM. The amount of a *Performance Payment*TM, if any, shall be determined as follows: The Consultant, the District and the Contractor shall conduct an inspection of the work performed by the Contractor once per month and the Consultant shall prepare the Monthly Landscape Maintenance Inspection Gradesheet (Exhibit "A-3") based on each inspection. Based upon the *Performance Payment*TM percentage described in Article 11.0, the Contractor may be entitled to a *Performance Payment*TM for said month based on a score of **87% and above**. Any *Performance Payment*TM due for a month shall be paid concurrent with the Base Payment Amount for said month.

*Performance Payment*TM is void unless the Consultant performs the Monthly Landscape Maintenance Inspection. If the Consultant does not perform the monthly landscape maintenance inspection, the Contractor shall receive full compensation for said month.

Payment for Seasonal Color Installation (Category C) as identified in Exhibit "A-2" will be invoiced upon completion of the work and acceptance by District and/or Consultant.

6.0 Scheduling

Scheduling of maintenance visits will be determined by the District. The Contractor shall notify the District at least 48 hours in advance of the scheduled maintenance visit when services cannot be performed on schedule and an alternate date shall be suggested.

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

7.0 Billing

It is the Contractor's responsibility to inspect and manage the need for the frequencies of the specified items in Exhibit "A-2". It is also the responsibility of the Contractor to notify the District of maintenance performed to ensure they do not exceed the frequencies.

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 this scope that the District

requests. Any such work must be approved in writing by the District before it is begun by the Contractor.

8.0 Additional Work

Additional work being requested by the District determined to be outside the scope of specified items in Exhibit "A-2" must be approved in writing by the District before it is begun by the Contractor.

The Contractor shall submit a Work Order (Exhibit "A-5") to the District that details:

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

9.0 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.

10.0 Bi-Monthly Landscape Maintenance and Irrigation Management Report

The Contractor shall submit a bi-monthly landscape maintenance and irrigation management report to the District and the Consultant. The Contractor is responsible for notifying the District and the Consultant of any existing and potential problems. These reports are very important in protecting both the District and Contractor when discrepancies occur. The Contractor may use its own formatted worksheet form upon approval of the District and/or Consultant. Any items not called to the attention of the District and Consultant that result in any damage to the property will become the liability of the Contractor.

11.0 Monthly Landscape Maintenance Inspection

District 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.

12.0 Grade Evaluation/Scoring

The 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. The Contractor's monthly *Performance Payment*™ will be determined by the final score based on the Monthly Landscape Maintenance Inspection Gradesheet (Exhibit "A-3"). 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.

13.0 Exhibits

The Exhibits attached to this Service Agreement and made a part hereof are:

Exhibit "A-1"	Service Description and Specifications
Exhibit "A-2"	Landscape Maintenance Summary and Itemized Pricing Forms
Exhibit "A-3"	Monthly Landscape Maintenance Inspection Gradesheet
Exhibit "A-4"	District Maps

EXHIBIT "A-1"

SERVICE DESCRIPTION AND SPECIFICATIONS

The indications for Unit Price Line Items after each specification correspond to the Itemized Pricing Forms (“Exhibit A-2”) 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. *(Unit Price 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. 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. *(Unit Price Line Item: Edge Bedlines/Edge Hardlines)*

C. 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. *(Unit Price Line Item: Monofilament Trim)*

D. 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. Contractor shall be expected to perform soil test at minimum of once per year. *(Unit Price Line Item: Turf Fertilization)*

E. 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. *(Unit Price Line Item: Turf Weed Control)*

F. Insect And Disease Control

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

G. 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. *(Unit Price Line Item: Aeration)*

H. 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 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. *(Unit Price Line Item: Irrigation Management)*

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. *(Unit Price 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. *(Unit Price Line Item: Edge Bedlines/Edge Hardlines)*

C. 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. *(Unit Price Line Item: Monofilament Trim)*

D. Fertilization

Contractor shall have full responsibility of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous native grass. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy native grass. Contractor shall be expected to perform soil test at minimum of once per year. *(Unit Price Line Item: Native Grass Fertilization)*

E. 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. *(Unit Price Line Item: Native Grass Weed Control)*

F. Insect And Disease Control

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

G. 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 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. *(Unit Price Line Item: Irrigation Management)*

III. SHRUB AND GROUNDCOVER MAINTENANCE

A. 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. *(Unit Price Line Item: Bed Weed Control)*

B. 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. 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 the District. *(Unit Price Line Item: Shrub/Groundcover Pruning)*

C. 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)*

D. 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)*

E. 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. Contractor shall be expected to perform soil test at minimum of once per year. *(Unit Price Line Item: Shrub/Groundcover Fertilization)*

F. Insect and Disease Control

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

G. 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 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. *(Unit Price Line Item: Irrigation Management)*

IV. 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. 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. *(Unit Price Line Item: Tree Pruning)*

C. 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 and make recommendations, in writing, of

all other trees that may need supplemental fertilization. *(Unit Price Line Item: Tree 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. Only trees with a caliper of eight (8) inches or less shall be treated. Contractor is required to notify District and make recommendations, in writing, of all other trees that may need supplemental insect and disease control. *(Unit Price Line Item: Tree Insect/Disease Control)*

E. 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 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. *(Unit Price Line Item: Irrigation Management)*

V. 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, tumbleweeds, 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 offsite. 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 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)*

VI. 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. This is to be done from the beginning of November through February, or until leaves dispersment 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. *(Unit Price Line Item: Debris Disposal)*

B. Disposal of Leaf Debris

All leaf debris shall be removed and disposed of offsite. *(Unit Price Line Item: Debris Disposal)*

VII. 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. *(Unit Price Line Item: Debris Disposal)*

B. Replacement

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

VIII. MULCHING FOR TREE AND SHRUB BED AREAS

- A.** Contractor will be responsible for providing cost per occurrence of a complete application of Grade A Brown Cedar Mulch to existing mulched bed areas and tree circles as a Work Order. 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 spot mulching of any bare soil areas that result due to landscape maintenance performance, i.e., mower damage around bedlines, treewells, etc. Mulching shall include one (1) complete trenching as specified in the trenching specifications. A second complete trenching may be required in some areas or “touchup” trenching to keep mulch contained within beds, tree wells and hardscapes. Contractor shall not price mulching treewells within native turf areas.
- B.** 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.

IX. 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 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 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.

X. SEASONAL COLOR/PERENNIAL INSTALLATION AND MAINTENANCE

A. Design – Annuals

Designs will be provided to Contractor by the District through a Colorado State University student design program. Contractor will assist and provide input with design parameters, plant selections, budgeting, and coordination.

B. Bed Preparation - Annuals

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)

C. 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 and Consultant until the time of the first hard freeze.

D. 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. *(Unit Price Line Item: Deadheading and Pruning)*

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. *(Unit Price Line Item: Insect/Disease Control)*

F. Fertilization – Annuals and Perennials

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

G. 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 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. All plant material and other debris shall be removed off site and bed raked smooth and properly crowned after plants are removed. *(Unit Price Line Item: Irrigation Management)*

H. 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. *(Unit Price Line Item: Bed Weed Control)*

I. 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.

XI. IRRIGATION SYSTEM

A. Irrigation Management

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 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 from payments due to the Contractor.

Contractor is required to furnish the District with a list of company personnel that are to be notified in the event of problems with the irrigation system in areas they are responsible to maintain.

Landscape irrigation contractors sharing central control timers or otherwise with other contractors are requested to notify the District anytime they observe irrigation problems in areas they do not maintain.

The District may choose at its discretion to integrate any non-central controlled irrigation satellite into the system at any time. If the irrigation satellite added to the District's system is located within an area that the Contractor does not maintain, the Contractor is not responsible for the condition of the irrigated zones attached. The District will only 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.

The Contractor is responsible to coordinate prior to all insecticide treatments or fertilizer application that requires watering in schedules. *(Unit Price Line Item: Irrigation Management)*

B. Irrigation Winterization

The Contractor shall winterize the irrigation piping to insure 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.
1. 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.
2. 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 District in writing, within five (5) working days of completed winterization. (*Unit Price Line Item: Irrigation Winterization*)

C. Irrigation Startup

Due to seasonal progression, when deemed appropriate by the Contractor, District 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 District in writing prior to beginning work. (*Unit Price Line Item: Irrigation Startup*)

~~XII. CENTRAL CONTROL SYSTEM~~

~~The District has in place a computerized centrally controlled irrigation management system. This system monitors water flow, weather conditions, and controller status and automatically calculates run times for each irrigation zone under its control. The purpose of this system is to conserve water and control operating costs. This system is critical to the District's public image of conservation.~~

~~The Central Control System Manager (CCM) shall oversee the programming, maintenance, and reporting activities related to the District's irrigation central control system. The CCM will provide an independent viewpoint outside of manufacturers' need to sell equipment for system expansion or operation. The CCM will work with the District to identify and meet reduced water consumption goals. The CCM must have experience with similar projects. A minimum of 10 years of experience is desired.~~

~~The CCM is responsible to program the system then monitor and manage increases or decreases in irrigation requirements for specific irrigated areas. The CCM is responsible to determine the best method for making adjustments to the system's operation and to determine if scheduling changes have achieved the desired results in landscape improvement the make adjustments where necessary. Failure to modify changes in watering needs of any given irrigation zone will be considered a failure to monitor the condition of the landscape.~~

~~The CCM is responsible to maintain the system by monitoring and identifying repairs and/or upgrades to specific irrigation components based on data and reports generated by the central control system. The CCM will record malfunctions in central control equipment and communicate with the District to implement alternative irrigation methods to preserve the landscape. The CCM is responsible to notify the District of problems with the irrigation system, provide a detailed explanation of recommended repairs, and to promptly coordination repairs and upgrades to transmission lines and field electrical systems.~~

~~The Contractor's CCM is responsible to provide the District with system updates in a monthly CCM report. *(Unit Price Line Item: Central Control System Management)*~~

EXHIBIT "A-2"

LANDSCAPE MAINTENANCE SUMMARY PRICING FORM
VDW METROPOLITAN DISTRICT

This summary form totals for Categories A, B, C, D, and E. The combined annual sum of all five categories is defined as the "TOTAL CONTRACT PRICE."

A. Landscape Maintenance Total	\$40,269
B. Seasonal Color/Perennial Maintenance Total	A PART OF BASE CONTRACT
C. Seasonal Color Installation Total	A PART OF BASE CONTRACT
D. Irrigation System	A PART OF BASE CONTRACT
E. Central Control System	NOT INCLUDED
TOTAL CONTRACT PRICE	\$40,269

Contractor Company Name: Integrity Lawn Professionals, LLC

Contractor Representative: Donovan Carstens

Title: Owner

Contractor Address: 640 Cottonwood Drive, Loveland, CO 80538

Telephone Number: 720-352-9151

Contractor Signature: _____

VDW METROPOLITAN DISTRICT

**CATEGORY A
LANDSCAPE MAINTENANCE ITEMIZED PRICING FORM**

FUNCTION	FREQUENCY (PER YEAR)
Fescue/Bluegrass	
Mow	26
Edge (Bedlines)	13
Edge (Hardlines)	13
Monofilament Trim	26
Turf Fertilization	3
Turf Weed Control	52
Turf Insect & Disease Control	52
Aeration	1
Native Grass	
Mow	3
Edge – bedlines	3
Edge - hardlines	3
Monofilament Trim	3
Native Grass Fertilization	0
Native Grass Weed Control	3
Native Grass Insect & Disease Control	52
General Landscape Maintenance Items	
Bed Weed Control	52
Shrub/Groundcover Pruning	3
Shrub/Groundcover Fertilization	1
Shrub/Groundcover Insect & Disease Control	52
Tree Pruning	1
Tree Fertilization	1
Tree Insect & Disease Control	52
Debris Disposal	52

CATEGORY A. LANDSCAPE MAINTENANCE TOTAL

\$40,269

VDW METROPOLITAN DISTRICT

CATEGORY B

SEASONAL COLOR AND PERENNIAL MAINTENANCE ITEMIZED PRICING FORM

SEASONAL COLOR MAINTENANCE	FREQUENCY (PER YEAR)
Deadheading	6
Pruning	6
Insect & Disease Control	52
Fertilization	6

PERENNIAL MAINTENANCE	FREQUENCY (PER YEAR)
Deadheading	6
Pruning	1
Insect & Disease Control	52
Fertilization	2

**CATEGORY B. SEASONAL COLOR AND PERENNIAL
MAINTENANCE TOTAL**

Included in Base Contract

VDW METROPOLITAN DISTRICT

**CATEGORY C
SEASONAL COLOR INSTALLATION ITEMIZED PRICING 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. SEASONAL COLOR INSTALLATION TOTAL **Included in Base Contract**
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/or 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"

CATEGORY D & E
IRRIGATION ITEMIZED PRICING FORM

FUNCTION	FREQUENCY (PER YEAR)
Irrigation System	
Irrigation Management	26
Irrigation Winterization	1
Irrigation Start Up	1

CATEGORY D. IRRIGATION SYSTEM TOTAL

Included in Base Contract

FUNCTION	FREQUENCY (PER YEAR)
Central Control System	
Central Control System Management	0

CATEGORY E. CENTRAL CONTROL SYSTEM TOTAL

NOT INCLUDED

VDW METROPOLITAN DISTRICT

SUPPLEMENTAL PRICING

1. Backflow Certification	\$85.00/device
2. Backflow Winterization (price per occurrence to remove, store, and reinstall backflows at a District furnished storage unit)	\$100.00/device
3. Hand Watering (500 gallon or larger tank)	\$35.00/hour
4. Irrigation Repairs	\$50.00/hour
5. Irrigation Locates	\$50.00/hour
6. Mulch - Cedar mulch, delivered and spread on site	\$85.00/cy
7. Sodding – Fescue sod laid and rolled, site ready (removal not included)	\$0.56/sf
8. Sodding – Bluegrass sod laid and rolled, site ready (removal not included)	\$0.56/sf
9. Additional aeration and overseeding of 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. 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. Only weak and thin turf areas will require overseeding.	\$250.00/1000 sf

The prices above shall be commensurate with the Services Agreement term.

EXHIBIT "A-3"

**MONTHLY LANDSCAPE MAINTENANCE INSPECTION GRADESHEET
VDW METROPOLITAN DISTRICT**

A. LANDSCAPE MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
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. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
VIGOR/APPEARANCE	10		
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	10		
MAXIMUM VALUE	145		

Date _____ Score: _____ *Performance Payment*TM % _____

Contractor Signature: _____

Inspector Signature: _____

Property Representative Signature: _____



EXHIBIT B
(To Master Services Agreement)

FORM OF WORK ORDER

WORK ORDER #201_ - ____
TO
MASTER SERVICES AGREEMENT FOR
_____ SERVICES

This Work Order is made and entered into this ____ day of _____, 201__, by and between **VDW METROPOLITAN DISTRICT**, (the "District"), and **INTEGRITY LAWN PROFESSIONALS, LLC** ("Contractor"), collectively, the "Parties." Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement for _____ Services between the District and Contractor, dated _____, 201__ (the "Agreement").

1. Work Order Services. The Work Order Services to be provided by Contractor are set forth in **Exhibit A** attached hereto and further described as follows:

2. Compensation. Contractor hereby agrees to perform such Work Order 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 Work Order Services [in an amount not to exceed \$ _____ -OR- based on established unit prices [as set forth in Exhibit A to the Agreement], not to exceed a total cost of \$ _____ -OR- a lump sum amount of \$ _____ -OR- on a time and materials basis, not to exceed a total cost of \$ _____], as set forth in **Exhibit A** attached hereto. The District's payment obligation set forth in this Paragraph 2 is subject to the appropriation of funds by the District. The District has appropriated sufficient funds for the Work Order Services for the current fiscal year. Any performance of Services in the subsequent fiscal year shall be subject to annual appropriations by the District.

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 expire [on December 31, 201_ -OR- on a specific date -OR- upon completion of the Work Order Services].

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.

5. This Work Order has been issued pursuant to, and is hereby made a part of, the Agreement. Except as otherwise provided herein, the terms and conditions of the Agreement remain in full force and effect and shall apply to this Work Order.

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the ____ day
of _____, 201__.

VDW METROPOLITAN DISTRICT:

By: _____

Its: _____

INTEGRITY LAWN PROFESSIONALS, LLC:

By: _____

Its: _____

EXHIBIT A TO WORK ORDER #201_ - ____
SCOPE OF SERVICES AND PAYMENT FOR SERVICES

EXHIBIT C
(To Master Services Agreement)
FORM OF CHANGE ORDER

CHANGE ORDER #201__ - __
TO
WORK ORDER #201__ - __

This Change Order is made and entered into this ____ day of _____, 201__, by and between **VDW METROPOLITAN DISTRICT**, (the "District"), and **INTEGRITY LAWN PROFESSIONALS, LLC** ("Contractor"), collectively, the "Parties," and is hereby issued to modify the terms of that certain Work Order #201__ - __ executed by the Parties pursuant to the terms of the Agreement (as defined herein). Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement for _____ Services, dated _____, 201__ between the District and Contractor, (the "Agreement").

1. Change Order Services. The Change Order Services to be provided by Contractor are set forth in **Exhibit A** attached hereto and further described as follows: (describe specific changes to the Work Order Services that are being modified or removed from the original Work Order)

2. Compensation. Contractor hereby agrees to perform the Change Order Services as set forth in Paragraph 1 to this Change Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Change Order Services. The total amount of compensation to be paid to Contractor for Work Order Services set forth in Work Order #201__ - __, as modified by this Change Order, is [an amount not to exceed \$ _____ -OR- based on established unit prices [as set forth in Exhibit A to the Agreement], not to exceed a total cost of \$ _____ -OR- a lump sum amount of \$ _____ -OR- on a time and materials basis, not to exceed a total cost of \$ _____], as set forth in **Exhibit A** attached hereto. Such Compensation hereby supersedes and replaces the amount of compensation set forth in Work Order #201__ - __. The District's payment obligation set forth in this Paragraph 2 is subject to the appropriation of funds by the District. The District has appropriated sufficient funds for the Work Order Services, as modified by this Change Order for the current fiscal year. Any performance of Services in the subsequent fiscal year shall be subject to annual appropriations by the District.

3. Term. The term of this Change 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 expire [on December 31, 201__ -OR- on a specific date -OR- upon completion of the Change Order Services].

4. Modification. This Change Order may not be amended, modified or changed, in whole or in part, except by a new Change Order executed by the District and the Contractor.

5. Integrated Agreement. This Change Order has been issued pursuant to, and is hereby made a part of, the Agreement and Work Order #201__-____. Except as otherwise provided herein, the terms and conditions of the Agreement and Work Order #201__-____ remain in full force and effect and shall apply to this Change Order.

IN WITNESS WHEREOF, the Parties have executed this Change Order as of the ____ day of _____, 201__.

VDW METROPOLITAN DISTRICT:

By: _____

Its: _____

INTEGRITY LAWN PROFESSIONALS, LLC:

By: _____

Its: _____

EXHIBIT A TO CHANGE ORDER #201 - ____
SCOPE OF CHANGE ORDER SERVICES
AND PAYMENT FOR ALL SERVICES

EXHIBIT D
(To Master Services Agreement)

CERTIFICATION REGARDING ILLEGAL ALIENS

**CERTIFICATION
REGARDING ILLEGAL ALIENS**

To: **VDW METROPOLITAN DISTRICT**

I, Donovan Carstens, as Owner of Integrity Lawn Professionals, LLC, the prospective "Contractor" for that certain contract for landscape maintenance services ("Agreement") to be entered into with VDW Metropolitan District, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

Executed on the 2 day of January, 2017.

INTEGRITY LAWN PROFESSIONALS, LLC

Donovan Carstens

By: Donovan Carstens

Its: Owner